

March 9, 2026

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Administrator
219 N. Main Street
PO Box 1350
Cascade, ID 83611

Subject: SUB 25-014 Herrick North Subdivision, Final Plat Submittal Letter

Dear Ms. Herrick,

The purpose of this letter is to request Herrick North Subdivision Final Plat be placed on the April 9, 2026 Valley County Planning and Zoning Meeting Agenda. The Herrick North Subdivision Final Plat substantially complies with the Preliminary Plat from recorded SUB 25-014. It is the applicants' intent to provide financial guarantees for the remaining improvements and attached to this submittal is a cost estimate for all remaining improvements plus 20% contingency. Below you will find the list of Conditions of Approval from SUB 25-014 and a response stating how each condition has been substantially met.

Conditions of Approval

1. *The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.*

Response: None; Understood.

2. *Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.*

Response: None; Understood.

3. *The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.*

Response: None; Understood.

4. *Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.*

Response: Site Grading and Stormwater Management Plans were designed by Crestline

Engineers, Inc. and approved by the Valley County Engineer on October 23, 2025. See attached approval letter.

5. *The Final Plat shall be recorded within two years, or this permit will be null and void.*

Response: It is anticipated the Final Plat will be recorded prior to August 5, 2027.

6. *Must be able to provide legal ingress/egress access through the private roads of Herrick Hills Subdivision No. 1.*

Response: See attached response provided by applicant for the legal ingress/egress of access through Herrick Hills.

7. *Sanitary Restrictions must be removed by Central District Health prior to recording the Final Plat.*

Response: A Subdivision Environmental Report will be submitted to Central District Health for review and approval prior to recordation of the Final Plat.

8. *A letter of approval is required from Cascade Fire District. This should include approval of the Wildland Urban Interface Fire Protection Plan.*

Response: Cascade Rural Fire Protection District has approved the tank design and location. Final approval is anticipated after installation/testing of the tank and the implementation of the Wildland Urban Interface Fire Protection Plan.

9. *The location of any water storage tank for emergency response must be noted on the Final Plat.*

Response: See the Final Plat prepared by Dunn Land Surveys, Inc. for location of fire protection tank.

10. *Must meet requirements of Idaho Transportation Department.*

Response: None, understood.

11. *Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. Must upgrade fence to contain cattle.*

Response: The applicants have prepared a fencing plan and provided the plan to the neighboring property owners. The neighboring property owners have not acknowledged the plan at this time. The fence has been upgraded to contain cattle and ongoing fence maintenance will be the responsibility of the lot owners per section 8.2 of the CCR's.

12. *All easements shall be shown on the Final Plat.*

Response: Refer to the Final Plat prepared by Dunn Land Surveys, Inc. for the location of all

easements.

13. *A private road declaration shall be recorded with the Final Plat.*

Response: The Private Road declaration is reference on the face of the Final Plat (Note 1), is included with this letter, and will be recorded in conjunction with the Final Plat.

14. *A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber optics (conduit).*

Response: The Declaration of Installation of Utilities is noted on the face of the Final Plat (Note 2), is included with this letter, and will be recorded in conjunction with the Final Plat.

15. *Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.*

Response: Please refer to Article 6.15 of the included CCR's.

16. *Shall contact Cascade U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development.*

Response: See attached document with cluster locations signed by the Cascade USPS Postmaster.

17. *CCR's, if recorded, should address lighting, noxious weeds, septic maintenance, wildfire prevention, fire wise wildland urban interface landscaping requirements, low water/natural landscaping, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, and limit each lot to one wood-burning device.*

Response: Please refer to Article 6.2, 6.13, 6.14, 8.3, 8.4, and 8.5 of the included CCR's.

18. *CCR's shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.*

Response: Please refer to Article 5.7 of the included CCR's.

19. *The following notes shall be placed in the notes on the face of the Final Plat:*

- *"The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."*
- *"All lighting must comply with the Valley County Lighting Ordinance."*
- *"Only one wood burning device per lot."*
- *"Surrounding land uses are subject to change."*

Response: Refer to Notes 10, 12, 13, and 14 on the Final Plat prepared by Dunn Land

Surveys, Inc.

20. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director.

Response: The Wildland Urban Interface Fire Protection Plan has been submitted to the Wildfire Mitigation Program Director for review and approval. Portions of the mitigation have been completed and a monetary amount is included in the Escrow Cost Estimate for the remaining work to be completed. It is expected that final approval of the Wildland Urban Interface Fire Protection Plan will be granted once all mitigation/improvements have been completed and inspected by the Wildfire Mitigation Program Director.

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

Sincerely,

Crestline Engineers, Inc.



Rob Pair
Associate Engineer

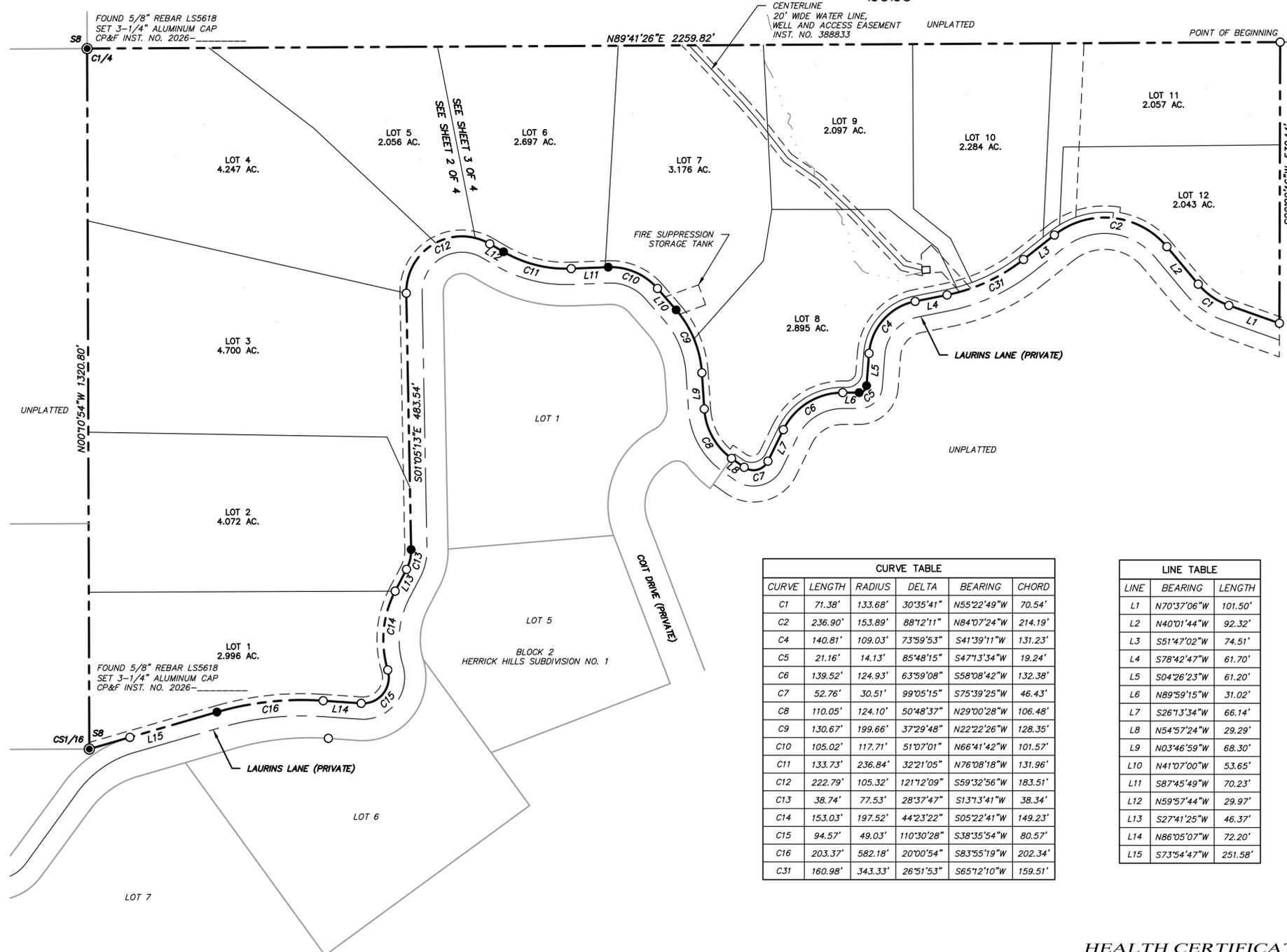
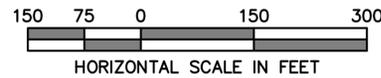
Cc: Ted Larson and Philip Portsche, L&P Holdings, LLC

Enclosures:

1. 10 copies 11" x 17" of Final Plat (4 Sheets)
2. Private Road Declaration (3 Pages)
3. Declaration of Installation of Utilities (3 Pages)
4. Shared Driveway Agreement (1 Page)
5. Draft CCR's (7 Pages)
6. Valley County Engineering Approval (1 Page)
7. Cascade Rural Fire District Tank Design and Location Letter (1 Page)
8. USPS Postmaster Mailbox Location Letter (1 Page)
9. Idaho Power Construction Email (4 Pages)
10. Legal ingress/egress response (69 Pages)
11. Escrow Cost Estimate (1 Page)

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026



S8 S9
1/4
FOUND 2-1/2" ALUMINUM CAP
RLS 848
CP&F INST. NO. 124887

- NOTES**
- ALL ROADS AND ROAD RIGHTS OF WAY DEPICTED ON THIS FINAL PLAT ARE PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE HERRICK NORTH SUBDIVISION SUBDIVISION HOMEOWNERS ASSOCIATION, INC. AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS BEING RECORDED CONCURRENTLY WITH THIS FINAL PLAT WITH THE OFFICE OF RECORDER OF VALLEY COUNTY, IDAHO, AS INSTRUMENT NUMBER _____.
 - SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED AS INSTRUMENT NO. 2026-_____.
 - SEE SHARED DRIVEWAY MAINTENANCE AGREEMENT RECORDED AS INSTRUMENT NO. 2026-_____.
 - ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO A PERMANENT PERPETUAL AND NON-EXCLUSIVE DRAINAGE EASEMENT, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE, SUB-DRAINAGE AND SURFACE WATER MANAGEMENT FEATURES, FACILITIES AND IMPROVEMENTS RESERVED IN FAVOR OF THE DECLARANT AND THE ASSOCIATION. SEE STORM WATER DRAINAGE REPORT FOR HERRICK NORTH SUBDIVISION ON FILE IN THE OFFICE OF THE VALLEY COUNTY PLANNING AND ZONING ADMINISTRATOR.
 - ALL PROPERTIES SHOWN ON THIS FINAL PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF CONDITIONAL USE PERMIT NO. 25-014, AS ISSUED AND MODIFIED BY VALLEY COUNTY, IDAHO.
 - THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3805, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE.
 - THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOT DEPICTED ON THIS FINAL PLAT UNLESS SAID SUBDIVISION HAS BEEN APPROVED BY VALLEY COUNTY, AND THERE SHALL BE NO REDUCTION IN THE SIZE OF ANY LOT ON THIS PLAT WITHOUT THE APPROVAL FROM THE HEALTH AUTHORITY.
 - NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEMS APPROVED IN ANY SANITARY RESTRICTION RELEASE.
 - REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
 - THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
 - REFER TO WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN FOR HERRICK NORTH SUBDIVISION RECORDED AS INST. NO. _____.
 - SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
 - ONLY ONE WOOD BURNING DEVICE PER LOT WILL BE ALLOWED.
 - ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
 - FEMA FLOOD PANEL(S): 160852050C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	71.38'	133.68'	30°35'41"	N55°22'49"W	70.54'
C2	236.90'	153.89'	88°72'11"	N84°07'24"W	214.19'
C4	140.81'	109.03'	73°59'53"	S41°39'11"W	131.23'
C5	21.16'	14.13'	85°48'15"	S47°13'34"W	19.24'
C6	139.52'	124.93'	63°59'08"	S58°08'42"W	132.38'
C7	52.76'	30.51'	99°05'15"	S75°39'25"W	46.43'
C8	110.05'	124.10'	50°48'37"	N29°00'28"W	106.48'
C9	130.67'	199.66'	37°29'48"	N22°22'26"W	128.35'
C10	105.02'	117.71'	51°07'01"	N66°41'42"W	101.57'
C11	133.73'	236.84'	32°21'05"	N76°08'18"W	131.96'
C12	222.79'	105.32'	121°12'09"	S59°32'56"W	183.51'
C13	38.74'	77.53'	28°37'47"	S13°13'41"W	38.34'
C14	153.03'	197.52'	44°23'22"	S05°22'41"W	149.23'
C15	94.57'	49.03'	110°30'28"	S38°35'54"W	80.57'
C16	203.37'	582.18'	20°00'54"	S83°55'19"W	202.34'
C31	160.98'	343.33'	26°51'53"	S65°12'10"W	159.51'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N70°37'06"W	101.50'
L2	N40°01'44"W	92.32'
L3	S51°47'02"W	74.51'
L4	S78°42'47"W	61.70'
L5	S04°26'23"W	61.20'
L6	N89°59'15"W	31.02'
L7	S26°13'34"W	66.14'
L8	N54°57'24"W	29.29'
L9	N03°46'59"W	68.30'
L10	N41°07'00"W	53.65'
L11	S87°45'49"W	70.23'
L12	N59°57'44"W	29.97'
L13	S27°41'25"W	46.37'
L14	N86°05'07"W	72.20'
L15	S73°54'47"W	251.58'

- LEGEND**
- SUBDIVISION BOUNDARY
 - LOT LINE
 - CENTERLINE
 - EASEMENT LINE
 - QUARTER SECTION LINE
 - EXISTING LOT OR PARCEL LINE
 - SET 3-1/4" ALUMINUM CAP MONUMENT ON FOUND 5/8" REBAR
 - SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
 - FOUND 2-1/2" ALUMINUM CAP MONUMENT
 - FOUND 5/8" REBAR LS5618
 - CALCULATED POINT, NO MONUMENT SET OR FOUND



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CENTRAL DISTRICT HEALTH, EHS _____ DATE _____

INST. NO. _____

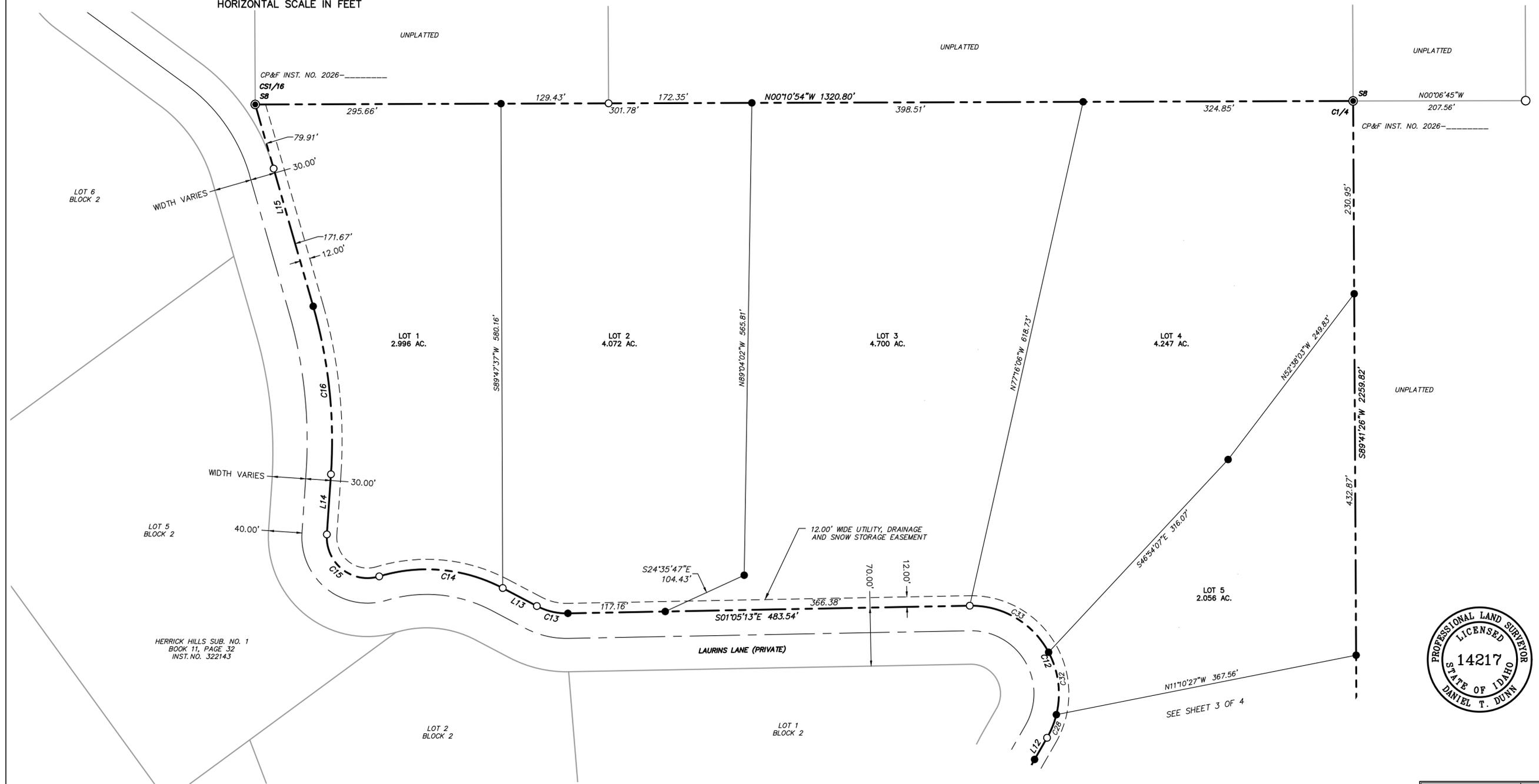
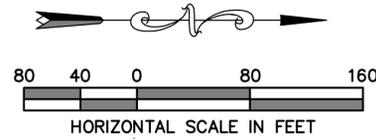
SHEET 1 OF 4

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026



HERRICK HILLS SUB. NO. 1
BOOK 11, PAGE 32
INST. NO. 322143

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C12	222.79'	105.32'	121°12'09"	S59°32'56"W	183.51'
C13	38.74'	77.53'	28°37'47"	S13°13'41"W	38.34'
C14	153.03'	197.52'	44°23'22"	S05°22'41"W	149.23'
C15	94.57'	49.03'	110°30'28"	S38°35'54"W	80.57'
C16	203.37'	582.18'	20°00'54"	S83°55'19"W	202.34'
C28	29.99'	105.32'	16°18'54"	N68°00'27"W	29.89'
C32	77.02'	105.32'	41°54'08"	S82°53'02"W	75.32'
C33	115.78'	105.32'	62°59'07"	S30°26'25"W	110.04'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N59°57'44"W	29.97'
L13	S27°41'25"W	46.37'
L14	N86°05'07"W	72.20'
L15	S73°54'47"W	251.58'

NOTE
SEE SHEET 1 FOR GENERAL NOTES AND ADDITIONAL INFORMATION.

LEGEND

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- CENTERLINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING LOT OR PARCEL LINE
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- FOUND 5/8" REBAR LS5618
- CALCULATED POINT, NO MONUMENT SET OR FOUND



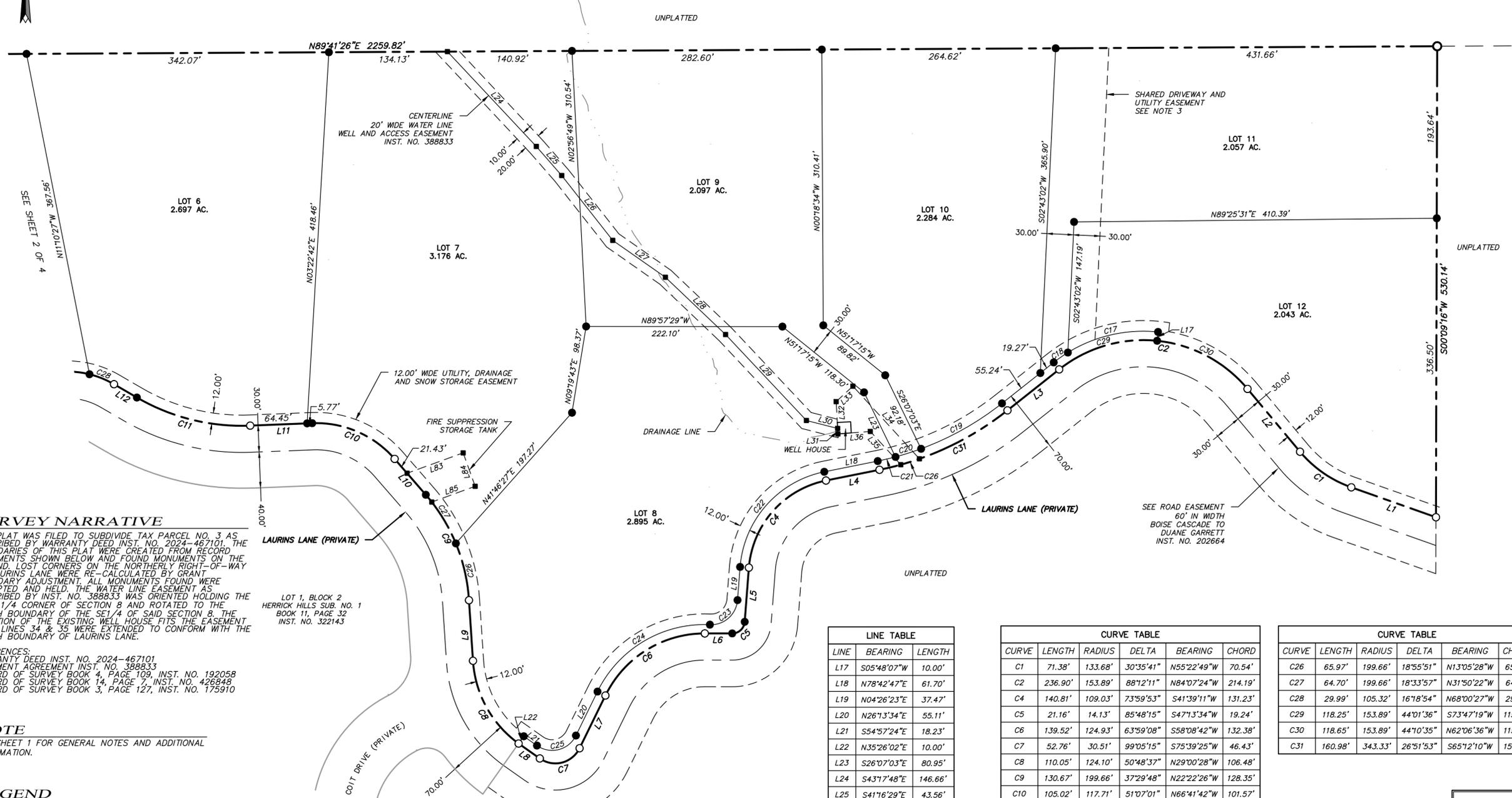
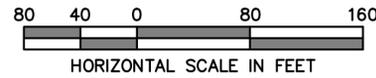
SHEET 2 OF 4

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HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026



SURVEY NARRATIVE

THIS PLAT WAS FILED TO SUBDIVIDE TAX PARCEL NO. 3, AS DESCRIBED BY WARRANTY DEED INST. NO. 2024-467101. THE BOUNDARIES OF THIS PLAT WERE CREATED FROM RECORD DOCUMENTS SHOWN BELOW AND FOUND MONUMENTS ON THE GROUND. LOST CORNERS ON THE NORTHERLY RIGHT-OF-WAY OF LAURINS LANE WERE RE-CALCULATED BY GRANT BOUNDARY ADJUSTMENT. ALL MONUMENTS FOUND WERE ACCEPTED AND HELD. THE WATER LINE EASEMENT AS DESCRIBED BY INST. NO. 388833 WAS ORIENTED HOLDING THE EAST 1/4 CORNER OF SECTION 8 AND ROTATED TO THE NORTH BOUNDARY OF THE SE1/4 OF SAID SECTION 8. THE LOCATION OF THE EXISTING WELL HOUSE FITS THE EASEMENT WELL. LINES 34 & 35 WERE EXTENDED TO CONFORM WITH THE NORTH BOUNDARY OF LAURINS LANE.

REFERENCES:
WARRANTY DEED INST. NO. 2024-467101
EASEMENT AGREEMENT INST. NO. 388833
RECORD OF SURVEY BOOK 4, PAGE 109, INST. NO. 192058
RECORD OF SURVEY BOOK 14, PAGE 7, INST. NO. 426848
RECORD OF SURVEY BOOK 3, PAGE 127, INST. NO. 175910

NOTE

SEE SHEET 1 FOR GENERAL NOTES AND ADDITIONAL INFORMATION.

LEGEND

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- EXISTING LOT OR PARCEL LINE
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
- FOUND 5/8" REBAR LS5618
- CALCULATED POINT, NO MONUMENT SET OR FOUND

LINE	BEARING	LENGTH
L17	S05°48'07"W	10.00'
L18	N78°42'47"E	61.70'
L19	N04°26'23"E	37.47'
L20	N26°13'34"E	55.11'
L21	S54°57'24"E	18.23'
L22	N35°26'02"E	10.00'
L23	S26°07'03"E	80.95'
L24	S43°17'48"E	146.66'
L25	S41°16'29"E	43.56'
L26	S38°19'26"E	93.01'
L27	S55°33'11"E	72.68'
L28	S46°33'11"E	93.71'
L29	S43°23'55"E	133.19'
L30	S75°48'33"E	36.43'
L32	S03°09'24"E	30.21'
L34	N42°38'34"W	111.15'
L35	S42°38'34"E	50.89'
L36	N85°34'10"E	36.71'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	71.38'	133.68'	30°35'41"	N55°22'49"W	70.54'
C2	236.90'	153.89'	88°12'11"	N84°07'24"W	214.19'
C4	140.81'	109.03'	73°59'53"	S41°39'11"W	131.23'
C5	21.16'	14.13'	85°48'15"	S47°13'34"W	19.24'
C6	139.52'	124.93'	63°59'08"	S58°08'42"W	132.38'
C7	52.76'	30.51'	99°05'15"	S75°39'25"W	46.43'
C8	110.05'	124.10'	50°48'37"	N29°00'28"W	106.48'
C9	130.67'	199.66'	37°29'48"	N22°22'26"W	128.35'
C10	105.02'	117.71'	51°07'01"	N66°41'42"W	101.57'
C11	133.73'	236.84'	32°21'05"	N76°08'18"W	131.96'
C12	222.79'	105.32'	121°12'09"	S59°32'56"W	183.51'
C17	106.45'	163.89'	37°12'50"	S77°11'42"W	104.59'
C18	19.49'	163.89'	6°48'45"	S55°10'54"W	19.48'
C19	105.27'	333.33'	18°05'41"	N60°49'05"E	104.83'
C20	30.35'	333.33'	5°13'01"	N72°28'26"E	30.34'
C21	20.66'	333.33'	3°33'06"	N76°51'30"E	20.66'
C22	153.75'	119.03'	74°00'36"	S41°38'59"W	143.28'
C23	46.15'	30.00'	88°07'57"	N48°30'21"E	41.73'
C24	156.41'	134.93'	66°25'02"	S59°21'49"W	147.80'
C25	51.74'	30.00'	98°49'03"	N75°38'05"E	45.56'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C26	65.97'	199.66'	18°55'51"	N13°05'28"W	65.67'
C27	64.70'	199.66'	18°33'57"	N31°50'22"W	64.41'
C28	29.99'	105.32'	16°18'54"	N68°00'27"W	29.89'
C29	118.25'	153.89'	44°01'36"	S73°47'19"W	115.36'
C30	118.65'	153.89'	44°10'35"	N62°06'36"W	115.74'
C31	160.98'	343.33'	26°51'53"	S65°12'10"W	159.51'



SHEET 3 OF 4

25 COYOTE TRAIL
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Road Declaration - Herrick North Subdivision

OWNERS DECLARATION OF A PRIVATE ROAD FOR HERRICK NORTH SUBDIVISION VALLEY COUNTY, IDAHO

This DECLARATION is made this _____ day of _____ 2026, by L and P Holdings LLC, a Idaho Limited Liability Company ("Declarant") the owner of certain real properties located in Valley County, Idaho which are platted as Herrick North Subdivision.

WHEREAS, L and P Holdings LLC did on the _____ day of , 2026, file of record with the Office of Recorder of Valley County, Idaho as Instrument Number. _____, in Plat Book _____, on page _____ the Final Plat for Herrick North Subdivision (hereinafter "the Final Plat").

WHEREAS, L & P Holdings LLC is the sole owner of the real property contained in the Final Plat.

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of Herrick North Subdivision Roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, L and P Holdings LLC, hereby states and declares as follows:

1. Laurins Lane, a private road within a public right-of-way, is hereby reserved for the use of the property owners within the subdivision in accordance with the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Herrick North Subdivision.

.2 Each property owner that abuts Laurins Lane has a perpetual right of ingress and egress over the private road that shall run with the land.

3. The owners with access to their lot via Laurins Lane are responsible for the maintenance of the portion of the private road located within the boundaries of Herrick North Subdivision as shown on the Final Plat, in accordance with the Declaration of Protective Covenants, Conditions, Restrictions and Easements. This responsibility does not extend to any and all pre-existing sections of Laurins Lane maintained by other subdivisions or entities.”.

.4 Valley County is not responsible for the roads. Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the private road on the Final Plat.

Road Declaration - Herrick North Subdivision

IN WITNESS WHEREOF, the undersigned Declarant and owner of the real property which is the subject of the Final Plat, have executed the Declaration the day and year first noted above.

BY: _____
Philip Portsche

Owner/ Manager L&P Holdings LLC

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO COUNTY OF Ada

On _____ 2026 , before me, _____, personally appeared Philip Portsche, on behalf of L & P Holdings LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Print: _____

Sign _____

My Commission Expires: _____

[Affix seal]

NOTARY PUBLIC

Page 2 of 2

DECLARATION OF INSTALLATION OF UTILITIES FOR HERRICK NORTH SUBDIVISION VALLEY COUNTY, IDAHO

This DECLARATION is made this _____ day of _____ 2026, by L and P Holdings LLC, a Idaho LLC ("Declarant") the owner of certain real properties located in Valley County, Idaho, which are platted as Herrick North Subdivision.

WHEREAS, L and P Holdings LLC did on the _____ day of _____, 2026, file of record with the Office of Recorder of Valley County, Idaho as Instrument Number _____ in Plat Book _____ Page _____, the Final Plat for Timber Haven Subdivision (hereinafter "the Final Plat").

WHEREAS, L and P Holdings LLC is the sole owner of the real property contained in the Final Plat.

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed and installed in Herrick North subdivision, the schedule for completion of such utilities, and the entity or owner with responsibility for construction and installation of such utilities:

NOW, THEREFORE, L and P Holdings LLC hereby states and declares as follows:

.1 Sewage Disposal: Sewage disposal for each lot in Herrick North Subdivision will be supplied by means of individual septic/drain-field systems. The costs, permitting, installation, and maintenance of which shall be the sole and exclusive responsibility of the respective lot owners. In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements, and applicable laws and regulations permits shall be required from the Central District Health Department for all septic systems. Timing of the completion of the installation will be the responsibility of the owner of each lot.

Water: Potable water for each lot in Herrick North Subdivision will be supplied by means of individual wells. The cost, permitting, installation, and maintenance of which shall be the sole and exclusive responsibility of the respective lot owners. Timing of the completion of the installation will be the responsibility of the owner of each lot.

Electrical: Installation of electrical power will be stubbed out to the lot line for each lot in Herrick North subdivision at the expense of the Declarant. The Declarant has contracted with and paid Idaho Power for the necessary equipment and installation. The installation of which shall be completed by Idaho Power in the summer of 2026.

Timing of the completion of the installation to the point of use will be the responsibility of the owner of each lot.

4. Responsibility and maintenance for fire protection: Each lot owner shall maintain and keep their lot in good order for fire protection. This will include following the WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN for Herrick North subdivision and the wildland urban interface (WUI). the cost and responsibility to maintain this shall be on each lot owner.

5. Responsibility for Installation: Responsibility for the costs of the placement and installation of the utilities specified above will be borne by the Declarant and lot owners as stated above. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, INSTALLATION, MAINTENANCE REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

END.

IN WITNESS WHEREOF, the undersigned Declarant and owner of the real property which is the subject of the Final Plat, has executed this Declaration the day and year first noted above.

L and P Holdings LLC

BY: _____

Philip Portsche

Member

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO COUNTY OF _____

on _____ 2026, before me, _____ appeared _____,
on behalf of L and P Holdings LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached and acknowledged to me that he executed the same in an authorized capacity, and executed the instrument by signing his signature.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: _____ My Commision Expires: _____

NOTARY PUBLIC

[Affix seal]

SHARED DRIVEWAY AGREEMENT FOR HERRICK NORTH SUBDIVISION

This Shared Driveway Agreement, dated this _____ day of _____ 2026, shall apply to Lots 2,3 and 6,7 and 10,11,12, described on Record of Survey Bk ___ Page _____ Inst. No. _____ Located in Sections _____
Valley County Idaho

Whereas the purpose of this agreement is to describe the responsibility of each lot owner with the shared driveway.

1. Should any of the Lot owners determine that the driveway is in need of improvement, maintenance, snow removal or repair, they first shall meet with the other Owners and determine the scope of the work. The Owners will determine whether they agree to complete the improvement, maintenance, snow removal or repair. Total repair, maintenance, snow removal or improvement costs will be divided by the total number of Lot owners sharing the above-mentioned driveway, and each Owner will pay its share of the total costs.
2. Costs associated with upgrading driveway will be mutually agreed-upon by parties, if parties cannot agree any parties shall have the option of upgrading at their own expense.
3. In the event any party of this Agreement causes ascertainable damage to the driveway through the use of heavy equipment or otherwise, it shall be the responsibility of such party to repair such damage at their sole expense.
4. Nothing in this Agreement shall preclude any individual lot owner from performing any driveway improvement, maintenance, snow removal or repair at their sole expense and within indemnification for damage to another's property.
5. This agreement shall be binding on heirs, successors and assigns of the parties.

L and P Holdings LLC

By: _____
Philip Portsche - Member

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
HERRICK NORTH SUBDIVISION
Cascade, Valley County, Idaho

DECLARANT: L and P Holdings LLC / L.Ted Larson, Philip Portsche

Date: _____ 2026

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Valley County, Idaho, described as Herrick North Subdivision, consisting of 12 lots as shown on the plat recorded in the records of Valley County, Idaho (the "Subdivision"); and

WHEREAS, Declarant desires to establish a general plan for the development and use of the Subdivision to protect and enhance property values, and to create a homeowners association for limited administrative purposes; and

WHEREAS, the lots in the Subdivision shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions, which shall run with the land and be binding on all parties having any right, title, or interest therein.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be subject to the following:

ARTICLE 1: DEFINITIONS

1.1 Association: Herrick North Homeowners Association, an Idaho nonprofit corporation (or unincorporated association if not incorporated).

1.2 Lot: Any of the 12 numbered lots in the Subdivision.

1.3 Owner: The record owner of a Lot.

1.4 Common Areas: The private roads within the Subdivision as shown on the recorded plat, any entry signs or shared drainage facilities, and the emergency access road/easement connecting to Herrick Hills.

Common Areas are for the common use and benefit of all Owners but remain privately owned and maintained by the Association.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this Declaration is the Herrick North Subdivision, Lots 1 through 12, as per the recorded plat in Valley County, Idaho.

ARTICLE 3: DECLARANT RIGHTS AND EXEMPTIONS

3.1 Development Rights: Declarant reserves the absolute right to complete development of the Subdivision, including but not limited to construction of improvements, installation of utilities, grading, landscaping, signage, marketing, and sales activities on any Lots owned by Declarant.

3.2 Control of Association: Until Declarant no longer owns any Lot in the Subdivision, Declarant shall have the right to appoint and remove all members of the Board of Directors and officers of the Association. Declarant may relinquish this right at any time by recorded instrument.

3.3 Exemption from Assessments: Declarant shall not be liable for any annual or special assessments on Lots owned by Declarant. This exemption applies only to Declarant and not to any subsequent Owner (including purchasers from Declarant).

3.4 Exemption from Restrictions: Declarant and its contractors shall not be subject to the use restrictions or architectural control provisions of this Declaration while completing development and selling Lots owned by Declarant.

3.5 Utility, Drainage, and Construction Easement: Declarant reserves a non-exclusive easement over each Lot for utilities, drainage, and construction necessary to complete development of the Subdivision. This easement shall automatically terminate as to each individual Lot upon the recording of a deed conveying that Lot to a third-party purchaser.

3.6 Termination of Declarant Rights: All special rights of Declarant shall automatically terminate upon the sale or transfer of the last Lot owned by Declarant.

ARTICLE 4: HOMEOWNERS ASSOCIATION

4.1 Formation: The Association shall be formed (if incorporated, under the Idaho Nonprofit Corporation Act). All Owners are automatically members.

4.2 Voting: One vote per Lot.

4.3 Powers: The Association shall have the power to enforce these CC&Rs, collect assessments (if any), and hold meetings.

4.4 Meetings: Annual meetings required; notice to all Owners; open to members.

4.5 Board: Owners shall elect a board (minimum 3 members) to manage affairs, subject to Declarant's control rights in Article 3.

ARTICLE 5: ASSESSMENTS

5.1 Annual Assessments: Each Lot shall be subject to an annual assessment to fund maintenance of Common Areas, including private road repair, grading, snow removal, and maintenance of the emergency access through Herrick Hills. The initial annual assessment shall be \$500 per Lot or as budgeted for actual costs (adjustable annually by majority vote, with increases not to exceed 10% per year without 67% Owner approval). Declarant is exempt per Article 3.

5.2 Special Assessments: For unforeseen expenses (e.g., major road repairs), approved by majority vote. Declarant is exempt per Article 3.

5.3 Lien: Unpaid assessments become a lien on the Lot (per Idaho Code §45-810).

5.4 Use of Funds: Assessments shall be used exclusively for maintenance, repair, insurance, and snow removal of Common Areas as reasonably necessary to maintain safe vehicular access (including the emergency access through Herrick Hills); enforcement of these CC&Rs; and reasonable administrative expenses.

5.6 Insurance: Association may obtain liability insurance for Common Areas, funded by assessments.

5.7 Fire Protection: the HOA shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.

ARTICLE 6: USE RESTRICTIONS

6.1 Residential Use Only: Lots shall be used for single-family residential purposes only. No commercial activity.

6.2 Nuisances: No activity that creates noise, odor, or disturbance affecting other Owners, No dog shall be kept or maintained in a manner that constitutes a nuisance to adjacent agricultural uses, including but not limited to chasing, harassing, or injuring livestock or poultry, excessive barking that disturbs farming operations, or allowing dogs to trespass onto neighboring agricultural properties.”

6.3 Vehicles: No inoperable vehicles.

6.4 Animals: No more than 4 (four) Household pets, Livestock animals such as Chickens, Cattle, Horses are permitted with HOA approval.

6.5 Trash: Kept in enclosed containers; no burning.

6.6 Minimum Dwelling Size: Any residential dwelling erected on a Lot shall have a minimum of 1,500 square feet of livable floor area, exclusive of garages, porches, basements, and accessory buildings.

6.7 Mobile Homes: No mobile homes are permitted.

6.8 RV and Camping:

- Recreational vehicles (RVs) may be parked and occupied on a Lot from March 1 through December 31 each year.
- No RV occupancy is allowed from January 1 through February 28 (or 29 in leap years).
- Tent camping is permitted for no more than 30 total days per calendar year and no more than 14 consecutive days at a time.

6.9 Compliance with Laws: All buildings, structures, and construction activities on any Lot must comply with all applicable local ordinances, Valley County planning and zoning codes, building permits, and other governmental regulations.

6.10 Architectural Control: Exterior changes (buildings, fences, paint, landscaping) require approval by the Association to maintain harmony.

6.11 Protected Activities: Consistent with Idaho law (§55-3208 et seq.), No prohibition on solar panels (location may be regulated), U.S./Idaho flags, or rentals (unless pre-existing written agreement).

6.12 Short-Term Rentals: Consistent with Idaho law (§55-3208 et seq.)

Short-term rentals (rentals for periods of less than 30 days) are permitted on any Lot, provided that:

- The Owner or operator complies fully with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to Valley County short-term rental permitting requirements, occupancy limits, health and safety standards, tax collection/remittance, and any required licenses.
- The rental activity does not create a nuisance or violate other provisions of this Declaration (e.g., noise, parking, trash, or excessive disturbance).
- The Owner shall be responsible for ensuring that renters are informed of and comply with these CC&Rs and any Association rules.

6.13 Only 1(ONE) wood burning device per lot is allowed per county code

6.14 Lighting: All lots will follow county codes and ordinances with regard to outdoor lighting (dark sky) ordinance.

6.15 Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.

ARTICLE 7: COMMON AREAS AND DRIVEWAYS

7.1 Common Areas: The Common Areas, as defined in Article 1, shall be used for ingress, egress, utilities, drainage, and emergency access by all Owners. No Owner shall obstruct or damage the Common Areas.

7.2 Association Responsibility: The Association shall maintain, repair, insure, and provide snow removal for the Common Areas (including private roads and the emergency access to Herrick Hills) in good condition and as needed for reasonable access.

7.3 Driveways: All driveways and private access ways serving an individual Lot (from the edge of the private road to the improvements on the Lot) are private and shall be the sole responsibility of the respective Lot Owner. Each Owner shall construct, maintain, repair, and provide snow removal for their own driveway at their sole expense. The Association shall have no responsibility for private driveways.

7.4 The HOA shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.

ARTICLE 8: MAINTENANCE

8.1 Owner Maintenance: Each Owner shall maintain their Lot and improvements (including their private driveway) in good condition.

8.2 Fences: Each Owner shall maintain in good order any current fencing or future fencing that is on or borders their lot.

8.3 Fire break: it is the responsibility of each lot owner to maintain the fire break on their lot. (Reference: Fire Mitigation Plan) with the exception that the HOA shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.

8.4 Noxious Weeds: it is each lot owner's responsibility to ensure their lots are maintained properly to prevent noxious weeds. (Reference Valley County noxious weeds pamphlet,)

8.5 Landscape: Shall be low water/natural landscaping, prohibiting yews in landscaping

ARTICLE 9: ENFORCEMENT

9.1 Violations: The Association only may enforce these CC&Rs.

9.2 Fines: If authorized by majority vote, fines may be imposed after notice and opportunity to cure (per Idaho Code §55-3206).

9.3 Attorney Fees: Prevailing party in enforcement action recovers fees.

ARTICLE 10: DURATION AND AMENDMENT

10.1 Term: Perpetual, unless terminated by 100% Owner approval.

10.2 Amendment: By 67% vote of Owners, recorded in Valley County. During the Declarant control period, any amendment also requires Declarant's written consent.

ARTICLE 11: GENERAL PROVISIONS

11.1 Severability: Invalidity of one provision does not affect others.

11.2 Idaho Law: Governed by Idaho law; complies with Homeowners Association Act.

11.3 No Waiver: Failure to enforce does not waive rights.

IN WITNESS WHEREOF, Declarant executes this Declaration on this
Date _____ 2026.

[Declarant's Signature]

[Notary]

END-

Parametrix No. 314-4875-001 – Task 02.137

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Director
219 North Main Street
PO Box 1350
Cascade, ID 83611

Re: Herrick North Subdivision – Revised Grading and Drainage Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above-referenced revised plans and drainage report against the current Valley County (VC) Private and Public Road standards. Per our review and in coordination with the owner/engineer, the plan meets the required standards; therefore, we are recommending approval of the documents.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX



Paul Ashton, PE

cc: Jeff McFadden/Valley County Road Department
Anthony Dini, P.E./Crestline Engineers
Gregg Tankersley, P.E./Crestline Engineers





Cascade Rural Fire Protection District
P. O. Box 825
109 East Pine Street
Cascade, Idaho 83611-0825
208.382.3200 – Phone
208.382.4222 – Fax

February 6, 2026

To: Cynda Herrick
Valley County Planning and Zoning Administrator

RE: Herrick North fire suppression underground water tank

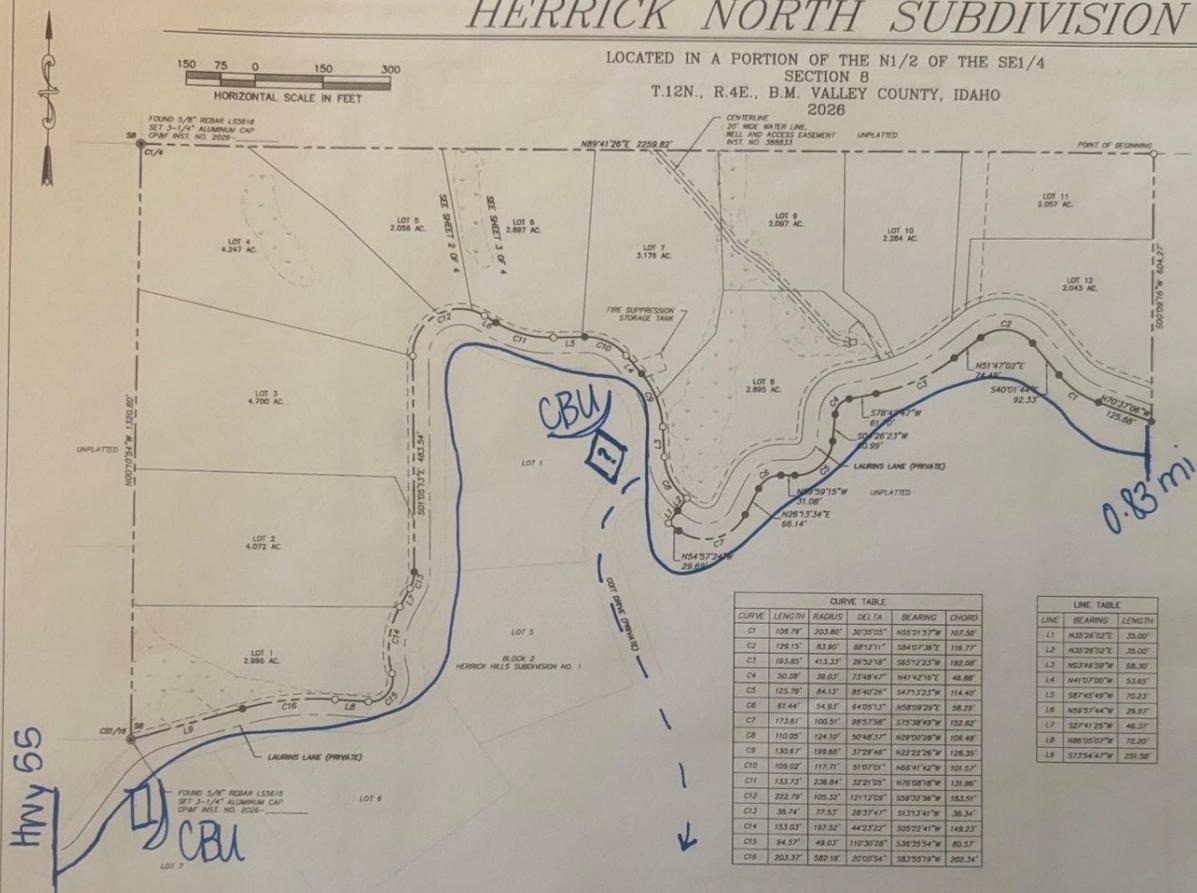
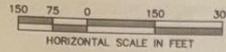
I have collaborated with Ted Larson, the developer of Herrick North subdivision, to fulfill the requirement for the installation of a 30,000-gallon underground water tank. My involvement in the project includes working with Mr. Larson on the tank's design to ensure compliance with CRFPD standards. Mr. Larson has provided me with design drawings from Used Tank Sales Inc., detailing a new steel tank engineered to meet all necessary CRFPD specifications. After the tank has been installed according to the manufacturer's specifications, CRFPD will draft water from the tank to verify that it meets CRFPD's requirements.

Respectfully,

Steven Hull
Fire Chief
Cascade Rural Fire District
steve@cascaderuralfire.com

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 6
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026



- NOTES**
- ALL ROADS AND ROAD RIGHTS OF WAY WITHIN THE BOUNDARIES DEPICTED ON THIS FINAL PLAT ARE PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE HERRICK NORTH SUBDIVISION HOMEOWNERS ASSOCIATION, INC. AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS BEING RECORDED CONCURRENTLY WITH THIS FINAL PLAT WITH THE OFFICE OF RECORDER OF VALLEY COUNTY, IDAHO, AS INSTRUMENT NUMBER.
 - SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED AS INSTRUMENT NO. 2026.
 - SEE SHARED DRIVEWAY MAINTENANCE AGREEMENT RECORDED AS INSTRUMENT NO. 2026.
 - ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO A PERMANENT PERPETUAL AND NON-EXCLUSIVE DRAINAGE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE, SUB-DRAINAGE AND SURFACE WATER MANAGEMENT FEATURES, FACILITIES AND IMPROVEMENTS REFERRED TO IN FAVOR OF THE DECLARANT AND THE ASSOCIATION. SEE STORM WATER DRAINAGE REPORT FOR HERRICK NORTH SUBDIVISION ON FILE IN THE OFFICE OF THE VALLEY COUNTY PLANNING AND ZONING ADMINISTRATOR.
 - ALL PROPERTIES SHOWN ON THIS FINAL PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF CONDITIONAL USE PERMIT NO. 25-014 AS ISSUED AND MODIFIED BY VALLEY COUNTY, IDAHO.
 - THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-5002 AND THE REQUIREMENTS IN I.C. 31-5002 ARE NOT APPLICABLE.
 - THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOT DEPICTED ON THIS FINAL PLAT.
 - NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEMS APPROVED IN ANY SANITARY RESTRICTION RELEASE.
 - REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
 - THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD. THE LEVEL OF SERVICE CAN BE CHANGED.
 - REFER TO MIDLAND URBAN INTERFACE FIRE PROTECTION PLAN FOR HERRICK NORTH SUBDIVISION RECORDED AS INSTR. NO. 2026.
 - SUBDIVISION LAND USES ARE SUBJECT TO CHANGE.
 - ONLY ONE WOOD BURNING DEVICE PER LOT WILL BE ALLOWED.
 - ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
 - THE SHARED DRIVEWAY EASEMENT LOCATED ON LOTS 1 AND 12 SHALL SERVE AS AN EMERGENCY ACCESS TURNAROUND.
 - FEMA FLOOD PANEL(S) 16085C255C FIRM EFFECTIVE DATE(S) 2/7/2019 FLOOD ZONE(S) ZONE F BASE FLOOD ELEVATION(S) N/A FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 2 AND TITLE 11 OF THE VALLEY COUNTY CODE.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	138.79	303.80	30°32'03"	N55°21'31"W	107.58
C2	129.15	83.80	88°12'11"	S04°07'38"E	116.77
C3	193.85	413.31	28°52'58"	S85°12'23"W	182.06
C4	38.28	38.01	73°48'47"	N41°42'18"E	46.88
C5	125.79	84.13	85°40'28"	S47°13'23"W	114.42
C6	81.44	54.83	64°05'13"	N58°09'29"E	58.29
C7	173.61	100.51	85°37'58"	S75°38'49"W	152.82
C8	110.05	124.10	50°48'31"	N29°00'28"W	108.48
C9	150.67	199.86	37°29'48"	N22°22'26"W	128.35
C10	105.02	117.71	51°07'01"	N65°41'42"W	101.57
C11	133.73	236.84	32°21'05"	N78°08'18"W	131.95
C12	222.79	105.32	121°12'09"	S59°32'56"W	183.51
C13	38.74	77.52	28°37'47"	S13°13'41"W	38.34
C14	153.03	187.52	44°23'22"	S05°22'41"W	148.23
C15	84.57	49.03	110°30'28"	S38°35'54"W	80.57
C16	203.37	382.18	20°50'54"	S83°59'19"W	202.54

LINE TABLE

LINE	BEARING	LENGTH
L1	N35°28'02"E	35.00
L2	N30°28'02"E	35.00
L3	N60°46'59"W	68.30
L4	N41°07'00"W	53.63
L5	S87°45'49"W	70.23
L6	N09°57'44"W	28.97
L7	S27°41'25"W	48.27
L8	N88°05'07"W	72.20
L9	S73°54'47"W	281.58

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING LOT OR PARCEL LINE

BASIS OF BEARING
HORIZONTAL DATUM BASED ON IDAHO STATE PLANE, IDAHO WEST ZONE 1103. COORDINATES WERE DERIVED FROM GPS OBSERVATIONS AND PROJECTED TO GROUND BY APPLYING A SCALE FACTOR OF 1.0000884423 TO GRID VALUES. DISTANCES ARE GROUND DISTANCES AND ARE IN U.S. SURVEY FEET.

- SET 3-1/4" ALUMINUM CAP MONUMENT ON FOUND 5/8" REBAR
- SET 5/8" x 24" REBAR WITH PLASTIC CAP 1514217
- FOUND 2-1/2" ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR 155618
- CALCULATED POINT, NO MONUMENT SET OR FOUND

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHEDS UNLESS NECESSARILY THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CENTRAL DISTRICT HEALTH, ENS DATE

INS. NO.



SHEET 1 OF 4

25 COYOTE TRAIL
CASCADE, ID 8311
PHONE: (208) 634-6898
WWW.DUNN.LANDSURVEYS.COM



*Cascade Post Office
if will be working with Philip
and Ted regarding the cluster by location. Approved development plans.
Postmaster, Bailey Sara*

Rob Pair

Subject: FW: Herrick Hills North Subdivision

From: Ted [REDACTED]
Sent: Friday, February 6, 2026 4:57 PM
To: Rob Pair <rpair@crestline-eng.com>; Philip Portsche [REDACTED]
Subject: Fwd: Herrick Hills North Subdivision

Hi Rob

Here is what Idaho power sent me for a Construction Guarantee letter and proof of payment in full. Also following is an approval letter from Steve Hull regarding the fire suppression system for Herrick North.

John Lillehaug is working on a wildfire Mitigation approval letter.

I should have it the first of next week.

Hope these are adequate. Let me know.

USPS approval is still pending

Let us know if these work and or any other items you need.

Respectfully

Ted Larson

Sent from my iPhone

Begin forwarded message:

From: Ted <[REDACTED]>
Date: February 6, 2026 at 4:30:31 PM MST
To: Philip Portsche [REDACTED]
Subject: Fwd: Herrick Hills North Subdivision

Sent from my iPhone

Begin forwarded message:

From: "Brown, Vance" <VBrown@idahopower.com>
Date: February 6, 2026 at 11:53:28 AM MST
To: [REDACTED]
Subject: Herrick Hills North Subdivision

Hey Ted,

We received full payment for your project on 12/5/2025 and will be starting construction late April 2026.

Let me know if you have any thoughts on this.

Thank you!

Vance Brown
Distribution Designer
Idaho Power
10790 Franklin Rd | Boise, ID | 83709

Office: (208)-388-5212
Email: VBrown@idahopower.com



IDAHO POWER LEGAL DISCLAIMER

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HERRICK NORTH SUBDIVISION

PART OF THE NW¼ OF THE SE¼ OF SECTION 8, T. 12N, R. 4E, B.M.,
CITY OF CASCADE, VALLEY COUNTY, IDAHO

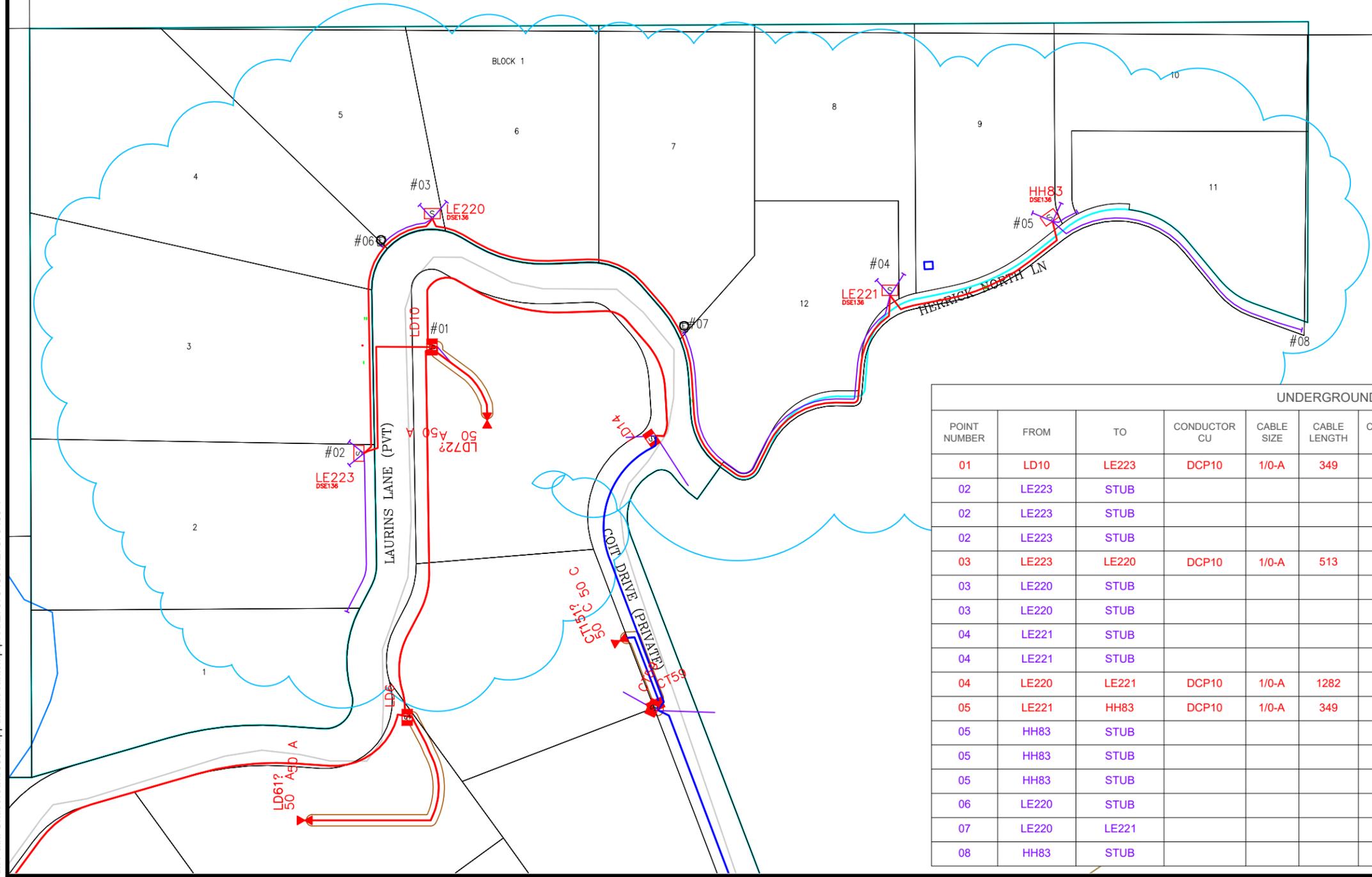
40" AVIAN CONSTRUCTION







Idaho Power requirements for residential service:
 



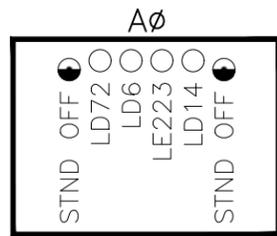
UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	TRENCH LENGTH	COMPACTION LENGTH	BORE LENGTH
01	LD10	LE223	DCP10	1/0-A	349	DDB2	2	320	100	50	0
02	LE223	STUB				DDB2	2	287	287		0
02	LE223	STUB				DDB2	2	10	10		0
02	LE223	STUB				DDB2	2	10	10		0
03	LE223	LE220	DCP10	1/0-A	513	DDB2	2	485	485		0
03	LE220	STUB				DDB2	2	10	10		0
03	LE220	STUB				DDB2	2	10	10		0
04	LE221	STUB				DDB2	2	10	10		0
04	LE221	STUB				DDB2	2	10	10		0
04	LE220	LE221	DCP10	1/0-A	1282	DDB2	2	1254	1254		0
05	LE221	HH83	DCP10	1/0-A	349	DDB2	2	321	321		0
05	HH83	STUB				DDB2	2	10	10		0
05	HH83	STUB				DDB2	2	10	10		0
05	HH83	STUB				DDB2	2	45	45		0
06	LE220	STUB				DDB2	2	109	-		0
07	LE220	LE221				DDB2	2	1254	-		0
08	HH83	STUB				DDB2	2	518	518		0

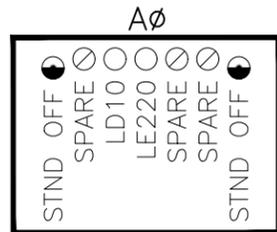
By: tvb0556 Date: 12/5/2025 10:04 AM Path: C:\users\tvb0556\appdata\local\temp\prod\27679486\127679486-1

Work Order Description: HERRICK HILLS NORTH Additional Description: UNDERGROUND FACILITIES FOR 12 LOTS Additional Description: LAURINS RD		Customer Signature: _____ Date: _____	Feeder Name: CSCD13 City: CASCADE State: ID Cadastral Code: 1120408 County: VALLEY	Avian Zone: 40 INCH Arc Flash Rating: BLUE Wildfire Zone: 2 Joint Use Attachment: NO Cutover: NO Coordinate System: IPTM	PreBuilt Date: Built as Designed: Construction Date: Operating Voltage: 7.2KV Work Order Revision:	Designer: TVB0556 Design No: 0000176838 Design Version: 1 Work Order No: 27679486
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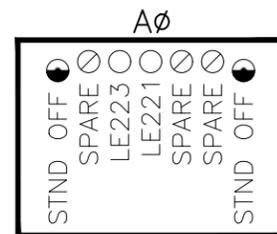
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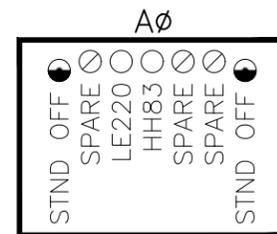
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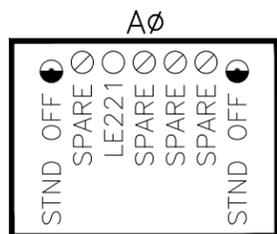
LE223



LE220



LE221



HH83

DEVELOPER TO STAKE RUNNING LINE, FINAL GRADE AND DEVICE LOCATIONS.
ALL TRENCH SPOILS TO BE LEFT ON SITE.

FIRE-RESISTANT BARRIER
WHERE IT IS NOT PRACTICAL TO OBTAIN THE SPECIFIED CLEARANCES BETWEEN THE EQUIPMENT AND THE COMBUSTIBLE BUILDING SURFACES OR OPENINGS, THE CUSTOMER MAY PROVIDE FIRE-RESISTANT BARRIERS MADE OF NON-COMBUSTIBLE MATERIALS AND MEETING ALL APPLICABLE BUILDING CODES AND IDAHO POWER REQUIREMENTS.

NOTES:

- VARY THE HEIGHT AND LENGTH OF THE BARRIER TO FIT THE NEEDS OF EACH APPLICATION.
- ALLOW SPACE FOR REASONABLE VARIATIONS IN THE SIZE OF THE EQUIPMENT SHOULD IT BE REPLACED IN THE FUTURE.
- THE 10' CLEARANCE IS MEASURED "LINE-OF-SIGHT" BETWEEN THE NEAREST POINT ON THE EQUIPMENT AND THE WALL OR OPENING.

NON-COMBUSTIBLE WALLS WITH OPENINGS:
A 10' CLEARANCE IS REQUIRED IN FRONT, TO EACH SIDE AND VERTICALLY OF ANY DOOR, WINDOW THAT OPENS, AIR INTAKE VENT OR FIRE ESCAPE ROUTE LOCATED ON A NON-COMBUSTIBLE WALL OR SURFACE.

COMBUSTIBLE WALLS:
A 10' CLEARANCE IS REQUIRED FOR COMBUSTIBLE WALLS OR SURFACES.

NOTE:

- THESE DIMENSIONS MAY BE REDUCED IF THE CUSTOMER PROVIDES A SUITABLE FIRE BARRIER.

I HEREBY CERTIFY THAT THE DETAILS OF THIS PLAT ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. IDAHO POWER COMPANY (IPC) IS HEREBY AUTHORIZED AND REQUESTED TO INSTALL, OPERATE AND MAINTAIN ELECTRICAL FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT. IPC WILL NOT BE REQUIRED TO REMOVE OR RELOCATE SUCH ELECTRICAL FACILITIES UNLESS THE COST OF SUCH RELOCATION OR REMOVAL IS PAID IN ADVANCE BY L & P HOLDINGS OR ANY SUBSEQUENT OWNER OF THE SUBDIVISION PROPERTY. THE UTILITY EASEMENTS SET FORTH IN THE FINAL, RECORDED PLAT FOR THE SUBDIVISION WILL PROPERLY ENCOMPASS IPC'S ELECTRICAL FACILITIES.

Customer Signature:

Date:

Work Order Description:
HERRICK HILLS NORTH

Additional Description:
UNDERGROUND FACILITIES FOR 12 LOTS

Additional Description:
LAURINS RD



Feeder Name CSCD13	
City CASCADE	Cadastral Code 1120408
State ID	County VALLEY

Avian Zone: **40 INCH**
Arc Flash Rating: **BLUE**
Wildfire Zone: **2**
Joint Use Attachment: **NO**
Cutover: **NO**
Coordinate System: **IPTM**

PreBuilt Date:
Built as Designed:
Construction Date:
Operating Voltage: **7.2KV**
Work Order Revision:

Designer: **TVB0556**
Design No: **0000176838**
Design Version: **1**
Work Order No: **27679486**

August 28, 2025

Cynda Herrick, Director

Valley County Planning & Zoning Department

219 N. Main Street

PO Box 1350

Cascade, ID 83611

Re: Proof of Legal Access for Property in Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho (Parcel Owned by L&P Holdings LLC)

Dear Ms. Herrick:

I am writing on behalf of L&P Holdings LLC, the current owner of the subject property located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho. This letter responds to your department's request for proof that we have the legal right to use the private road providing access to the property. As detailed below, our access is secured through a recorded perpetual easement that runs with the land, supported by a complete chain of title, and is protected under Idaho state law, specifically Idaho Code §§ 55-601, 55-604, and 5-203, in compliance with Valley County requirements for legal access in permitting processes.

The legal right to use the private road is established by an express easement granted by Boise Cascade Corporation to Duane William Garrett and Mary L. Garrett on January 28, 1994, and recorded in Valley County on March 14, 1994, under Recording Number 202664. This easement provides a nonexclusive, 60-foot-wide right-of-way for ingress and egress to the subject property, with a detailed metes and bounds description (Exhibit A) and a map delineating the road's path from a point 371.10 feet north of the southeast corner of the N1/2 SE1/4 northward to Station 188+00, connecting to a public right-of-way (State Highway 55). The easement is perpetual and appurtenant to the land under Idaho Code § 55-604, limiting use to access purposes, with terms including shared maintenance based on usage, indemnity provisions, and restrictions ensuring no unreasonable interference. The document, including notary acknowledgments from Ada County, Idaho, executed on March 14, 1994, confirms its proper execution and recording.

Under Idaho law, the following statutes affirm our legal rights:

- Idaho Code § 55-601: Defines an easement as a right in another's land, including for roads or pathways, which applies to this 60-foot-wide right-of-way.
- Idaho Code § 55-604: Specifies that easements appurtenant, such as this one, run with the land and transfer automatically to subsequent owners without interruption, ensuring L&P Holdings LLC's rights.
- Idaho Code § 5-203: Establishes the framework for property rights continuity, supporting the easement's validity over time absent termination.

The chain of title for the subject property confirms this transfer without interruption or termination:

- Boise Cascade Corporation to Duane William Garrett (Warranty Deed, Recording No. 202665, 1994)
- Estate of Duane W. Garrett & Mary Garrett to Carol Garrett (Personal Representative's Deed, Recording No. 402828)
- Carol Garrett to Roger Garrett (Quitclaim Deed, Recording No. 436613)
- Roger Garrett to Stuart O. Welton & Raeleen G. Welton (Warranty Deed, Recording No. 446143)
- Stuart O. Welton & Raeleen G. Welton to L&P Holdings LLC (Warranty Deed, Recording No. 2024-467101, 2024)

This chain has been verified through title insurance, confirming Boise Cascade's ownership of the servient estate at the time of granting and the easement's ongoing validity. No evidence exists of abandonment, merger, or other termination under Idaho law.

Enclosed for your review are copies of:

- The recorded Easement Agreement (Recording No. 202664), including all pages with terms, notary acknowledgments, Exhibit A (metes and bounds), and the map
- The deeds in the chain of title listed above

These documents demonstrate our legal right to use the private road for access, satisfying Valley County requirements for proof of legal access in applications for permits or development, as outlined in the Valley County Code and Idaho's Local Land Use Planning Act (Idaho Code § 67-6501 et seq.). If additional information is needed, such as a current survey confirming the road's location please let us know.

Please see all the attached documentation.

Thank you for your attention to this matter. We appreciate your assistance in ensuring compliance with county regulations.

Sincerely,

Philip M Portsche

Member

L&P Holdings LLC

EASEMENT

THIS EASEMENT is dated this 24th day of January, 1994, from BOISE CASCADE CORPORATION, a Delaware corporation ("Grantor"), to DUANE WILLIAM GARRETT and MARY L. GARRETT ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee, their heirs, successors and assigns a nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Valley, state of Idaho, more particularly described as Point A to Point B on Exhibit A attached hereto and by this reference made a part hereof. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs, successors and assigns:

a. Except as herein limited, Grantee shall have the right to construct, reconstruct, use, and maintain a road over the Easement for access to the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho ("Grantee's lands"). Grantee shall have the right to four access roads from Grantee's property onto the Easement. Grantee may use the road over the Easement only for ingress and egress and for no other purpose whatever.

This Easement shall be subject to traffic control and other regulations promulgated by Grantor from time to time, including the right of Grantor to close the road during periods of high fire danger or soft road conditions, provided Grantor shall also have suspended its operation in the area of the Easement. Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to the conduct of the Grantee on the Easement.

b. The term of this Easement shall be perpetual.

c. The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or Grantee permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event Grantee or any third party using the Easement with the consent or permission of Grantee shall damage the road or other improvements on the Easement beyond that occasioned by normal use and repaired by normal maintenance, then Grantee shall, at its sole cost and expense, cause such damage to

be repaired. Grantor shall have no obligation to repair or maintain the road during periods when the road is not being used by Grantor. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

d. Grantee agrees to indemnify and hold Grantor harmless and, at Grantee's expense, to defend Grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to employees of Grantor, or damage to or destruction of any property, including but not limited to property of Grantor, or any fire resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or the Grantee's exercise of the rights herein granted; provided, however, Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property, resulting from the sole negligence of Grantor.

e. Grantee may permit third parties to exercise the rights of Grantee under this Easement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

f. This Easement shall be deemed appurtenant to, and not transferable separate from Grantee's land designated above.

2. This Easement is granted subject to the following reservations by Grantor for itself, its permittees, contractors, assigns and successors in interest:

a. The right, without cost, to cross and recross the Easement and the road at any place along said road by any reasonable means and to use the Easement for any other purpose deemed necessary or desirable by Grantor, including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by it. Grantor shall have the right to unrestricted use of the road for the purpose of operating and moving specialized logging vehicles or other equipment. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the

road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road for disposal by Grantor.

c. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road.

d. Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

IN WITNESS WHEREOF, the parties hereof have executed this instrument on the day and year first hereinabove written.

GRANTOR:
BOISE CASCADE CORPORATION

By J. W. Hill
Vice President

GRANTEE:

Doane W. Garrett
DUANE WILLIAM GARRETT

Mary L. Garrett
MARY L. GARRETT

202664

MOUNTAIN TITLE & ESCROW
REQUISITED BY
MOUNTAIN TITLE & ESCROW

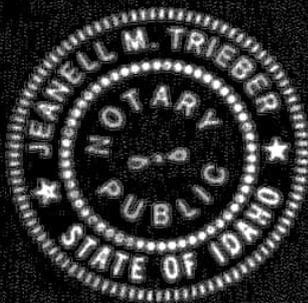
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TYPE mount
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VAL 1000
BY J. W. Hill
FEE

JP30813E

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 25th day of January, 1994, before me, the undersigned, a notary public in and for said state, personally appeared J. W. Holleran, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation 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.



Jeanell M. Trieber
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/97

STATE OF IDAHO)
COUNTY OF Ada) ss.

On this 14th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DUANE WILLIAM GARRETT and MARY L. GARRETT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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.

Ram Cardona
Notary Public for
Residing at: Boise
My Commission expires: March 1996

JP30813E

ROAD EASEMENT
T. 12N., R. 4E., B.M.



OF ENDING, of said 60 foot-wide easement, which point bears N 14° 27' 15" E, a distance of 344.68 feet from highway station 188+00, as marked by a found right-of-way monument.



EXHIBIT A

A 60-foot wide easement for ingress and egress on a private road located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more particularly described, as follows:

Commencing at the East quarter corner of said Section 8, a found aluminum monument, C.P.F. Instrument 124877 corner records of said Valley County; thence a bearing of $589^{\circ} 31' 17''$ West, a distance of 371.30 feet on the North boundary of said North Half of the Southeast Quarter to a set 5/8 inch rebar; thence a bearing South, a distance of 561.80 feet to the centerline of said private road, being the TRUE POINT OF BEGINNING of said easement.

Thence a bearing of $N 70^{\circ} 46' 07'' W$, a distance of 111.99 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 163.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 87.32 feet, and a long chord which bears $N 55^{\circ} 25' 11'' W$, a distance of 86.28 feet to a point; Thence a bearing of $N 48^{\circ} 12' 15'' W$, a distance of 92.31 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 123.89 feet, a delta angle of $83^{\circ} 10' 21''$, a length of 190.65 feet, and a long chord which bears $N 84^{\circ} 17' 26'' W$, a distance of 172.39 feet to a point; Thence a bearing of $S 51^{\circ} 37' 24'' W$, a distance of 74.52 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 373.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 175.05 feet, and a long chord which bears $S 65^{\circ} 03' 21'' W$, a distance of 173.45 feet to a point; Thence a bearing of $S 78^{\circ} 29' 18'' W$, a distance of 61.62 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 102.23 feet, and a long chord which bears $S 41^{\circ} 25' 57'' W$, a distance of 95.25 feet to a point; Thence a bearing of $S 4^{\circ} 22' 16'' W$, a distance of 61.38 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 44.13 feet, a delta angle of $35^{\circ} 34' 23''$, a length of 65.90 feet, and a long chord which bears $S 47^{\circ} 09' 47'' W$, a distance of 59.95 feet to a point; Thence a bearing of $S 39^{\circ} 56' 58'' W$, a distance of 30.96 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 94.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 106.01 feet, and a long chord which bears $S 57^{\circ} 57' 25'' W$, a distance of 100.59 feet to a point; Thence a bearing of $S 25^{\circ} 57' 52'' W$, a distance of 66.22 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 60.51 feet, a delta angle of $99^{\circ} 21' 18''$, a length of 104.93 feet, and a long chord which bears $S 75^{\circ} 38' 31'' W$, a distance of 92.26 feet to a point; Thence a bearing of $N 54^{\circ} 40' 50'' W$, a distance of 29.19 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 154.10 feet, a delta angle of $50^{\circ} 48' 43''$, a length of 135.67 feet, and a long chord which bears $N 29^{\circ} 16' 25'' W$, a distance of 132.23 feet to a point; Thence a bearing of $S 3^{\circ} 52' 09'' W$, a distance of 68.23 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 169.46 feet, a delta angle of $17^{\circ} 39' 06''$, a length of 116.49 feet, and a long chord which bears $N 22^{\circ} 26' 31'' W$, a distance of 109.02 feet to a point; Thence a bearing of $N 11^{\circ} 31' 02'' W$, a distance of 53.63 feet on said centerline to a point; Thence on a curve to the left, on said

EASEMENT

THIS EASEMENT is dated this 24th day of January, 1994, from BOISE CASCADE CORPORATION, a Delaware corporation ("Grantor"), to DUANE WILLIAM GARRETT and MARY L. GARRETT ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee, their heirs, successors and assigns a nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Valley, state of Idaho, more particularly described as Point A to Point B on Exhibit A attached hereto and by this reference made a part hereof. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs, successors and assigns:

a. Except as herein limited, Grantee shall have the right to construct, reconstruct, use, and maintain a road over the Easement for access to the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho ("Grantee's lands"). Grantee shall have the right to four access roads from Grantee's property onto the Easement. Grantee may use the road over the Easement only for ingress and egress and for no other purpose whatever.

This Easement shall be subject to traffic control and other regulations promulgated by Grantor from time to time, including the right of Grantor to close the road during periods of high fire danger or soft road conditions, provided Grantor shall also have suspended its operation in the area of the Easement. Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to the conduct of the Grantee on the Easement.

b. The term of this Easement shall be perpetual.

c. The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or Grantee permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event Grantee or any third party using the Easement with the consent or permission of Grantee shall damage the road or other improvements on the Easement beyond that occasioned by normal use and repaired by normal maintenance, then Grantee shall, at its sole cost and expense, cause such damage to

be repaired. Grantor shall have no obligation to repair or maintain the road during periods when the road is not being used by Grantor. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

d. Grantee agrees to indemnify, and hold Grantor harmless and, at Grantee's expense, to defend Grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to employees of Grantor, or damage to or destruction of any property, including but not limited to property of Grantor, or any fire resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or the Grantee's exercise of the rights herein granted; provided, however, Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property, resulting from the sole negligence of Grantor.

e. Grantee may permit third parties to exercise the rights of Grantee under this Easement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

f. This Easement shall be deemed appurtenant to and not transferable separate from Grantee's land designated above.

2. This Easement is granted subject to the following reservations by Grantor for itself, its permittees, contractors, assigns and successors in interest:

a. The right, without cost, to cross and recross the Easement and the road at any place along said road by any reasonable means and to use the Easement for any other purpose deemed necessary or applicable by Grantor, including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by it. Grantor shall have the right to unrestricted use of the road for the purpose of operating and moving specialized logging vehicles or other equipment. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the

road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road for disposal by Grantor.

c. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road.

d. Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

IN WITNESS WHEREOF, the parties hereof have executed this instrument on the day and year first hereinabove written.

GRANTOR:
BOISE CASCADE CORPORATION

By *J. W. Hill*
Vice President

GRANTEE:

Doane W. Garrett
DOANE WILLIAM GARRETT

Mary L. Garrett
MARY L. GARRETT

202664

MOUNTAIN TITLE & ESCROW
REQUESTED BY
RESPONDENT

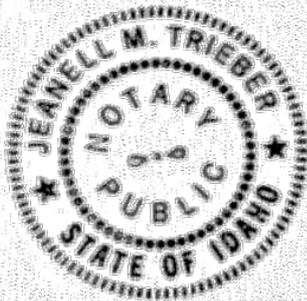
MAR 14 11 40 AM '51
TYPE *mount 12*
VALUED
BY *J. W. Hill*
FEE *54.00*

JP30813E

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 25th day of January, 1994, before me, the undersigned, a notary public in and for said state, personally appeared J. W. Holleran, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation 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.



Jeanell M. Trieber
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/97

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 14th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DUANE WILLIAM GARRETT and MARY L. GARRETT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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.

Ram Cardona
Notary Public for
Residing at: Boise
My Commission expires: March 1996

JP30813E

ROAD EASEMENT

T. 12N., R. 4E., B.M.



PVI

PVI

102

A

B

BLM

101

BCC FEED

115

18

STATE

16

11

112

OF ENDING, of said 60 foot-wide easement, which point bears N 14° 27' 15" E, a distance of 144.68 feet from highway station 188+00, as marked by a found right-of-way monument.



... a radius of 227.75 feet, a delta angle of 32° 34' 57", a length of 150.00 feet, and a long chord which bears N 87° 13' 52" W, a distance of 150.00 feet to a point. Thence on a curve to the right, on said centerline, which curve has a radius of 227.75 feet, a delta angle of 32° 34' 57", a length of 150.00 feet, and a long chord which bears N 76° 15' 32" W, a distance of 148.68 feet to a point. Thence a bearing of N 60° 04' 53" W, a distance of 25.97 feet on said centerline to a point. Thence on a curve to the left, on said centerline, which curve has a radius of 78.32 feet, a delta angle of 121° 02' 13", a length of 154.26 feet, and a long chord which bears S 59° 20' 35" W, a distance of 154.26 feet to a point. Thence a bearing of S 1° 14' 13" E, a distance of 143.50 feet on said centerline to a point. Thence on a curve to the right, on said centerline, which curve has a radius of 127.00 feet, a delta angle of 32° 37' 43", a length of 150.00 feet, and a long chord which bears S 13° 04' 41" W, a distance of 149.17 feet to a point. Thence a bearing of S 27° 23' 11" W, a distance of 40.33 feet on said centerline to a point. Thence on a curve to the left, on said centerline, which curve has a radius of 127.00 feet, a delta angle of 32° 37' 43", a length of 150.00 feet, and a long chord which bears S 5° 13' 09" W, a distance of 150.00 feet to a point. Thence on a curve to the right, on said centerline, which curve has a radius of 74.03 feet, a delta angle of 41° 43' 14", a length of 122.72 feet, and a long chord which bears S 16° 21' 32" W, a distance of 130.04 feet to a point. Thence a bearing of N 60° 04' 53" W, a distance of 72.13 feet on said centerline to a point. Thence on a curve to the left, on said centerline, which curve has a radius of 252.13 feet, a delta angle of 32° 37' 43", a length of 150.00 feet, and a long chord which bears S 13° 04' 41" W, a distance of 149.17 feet to a point. Thence a bearing of S 27° 23' 11" W, a distance of 171.59 feet on said centerline to a point. Thence on a curve to the left, on said centerline, which curve has a radius of 225.02 feet, a delta angle of 32° 37' 43", a length of 150.00 feet, and a long chord which bears S 24° 28' 42" W, a distance of 131.70 feet to a point. Thence a bearing of S 37° 14' 59" W, a distance of 163.32 feet on said centerline to a point. Thence on a curve to the right, on said centerline, which curve has a radius of 74.92 feet, a delta angle of 32° 31' 56", a length of 121.34 feet, and a long chord which bears S 12° 31' 30" W, a distance of 76.02 feet to a point. Thence a bearing of N 60° 04' 53" W, a distance of 94.91 feet on said centerline to a point. Thence on a curve to the right, on said centerline, which curve has a radius of 110.34 feet, a delta angle of 1° 11' 14", a length of 121.34 feet, and a long chord which bears N 11° 11' 14" E, a distance of 73.34 feet to a point. Thence a bearing of N 11° 11' 14" E, a distance of 121.34 feet on said centerline to a point. Thence on a curve to the left, on said centerline, which curve has a radius of 110.34 feet, a delta angle of 1° 11' 14", a length of 121.34 feet, and a long chord which bears N 11° 11' 14" E, a distance of 121.34 feet to a point. Thence a bearing of S 11° 11' 14" W, a distance of 121.34 feet on said centerline to a point. Thence on a curve to the right, on said centerline, which curve has a radius of 110.34 feet, a delta angle of 1° 11' 14", a length of 121.34 feet, and a long chord which bears S 11° 11' 14" W, a distance of 121.34 feet to a point. Thence a bearing of N 11° 11' 14" E, a distance of 121.34 feet on said centerline to a point.

EXHIBIT A

A 60-foot wide easement for ingress and egress on a private road located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more particularly described as follows:

Commencing at the East quarter corner of said Section 8, a found aluminum monument, C.P.F. Instrument 124877 corner records of said Valley County; thence a bearing of $589^{\circ} 31' 17''$ West, a distance of 371.30 feet on the North boundary of said North Half of the Southeast Quarter to a set $5/8$ inch rebar; thence a bearing South, a distance of 561.80 feet to the centerline of said private road, being the TRUE POINT OF BEGINNING of said easement.

Thence a bearing of $N 70^{\circ} 46' 07'' W$, a distance of 111.99 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 163.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 87.32 feet, and a long chord which bears $N 55^{\circ} 29' 11'' W$, a distance of 86.28 feet to a point; Thence a bearing of $N 40^{\circ} 12' 15'' W$, a distance of 92.31 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 123.89 feet, a delta angle of $83^{\circ} 10' 21''$, a length of 190.65 feet, and a long chord which bears $N 84^{\circ} 17' 26'' W$, a distance of 172.39 feet to a point; Thence a bearing of $S 51^{\circ} 37' 24'' W$, a distance of 74.52 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 373.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 175.05 feet, and a long chord which bears $S 65^{\circ} 03' 21'' W$, a distance of 173.45 feet to a point; Thence a bearing of $S 78^{\circ} 29' 18'' W$, a distance of 61.62 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 102.23 feet, and a long chord which bears $S 41^{\circ} 25' 57'' W$, a distance of 95.25 feet to a point; Thence a bearing of $S 4^{\circ} 22' 36'' W$, a distance of 61.08 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 44.13 feet, a delta angle of $85^{\circ} 34' 23''$, a length of 65.90 feet, and a long chord which bears $S 47^{\circ} 09' 47'' W$, a distance of 59.95 feet to a point; Thence a bearing of $S 39^{\circ} 56' 58'' W$, a distance of 30.96 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 94.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 106.01 feet, and a long chord which bears $S 57^{\circ} 57' 25'' W$, a distance of 100.59 feet to a point; Thence a bearing of $S 25^{\circ} 57' 52'' W$, a distance of 66.22 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 60.51 feet, a delta angle of $99^{\circ} 21' 18''$, a length of 104.93 feet, and a long chord which bears $S 75^{\circ} 38' 31'' W$, a distance of 92.26 feet to a point; Thence a bearing of $N 54^{\circ} 40' 50'' W$, a distance of 29.19 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 154.20 feet, a delta angle of $50^{\circ} 43' 48''$, a length of 136.67 feet, and a long chord which bears $N 29^{\circ} 16' 25'' W$, a distance of 132.23 feet to a point; Thence a bearing of $S 3^{\circ} 52' 09'' W$, a distance of 48.29 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 169.66 feet, a delta angle of $37^{\circ} 29' 06''$, a length of 118.99 feet, and a long chord which bears $S 22^{\circ} 36' 33'' W$, a distance of 109.02 feet to a point; Thence a bearing of $N 41^{\circ} 21' 37'' W$, a distance of 53.63 feet on said centerline to a point; Thence on a curve to the left, on said

202664
3/14/94

EASEMENT

THIS EASEMENT is dated this 24th day of January, 1994, from BOISE CASCADE CORPORATION, a Delaware corporation ("Grantor"), to DUANE WILLIAM GARRETT and MARY L. GARRETT ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee, their heirs, successors and assigns a nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Valley, state of Idaho, more particularly described as Point A to Point B on Exhibit A attached hereto and by this reference made a part hereof. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs, successors and assigns:

a. Except as herein limited, Grantee shall have the right to construct, reconstruct, use, and maintain a road over the Easement for access to the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho ("Grantee's lands"). Grantee shall have the right to four access roads from Grantee's property onto the Easement. Grantee may use the road over the Easement only for ingress and egress and for no other purpose whatever.

This Easement shall be subject to traffic control and other regulations promulgated by Grantor from time to time, including the right of Grantor to close the road during periods of high fire danger or soft road conditions, provided Grantor shall also have suspended its operation in the area of the Easement. Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to the conduct of the Grantee on the Easement.

b. The term of this Easement shall be perpetual.

c. The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or Grantee permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event Grantee or any third party using the Easement with the consent or permission of Grantee shall damage the road or other improvements on the Easement beyond that occasioned by normal use and repaired by normal maintenance, then Grantee shall, at its sole cost and expense, cause such damage to

be repaired. Grantor shall have no obligation to repair or maintain the road during periods when the road is not being used by Grantor. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

d. Grantee agrees to indemnify and hold Grantor harmless and, at Grantee's expense, to defend Grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to employees of Grantor, or damage to or destruction of any property, including but not limited to property of Grantor, or any fire resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or the Grantee's exercise of the rights herein granted; provided, however, Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property, resulting from the sole negligence of Grantor.

e. Grantee may permit third parties to exercise the rights of Grantee under this Easement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

f. This Easement shall be deemed appurtenant to and not transferable separate from Grantee's lands designated above.

2. This Easement is granted subject to the following reservations by Grantor for itself, its permittees, contractors, assigns and successors in interest:

a. The right, without cost, to cross and recross the Easement and the road at any place along said road by any reasonable means and to use the Easement for any other purpose deemed necessary or desirable by Grantor, including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by it. Grantor shall have the right to unrestricted use of the road for the purpose of operating and moving specialized logging vehicles or other equipment. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the

road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road for disposal by Grantor.

c. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road.

d. Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

IN WITNESS WHEREOF, the parties hereof have executed this instrument on the day and year first hereinabove written.

GRANTOR:
BOISE CASCADE CORPORATION

By *[Signature]*
Vice President

GRANTEE:

[Signature]
DUANE WILLIAM GARRETT

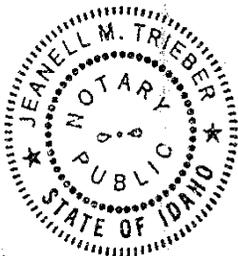
[Signature]
MARY L. GARRETT

202664
MOUNTAIN TITLE & ESCROW
REQUESTED BY: _____
RECORDED
MAR 14 11 46 AM '94
TYPE: *man 112*
VALLEY, OR
FEE: *5.00*

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 25th day of January, 1994, before me, the undersigned, a notary public in and for said state, personally appeared J. W. Holleran, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation 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.



Jeannell M. Trieber
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/97

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 14th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DUANE WILLIAM GARRETT and MARY L. GARRETT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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.

Pam Cardona
Notary Public for
Residing at: Boise
My Commission expires: March 1996

JP30813E

EXHIBIT A

A 60-foot wide easement for ingress and egress on a private road located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more particularly described as follows:

Commencing at the East quarter corner of said Section 8, a found aluminum monument, C.P. Instrument 124877 corner records of said Valley County; thence a bearing of $S 89^{\circ} 31' 17''$ West, a distance of 371.30 feet on the North boundary of said North Half of the Southeast Quarter to a set 5/8 inch rebar; thence a bearing South, a distance of 561.80 feet to the centerline of said private road, being the TRUE POINT OF BEGINNING of said easement.

Thence a bearing of $N 70^{\circ} 46' 07''$ W, a distance of 111.99 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 163.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 87.32 feet, and a long chord which bears $N 55^{\circ} 29' 11''$ W, a distance of 86.28 feet to a point; Thence a bearing of $N 40^{\circ} 12' 15''$ W, a distance of 92.31 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 123.89 feet, a delta angle of $88^{\circ} 10' 21''$, a length of 190.65 feet, and a long chord which bears $N 84^{\circ} 17' 26''$ W, a distance of 172.39 feet to a point; Thence a bearing of $S 51^{\circ} 37' 24''$ W, a distance of 74.52 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 373.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 175.05 feet, and a long chord which bears $S 65^{\circ} 03' 21''$ W, a distance of 173.45 feet to a point; Thence a bearing of $S 78^{\circ} 29' 18''$ W, a distance of 61.62 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 102.23 feet, and a long chord which bears $S 41^{\circ} 25' 37''$ W, a distance of 95.25 feet to a point; Thence a bearing of $S 4^{\circ} 22' 16''$ W, a distance of 61.88 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 44.13 feet, a delta angle of $85^{\circ} 34' 23''$, a length of 65.90 feet, and a long chord which bears $S 47^{\circ} 09' 47''$ W, a distance of 59.95 feet to a point; Thence a bearing of $S 39^{\circ} 56' 58''$ W, a distance of 30.96 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 94.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 106.01 feet, and a long chord which bears $S 57^{\circ} 57' 25''$ W, a distance of 108.59 feet to a point; Thence a bearing of $S 25^{\circ} 57' 52''$ W, a distance of 66.22 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 60.51 feet, a delta angle of $99^{\circ} 21' 18''$, a length of 104.93 feet, and a long chord which bears $S 75^{\circ} 38' 11''$ W, a distance of 92.26 feet to a point; Thence a bearing of $N 54^{\circ} 40' 50''$ W, a distance of 29.19 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 154.10 feet, a delta angle of $58^{\circ} 48' 48''$, a length of 116.67 feet, and a long chord which bears $N 29^{\circ} 18' 25''$ W, a distance of 132.23 feet to a point; Thence a bearing of $N 2^{\circ} 52' 08''$ W, a distance of 68.29 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 169.66 feet, a delta angle of $17^{\circ} 23' 06''$, a length of 118.49 feet, and a long chord which bears $N 22^{\circ} 26' 38''$ W, a distance of 109.82 feet to a point; Thence a bearing of $N 12^{\circ} 21' 07''$ W, a distance of 53.63 feet on said centerline to a point; Thence on a curve to the left, on said

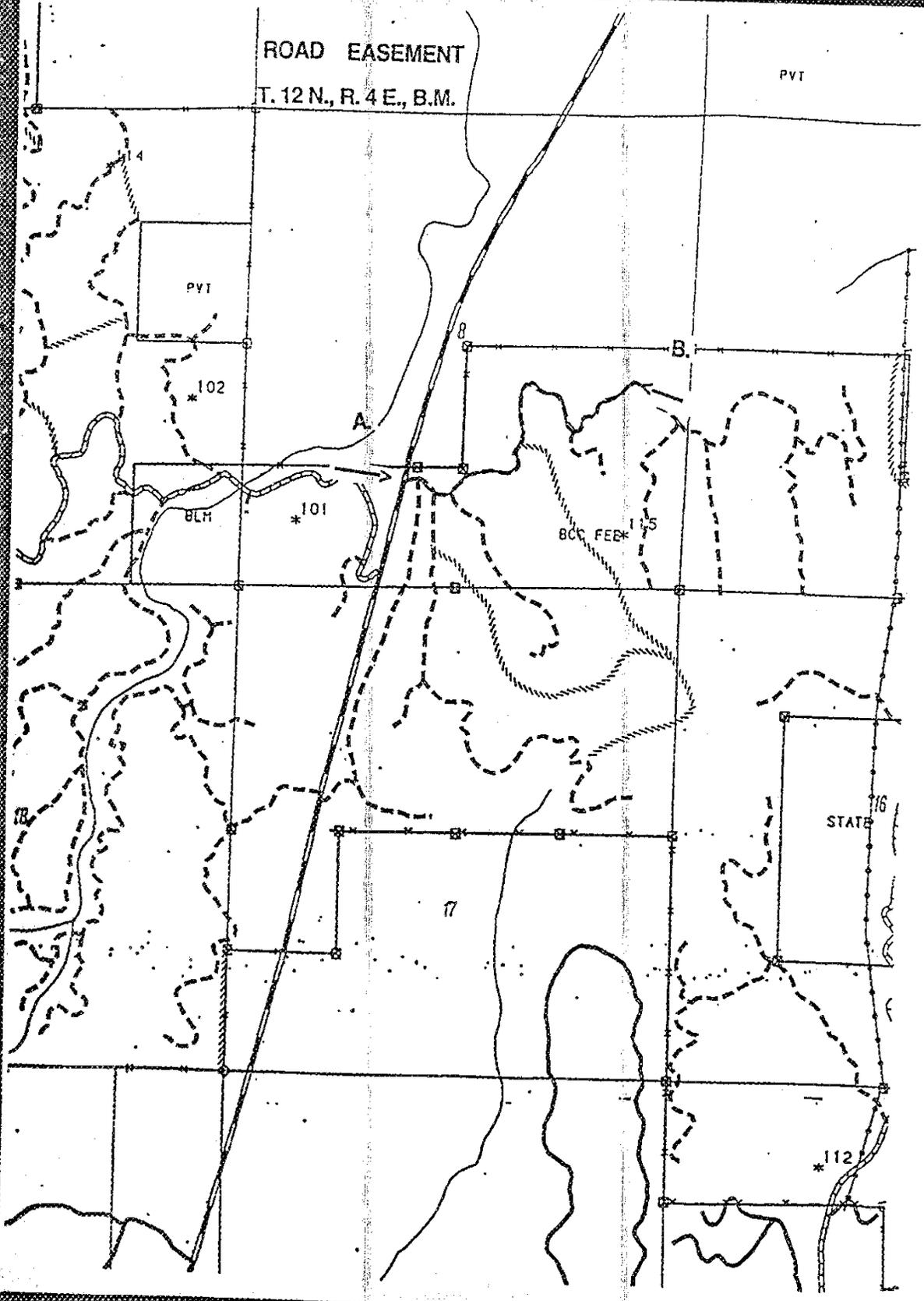
centerline, which curve has a radius of 87.71 feet, a delta angle of 51° 04' 58", a length of 78.20 feet, and a long chord which bears N 66° 53' 36" W, a distance of 75.63 feet to a point; Thence a bearing of S 87° 33' 55" W, a distance of 70.18 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 266.84 feet, a delta angle of 32° 21' 07", a length of 150.67 feet, and a long chord which bears N 76° 15' 32" W, a distance of 148.68 feet to a point; Thence a bearing of N 60° 04' 58" W, a distance 29.97 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 75.32 feet, a delta angle of 121° 09' 15", a length of 159.26 feet, and a long chord which bears S 59° 20' 25" W, a distance of 131.20 feet to a point; Thence a bearing of S 1° 14' 13" E, a distance of 483.56 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 107.53 feet, a delta angle of 28° 37' 45", a length of 53.73 feet, and a long chord which bears S 13° 04' 41" W, a distance of 53.17 feet to a point; Thence a bearing of S 27° 23' 33" W, a distance of 46.28 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 167.52 feet, a delta angle of 44° 20' 46", a length of 129.66 feet, and a long chord which bears S 5° 13' 09" W, a distance of 126.45 feet to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 79.03 feet, a delta angle of 110° 43' 14", a length of 152.72 feet, and a long chord which bears S 38° 24' 22" W, a distance of 130.04 feet to a point; Thence a bearing of N 86° 14' 01" W, a distance of 72.10 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 552.18 feet, a delta angle of 20° 01' 15", a length of 192.95 feet, and a long chord which bears S 83° 45' 21" W, a distance of 191.97 feet to a point; Thence a bearing of S 73° 44' 44" W, a distance of 171.52 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 205.02 feet, a delta angle of 37° 29' 50", a length of 134.18 feet, and a long chord which bears S 54° 59' 49" W, a distance of 131.79 feet to a point; Thence a bearing of S 36° 14' 53" W, a distance of 165.32 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 74.92 feet, a delta angle of 72° 31' 55", a length of 94.84 feet, and a long chord which bears S 72° 30' 50" W, a distance of 88.63 feet to a point; Thence a bearing of N 71° 13' 13" W, a distance of 94.91 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 130.84 feet, a delta angle of 31° 11' 14", a length of 71.22 feet, and a long chord which bears N 55° 37' 35" W, a distance of 70.34 feet to a point; Thence a bearing of N 40° 01' 57" W, a distance of 124.58 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 111.90 feet, a delta angle of 61° 47' 09", a length of 120.67 feet, and a long chord which bears N 70° 55' 32" W, a distance of 114.91 feet to a point; Thence a bearing of S 78° 10' 52" W, a distance of 86.16 feet on said centerline, to a point on the easterly right-of-way boundary of State Highway 55, the POINT

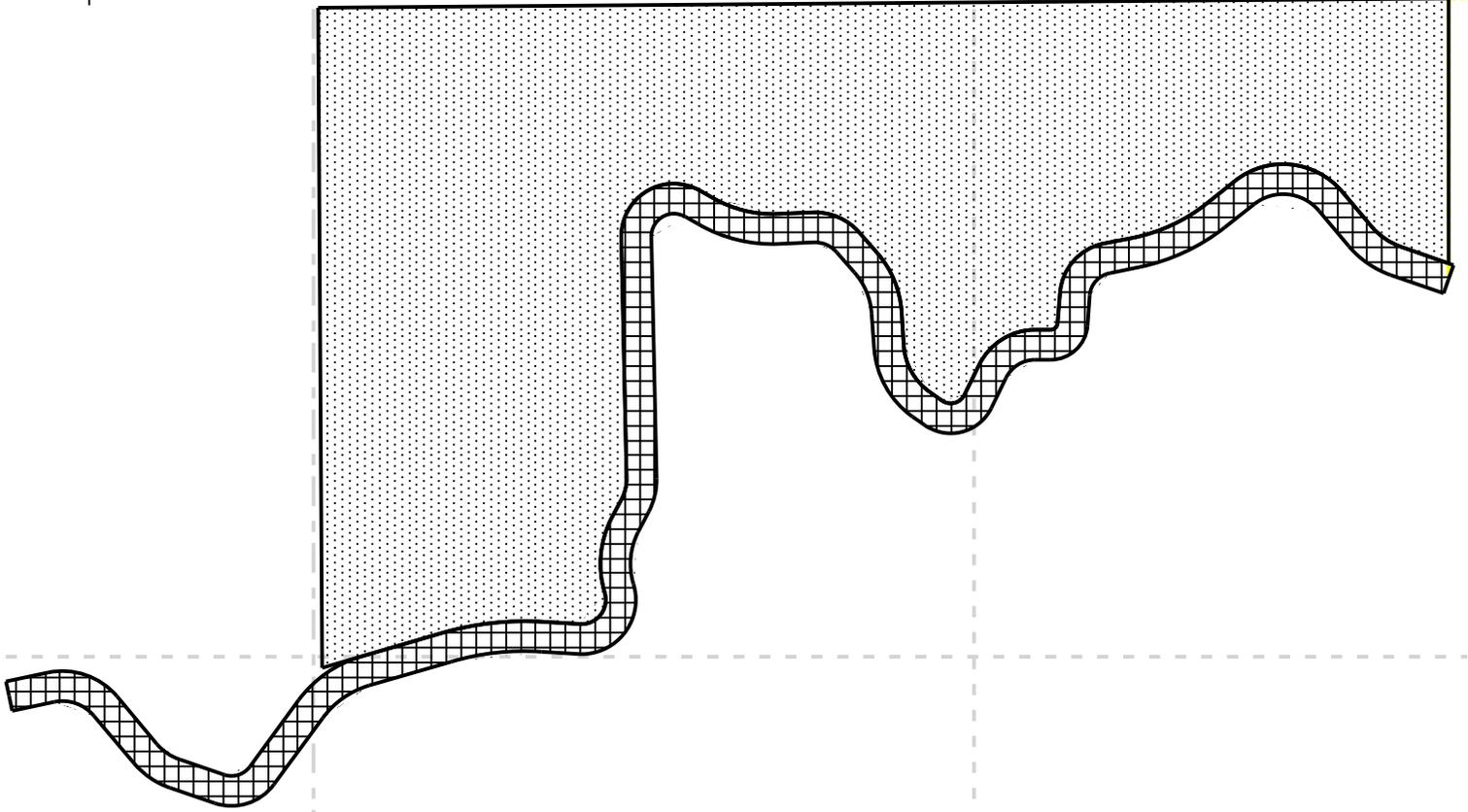
OF ENDING, of said 60 foot-wide easement, which point bears N 14° 27' 15" E, a distance of 344.68 feet from highway station 188+00, as marked by a found right-of-way monument.



ROAD EASEMENT

T. 12 N., R. 4 E., B.M.





8/27/2025

Scale: 1 inch= 371 feet

File:

Tract 1: 6.0775 Acres (264735 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=8944 ft.
Tract 2: 35.5407 Acres, Closure: s22.5304e 0.01 ft. (1/704824), Perimeter=7719 ft.

Tract Data and Deed Calls

Tract 01: 6.0775 Acres (264735 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=8944 ft.

Tract 02: 35.5407 Acres, Closure: s22.5304e 0.01 ft. (1/704824), Perimeter=7719 ft.

Tract 02: 35.5407 Acres, Closure: s22.5304e 0.01 ft. (1/704824), Perimeter=7719 ft.

1: /ne,ne,se,8,12n,4e
2: /s89.3117w 371.30
3: /s0w 561.80
4: s19.1353w 30.00
5: n70.4607w 111.99
6: curve right radius 193.68 delta 030.3352 tangent n70.4607w
7: n40.1215w 92.31
8: curve left radius 93.89 delta 088.1021 tangent n40.1215w
9: s51.3724w 74.52
10: curve right radius 403.33 delta 026.5155 tangent s51.3723w
11: s78.2918w 61.62
12: curve left radius 49.03 delta 074.0642 tangent s78.2918w
13: s04.2236w 61.08
14: curve right radius 74.13 delta 085.3422 tangent s04.2236w
15: s89.5658w 30.96
16: curve left radius 64.93 delta 063.5906 tangent s89.5658w
17: s25.5752w 66.22
18: curve right radius 90.51 delta 099.2118 tangent s25.5752w
19: n54.4050w 29.19
20: curve right radius 184.10 delta 050.4848 tangent n54.4049w
21: n03.5200w 68.29
22: curve left radius 139.66 delta 037.2906 tangent n03.5200w
23: n41.2107w 53.63
24: curve left radius 57.71 delta 051.0458 tangent n41.2107w
25: s87.3355w 70.18
26: curve right radius 296.84 delta 032.2107 tangent s87.3354w
27: n60.0458w 29.97
28: curve left radius 45.32 delta 121.0915 tangent n60.0457w
29: s01.1413e 483.56
30: curve right radius 137.53 delta 028.3745 tangent s01.1412e
31: s27.2333w 46.28
32: curve left radius 137.52 delta 044.2046 tangent s27.2332w
33: curve right radius 109.03 delta 110.4314 tangent s16.5715e
34: n86.1401w 72.10
35: curve left radius 522.18 delta 020.0115 tangent n86.1401w
36: s73.4444w 171.52
37: curve left radius 175.02 delta 037.2950 tangent s73.4444w
38: s36.1453w 165.32
39: curve right radius 104.92 delta 072.3155 tangent s36.1453w
40: n71.1313w 94.91
41: curve right radius 160.84 delta 031.1114 tangent n71.1312w
42: n40.0157w 124.58
43: curve left radius 81.90 delta 061.4709 tangent n40.0157w
44: s78.1052w 86.16
45: n11.4908w 30.00
46: n11.4908w 30.00
47: n78.1052e 86.16
48: curve right radius 141.90 delta 061.4709 tangent n78.1053e
49: s40.0157e 124.58
50: curve left radius 100.84 delta 031.1114 tangent s40.0158e
51: s71.1313e 94.91
52: curve left radius 44.92 delta 072.3155 tangent s71.1312e
53: n36.1453e 165.32
54: curve right radius 235.02 delta 037.2950 tangent n36.1454e
55: n73.4444e 171.52
56: curve right radius 582.18 delta 020.0115 tangent n73.4443e
57: s86.1401e 72.10
58: curve left radius 49.03 delta 110.4314 tangent s86.1401e

Tract Data and Deed Calls

59: curve right radius 197.52 delta 044.2046 tangent n16.5714w
60: n27.2333e 46.28
61: curve left radius 77.53 delta 028.3745 tangent n27.2333e
62: n01.1413w 483.56
63: curve right radius 105.32 delta 121.0915 tangent n01.1412w
64: s60.0458e 29.97
65: curve left radius 236.84 delta 032.2107 tangent s60.0459e
66: n87.3355e 70.18
67: curve right radius 117.71 delta 051.0458 tangent n87.3355e
68: s41.2107e 53.63
69: curve right radius 199.66 delta 037.2906 tangent s41.2106e
70: s03.5200e 68.29
71: curve left radius 124.10 delta 050.4848 tangent s03.5201e
72: s54.4050e 29.19
73: curve left radius 30.51 delta 099.2118 tangent s54.4050e
74: n25.5752e 66.22
75: curve right radius 124.93 delta 063.5906 tangent n25.5752e
76: n89.5658e 30.96
77: curve left radius 14.13 delta 085.3422 tangent n89.5658e
78: n04.2236e 61.08
79: curve right radius 109.03 delta 074.0642 tangent n04.2236e
80: n78.2918e 61.62
81: curve left radius 343.33 delta 026.5155 tangent n78.2919e
82: n51.3724e 74.52
83: curve right radius 153.89 delta 088.1021 tangent n51.3723e
84: s40.1215e 92.31
85: curve left radius 133.68 delta 030.3352 tangent s40.1215e
86: s70.4607e 111.99
87: s19.1353w 30.00
88: @0
89: /ne,ne,se,8,12n,4e
90: /s89.3117w 371.30
91: s89.3117w 2259.80
92: s00.2119e 1320.72
93: n73.4444e 251.59
94: curve right radius 582.18 arc 203.43 delta 20.0115 chord n83.4521e 202.40
95: s86.1401e 72.10
96: curve left radius 49.03 arc 94.75 delta 110.4314 chord 80.68
97: curve right radius 197.52 arc 152.88 delta 44.2046 chord n05.1309e 149.09
98: n27.2333e 46.28
99: curve left radius 77.53 arc 38.74 delta 28.3745 chord n13.0441e 38.34
100: n01.1413w 483.56
101: curve right radius 105.32 arc 222.70 delta 121.0915 chord n59.2025e 183.47
102: s60.0458e 29.97
103: curve left radius 236.84 arc 133.73 delta 32.2107 chord s76.1532e 131.96
104: n87.3355e 70.18
105: curve right radius 117.71 arc 104.95 delta 51.0458 chord s66.5336e 101.50
106: s41.2107e 53.63
107: curve right radius 199.66 arc 130.63 delta 37.2906 chord s22.3633e 128.31
108: s03.5200e 68.29
109: curve left radius 124.10 arc 110.06 delta 50.4848 chord s29.1625e 106.49
110: s54.4050e 29.19
111: curve left radius 30.51 arc 52.91 delta 99.2118 chord n75.3831e 46.52
112: n25.5752e 66.22
113: curve right radius 124.93 arc 139.52 delta 63.5906 chord n57.5725e 132.38
114: n89.5658e 30.96
115: curve left radius 14.13 arc 21.10 delta 85.3422 chord n47.0947e 19.20
116: n04.2236e 61.08
117: curve right radius 109.03 arc 141.03 delta 74.0642 chord n41.2557e 131.40
118: n78.2918e 61.62
119: curve left radius 343.33 arc 160.98 delta 26.5155 chord n65.0321e 159.51

Tract Data and Deed Calls

120: n51.3724e 74.52

121: curve right radius 153.89 arc 236.84 delta 88.1021 chord s84.1726e 214.15

122: s40.1215e 92.31

123: curve left radius 133.68 arc 71.33 delta 30.3352 chord s55.2911e 70.48

124: s70.4607e 101.51

125: n0e 530.03

Instrument # 2024-467101
Valley County, Cascade, Idaho
12/30/2024 02:56:04 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW COMPANY
Douglas Miller Fee: \$15.00
Deputy Relliott
Electronically Recorded



AFTER RECORDING MAIL TO:

L and P Holdings, LLC
12126 N 18th Ave
Boise, ID 83714

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

WARRANTY DEED

File No.: 4106-4219577 (WS)

Date: **November 12, 2024**

For Value Received, **Stuart O. Welton and Raeleen G. Welton, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **L and P Holdings, LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **12126 N 18th Ave, Boise, ID 83714** the following described premises, situated in **Valley County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Valley, State of Idaho, described as follows:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, A FOUND ALUMINUM MONUMENT, C.P.F. INST. 124877 CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 371.30 FEET ON THE NORTH BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, THE TRUE POINT OF BEGINNING. THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 2259.80 FEET ON SAID NORTH BOUNDARY TO A SET 5/8 INCH REBAR, MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8; THENCE A BEARING OF SOUTH 0° 21' 19" EAST, A DISTANCE OF 1320.72 FEET ON THE WEST BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, MARKING THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 8; THENCE A BEARING OF NORTH 73° 44' 44" EAST, A DISTANCE OF 251.59 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 582.18 FEET, A DELTA ANGLE OF 20° 01' 15", LENGTH OF 203.43 FEET, AND A LONG CHORD WHICH BEARS NORTH 83° 45' 21" EAST, A DISTANCE OF 202.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 86° 14' 01" EAST, A DISTANCE OF 72.10 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 49.03 FEET, A DELTA ANGLE OF 110° 43' 14", A LENGTH OF 94.75 FEET, AND A LONG CHORD WHICH BEARS NORTH 38° 24' 22" EAST, A DISTANCE OF 80.68 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 197.52 FEET, A DELTA ANGLE OF 44° 20' 46", A LENGTH OF 152.88 FEET, AND A LONG CHORD WHICH BEARS NORTH 5° 13' 09" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

149.09 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 27° 23' 33" EAST, A DISTANCE OF 46.28 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 77.53 FEET, A DELTA ANGLE OF 28° 37' 45", A LENGTH OF 38.74 FEET, AND A LONG CHORD WHICH BEARS NORTH 13° 04' 41" EAST A DISTANCE OF 38.34 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 1° 14' 13" WEST, A DISTANCE OF 483.56 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 105.32 FEET, A DELTA ANGLE OF 121° 09' 15", A LENGTH OF 222.70 FEET, AND A LONG CHORD WHICH BEARS NORTH 59° 20' 25" EAST, A DISTANCE OF 183.47 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 60° 04' 58" EAST, A DISTANCE OF 29.97 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 236.84 FEET, A DELTA ANGLE OF 32° 21' 07" A LENGTH OF 133.73 FEET, AND A LONG CHORD WHICH BEARS SOUTH 76° 15' 32" EAST, A DISTANCE OF 131.96 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 87° 33' 55" EAST, A DISTANCE OF 70.18 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 117.71 FEET A DELTA ANGLE OF 51° 04' 58", A LENGTH OF 104.95 FEET, AND A LONG CHORD WHICH BEARS SOUTH 66° 53' 36" EAST, A DISTANCE OF 101.50 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 41° 21' 07" EAST, A DISTANCE OF 53.63 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 199.66 FEET, A DELTA ANGLE OF 37° 29' 06", A LENGTH OF 130.63 FEET, AND A LONG CHORD WHICH BEARS SOUTH 22° 36' 33" EAST, A DISTANCE OF 128.31 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 3° 52' 00" EAST, A DISTANCE OF 68.29 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 124.10 FEET, A DELTA ANGLE OF 50° 48' 48", A LENGTH OF 110.06 FEET, AND A LONG CHORD WHICH BEARS SOUTH 29° 16' 25" EAST A DISTANCE OF 106.49 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 54° 40' 50" EAST, A DISTANCE OF 29.19 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 30.51 FEET, A DELTA ANGLE OF 99° 21' 18", A LENGTH OF 52.91 FEET, AND A LONG CHORD WHICH BEARS NORTH 75° 38' 31" EAST, A DISTANCE OF 46.52 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 25° 57' 52" EAST, A DISTANCE OF 66.22 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 124.93 FEET, A DELTA ANGLE OF 63° 59' 06", A LENGTH OF 139.52 FEET, AND A LONG CHORD WHICH BEARS NORTH 57° 57' 25" EAST, A DISTANCE OF 132.38 FEET TO A SET 5/8 INCH A REBAR; THENCE A BEARING OF NORTH 89° 56' 58" EAST, A DISTANCE OF 30.96 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 14.13 FEET, A DELTA ANGLE OF 85° 34' 22", A LENGTH OF 21.10 FEET, AND A LONG CHORD WHICH BEARS NORTH 47° 09' 47" EAST, A DISTANCE OF 19.20 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 4° 22' 36" EAST, A DISTANCE OF 61.08 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 109.03 FEET, A DELTA ANGLE OF 74° 06' 42", A LENGTH OF 141.03 FEET, AND A LONG CHORD WHICH BEARS NORTH 41° 25' 57" EAST, A DISTANCE OF 131.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 78° 29' 18" EAST, A DISTANCE OF 61.62 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 343.33 FEET, A DELTA ANGLE OF 26° 51' 55", A LENGTH OF 160.98 FEET, AND A LONG CHORD WHICH BEARS NORTH 65° 03' 21" EAST, A DISTANCE OF 159.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 51° 37' 24" EAST, A DISTANCE OF 74.52 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 153.89 FEET, A DELTA ANGLE OF 88° 10' 21", A LENGTH OF 236.84 FEET, AND A LONG CHORD WHICH BEARS SOUTH 84° 17' 26" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

214.15 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 40° 12' 15" EAST, A DISTANCE OF 92.31 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 133.68 FEET, A DELTA ANGLE OF 30° 33' 52", A LENGTH OF 71.33 FEET, AND A LONG CHORD WHICH BEARS SOUTH 55° 29' 11" EAST, A DISTANCE OF 70.48 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 70° 46' 07" EAST, A DISTANCE OF 101.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH, A DISTANCE OF 530.03 FEET TO THE POINT OF BEGINNING.

APN: RP12N04E087220

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

CONTINUATION A
EXHIBIT A

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 17: The South half of the Northeast Quarter; and that portion of the South Half of the Northwest Quarter lying East of Idaho State Highway 55

LESS AND EXCEPTING THEREFROM:

A parcel of land being a portion of the NW1/4 of Section 17, T. 12 N., R. 4 E., B.M., Valley County, Idaho as shown on FAP No. NH- 3270 (124), more particularly described as follows:
Commencing at a found brass cap marking the West 1/4 corner of Section 17, T. 12 N., R. 4 E., B.M., from which a found aluminum cap marking the Northwest corner of Section 17 bears North 00° 01' 10" East, 803.517 meters (2,636.21 feet), Thence along the East-West center line of Section 17, South 89° 50' 25" East, 314.950 meters (1,033.30 feet) to a point on the existing Easterly right-of-way of State Highway 55, The Point of Beginning;
Thence along said right-of-way, North 13° 41' 58" East, 96.906 meters (317.93 feet) to a point;
Thence South 78° 00' 07" East, 1.963 meters (6.44 feet) to a point on the new Easterly right-of-way of State Highway 55;
Thence along said right-of-way, South 13° 41' 58" West 96.492 meters (316.57 feet) to a point on said East-West center line of Section 17;
Thence North 89° 50' 25" West, 2,018 meters (6.62 feet) to the Point of Beginning.

CONTINUATION A
EXHIBIT A

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 8: The South Half of the Southeast Quarter; and that portion of the South Half of the Southwest Quarter lying East of State Highway 55 and the North Half of the Southeast Quarter

EXCEPTING THEREFROM:

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R. 4 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 8, a found aluminum monument, C.P.F. Inst. 124877 corner records of said Valley County; Thence a bearing of S. 89° 31' 17" W., a distance of 371.30 feet on the North boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the True Point of Beginning;

Thence a bearing of S. 89° 31' 17" W., a distance of 2259.80 feet on said North boundary to set 5/8 inch rebar, marking the center 1/4 corner of said Section 8; Thence a bearing of S. 0° 21' 19" E., a distance of 1320.72 feet on the West boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N. 73° 44' 44" E., a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", a length of 203.43 feet, and a long chord which bears N. 83° 45' 21" E., a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 14' 01" E., a distance of 72.10 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N. 38° 24' 22" E., a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N. 5° 13' 09" E., a distance of 149.09 feet to a set 5/8 inch rebar; Thence a bearing of N. 27° 23' 33" E., a distance of 46.28 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N. 13° 04' 41" E., a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N. 1° 14' 13" W., a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N. 59° 20' 25" E., a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S. 60° 04' 58" E., a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07", a length of 133.73 feet, and a long chord which bears S. 76° 15' 32" E., a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N. 87° 33' 55" E., a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S. 66° 53' 36" E., a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S. 41° 21' 07" E., a distance of 53.63 feet to set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S. 22° 36' 33" E., a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S. 3° 52' 00" E., a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S. 29° 16' 25" E., a distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S. 54° 40' 50" E., a distance of 29.19 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N. 75° 38' 31" E., a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N. 25° 57' 52" E., a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 124.93 feet, a delta angle of 63° 59' 06", a length of 139.52 feet, and a long chord which bears N. 57° 57' 25" E., a distance of 132.38 feet to set 5/8 inch rebar; Thence a bearing of N. 89° 56' 58" E., a distance of 30.96 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 14.13 feet, a delta angle of 85° 34' 22".

CONTINUATION A
EXHIBIT A

a length of 21.10 feet, and a long chord which bears N. 47° 09' 47" E., a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of N. 4° 22' 36" E., a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of 74° 06' 42", a length of 141.03 feet, and a long chord which bears N. 41° 25' 57" E., a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of N. 78° 29' 18" E., a distance of 61.62 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 343.33 feet, a delta angle of 26° 51' 55", a length of 160.98 feet, and a long chord which bears N. 65° 03' 21" E., a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of N. 51° 37' 24" E., a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of 88° 10' 21", a length of 236.84 feet, and a long chord which bears S 84° 17' 26" E., a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of S. 40° 12' 15" E., a distance of 92.31 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of 30° 33' 52", a length of 71.33 feet, and a long chord which bears S. 55° 29' 11" E., a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of S. 70° 46' 07" E., a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North a distance of 530.03 feet to The Point of Beginning. (aka Tax No. 3)

~~Section 9: The Southwest Quarter~~

Section 16: The North Half of the Northwest Quarter

~~Section 17: The North Half of the Northeast Quarter; and that portion of the North Half of the Northwest Quarter lying East of Idaho State Highway 55.~~

**CONTINUATION A
EXHIBIT A**

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 9: The Southwest Quarter of The Southeast Quarter

Section 16: That portion of the North Half of the Northeast Quarter lying North and West of Skunk Creek Road.

Instrument # 316957

VALLEY COUNTY, CASCADE, IDAHO

2006-12-29 12:59:40 No. of Pages: 6

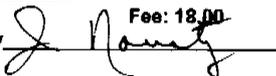
Recorded for : HAWLEY TROXELL

LELAND G. HEINRICH

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: QUITCLAIM DEED



**QUITCLAIM DEED
(INCLUDING AFTER-ACQUIRED PROPERTY)**

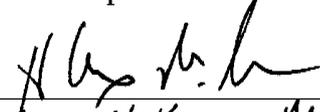
FOR VALUE RECEIVED, OfficeMax Incorporated, a Delaware corporation (successor of Boise Cascade Corporation, a Delaware corporation) (hereinafter "Grantor") does by these presents convey, remise, release and forever quitclaim unto Cascade South, Inc., an Idaho corporation (hereinafter "Grantee"), whose mailing address is 413 Cabarton Road, Cascade, Idaho 83611, any and all right, title and interest which Grantor now has or may hereafter acquire in all minerals and mineral rights, including but not limited to all oil and gas and other minerals of any kind and character (collectively "Minerals") in, on or under the real property situated in the County of Valley, State of Idaho, which is more particularly described on EXHIBIT "A" attached hereto and by this reference incorporated herein ("Real Property"), together with all rights to prospect, mine, operate, extract and remove any Minerals from the Real Property.

TOGETHER ALSO WITH all tenements, hereditaments, and appurtenances thereunto belonging, reversion and reversions, remainder, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of Grantor this 1st day of December, 2006.

OFFICEMAX INCORPORATED,
a Delaware Corporation

By: 
Name: H Knox McMillan
Title: VP, AGC of HR
(A Duly Authorized Officer)

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of December, 2006, before me, Gina M. Corrigan
a Notary Public in and for said State, personally appeared H-Knox McMillan
known to me to be VP, Proc of HR of OfficeMax Incorporated, a Delaware
corporation, the corporation that executed the within instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.



Gina M. Corrigan
Notary Public for the State of Idaho
Residing at Boise
My commission expires 1/20/2010

EXHIBIT "A"
Cascade South, Inc.

PARCEL 1

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY
COUNTY, IDAHO

Section 17: The South half of the Northeast Quarter; and that portion of
the South Half of the Northwest Quarter lying East of Idaho State
Highway 55

LESS AND EXCEPTING THEREFROM:

A parcel of land being a portion of the NW1/4 of Section 17, T. 12 N., R. 4
E., B.M., Valley County, Idaho as shown on FAP No. NH- 3270 (124), more
particularly described as follows:

Commencing at a found brass cap marking the West 1/4 corner of
Section 17, T. 12 N., R. 4 E., B.M., from which a found aluminum cap
marking the Northwest corner of Section 17 bears North 00° 01' 10" East,
803.517 meters (2,636.21 feet), Thence along the East-West center line of
Section 17, South 89° 50' 25" East, 314.950 meters (1,033.30 feet) to a
point on the existing Easterly right-of-way of State Highway 55, The
Point of Beginning;

Thence along said right-of-way, North 13° 41' 58" East, 96.906 meters
(317.93 feet) to a point;

Thence South 78° 00' 07" East, 1.963 meters (6.44 feet) to a point on the
new Easterly right-of-way of State Highway 55;

Thence along said right-of-way, South 13° 41' 58" West 96.492 meters
(316.57 feet) to a point on said East-West center line of Section 17;

Thence North 89° 50' 25" West, 2,018 meters (6.62 feet) to the Point of
Beginning.

PARCEL 2

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY
COUNTY, IDAHO

Section 8: The South Half of the Southeast Quarter; and that portion of
the South Half of the Southwest Quarter lying East of State Highway 55
and the North Half of the Southeast Quarter

EXCEPTING THEREFROM:

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R.
4 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 8, a found aluminum
monument, C.P.F. Inst. 124877 corner records of said Valley County;

Thence a bearing of S. 89° 31' 17" W., a distance of 371.30 feet on the
North boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the True
Point of Beginning;

Thence a bearing of S. 89° 31' 17" W., a distance of 2259.80 feet on said
North boundary to set 5/8 inch rebar, marking the center 1/4 corner of
said Section 8; Thence a bearing of S. 0° 21' 19" E., a distance of 1320.72
feet on the West boundary of said N1/2 of the SE1/4 to a set 5/8 inch

rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N. 73° 44' 44" E., a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", a length of 203.43 feet, and a long chord which bears N. 83° 45' 21" E., a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 14' 01" E., a distance of 72.10 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N. 38° 24' 22" E., a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N. 5° 13' 09" E., a distance of 149.09 feet to a set 5/8 inch rebar; Thence a bearing of N. 27° 23' 33" E., a distance of 46.28 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N. 13° 04' 41" E., a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N. 1° 14' 13" W., a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N. 59° 20' 25" E., a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S. 60° 04' 58" E., a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07", a length of 133.73 feet, and a long chord which bears S. 76° 15' 32" E., a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N. 87° 33' 55" E., a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S. 66° 53' 36" E., a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S. 41° 21' 07" E., a distance of 53.63 feet to set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S. 22° 36' 33" E., a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S. 3° 52' 00" E., a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S. 29° 16' 25" E., a

distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S. 54° 40' 50" E., a distance of 29.19 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N. 75° 38' 31" E., a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N. 25° 57' 52" E., a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 124.93 feet, a delta angle of 63° 59' 06", a length of 139.52 feet, and a long chord which bears N. 57° 57' 25" E., a distance of 132.38 feet to set 5/8 inch rebar; Thence a bearing of N. 89° 56' 58" E., a distance of 30.96 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 14.13 feet, a delta angle of 85° 34' 22", a length of 21.10 feet, and a long chord which bears N. 47° 09' 47" E., a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of N. 4° 22' 36" E., a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of 74° 06' 42", a length of 141.03 feet, and a long chord which bears N. 41° 25' 57" E., a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of N. 78° 29' 18" E., a distance of 61.62 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 343.33 feet, a delta angle of 26° 51' 55", a length of 160.98 feet, and a long chord which bears N. 65° 03' 21" E., a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of N. 51° 37' 24" E., a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of 88° 10' 21", a length of 236.84 feet, and a long chord which bears S 84° 17' 26" E., a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of S. 40° 12' 15" E., a distance of 92.31 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of 30° 33' 52", a length of 71.33 feet, and a long chord which bears S. 55° 29' 11" E., a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of S. 70° 46' 07" E., a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North a distance of 530.03 feet to The Point of Beginning. (aka Tax No. 3)

Section 9: The Southwest Quarter

Section 16: The North Half of the Northwest Quarter

Section 17: The North Half of the Northeast Quarter; and that portion of the North Half of the Northwest Quarter lying East of Idaho State Highway 55.

PARCEL 3

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 9: The Southwest Quarter of The Southeast Quarter

Section 16: That portion of the North Half of the Northeast Quarter lying North and West of Skunk Creek Road.

Instrument # 282013

VALLEY COUNTY, CASCADE, IDAHO

2004-04-16

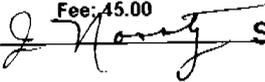
04:11:59 No. of Pages: 15

Recorded for : FIRST AMERICAN TITLE

LELAND G. HEINRICH

Fee: 45.00

Ex-Officio Recorder Deputy



SPECIAL WARRANTY DEED

Index to: DEEDS

BOISE CASCADE CORPORATION, a Delaware corporation, authorized to do business in Idaho, Grantor, hereby conveys and specially warrants to HERRICK HILL PROPERTIES LLC, an Idaho limited partnership, Grantee, whose address is 5086 Debron Ct., Pollock Pines, CA 95726 for the sum of TEN DOLLARS and other good and valuable consideration, the following described real property, to-wit:

SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the following:

(i) Current year's ad valorem taxes (which will be prorated between Grantee and Grantor as of the date of closing) and rollback taxes, if any;

(ii) Matters of record, licenses, rights of way, easements, conditions, restrictions, zoning laws, ordinances, regulations, and other matters affecting the Property, whether or not of public record, including, but not limited to, those matters listed on **Exhibit B**, Permitted Title Exceptions, attached hereto and made a part hereof and acknowledged by Grantee herein;

(iii) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(iv) Prior reservations or conveyances of oil and gas and other minerals or mineral leases of any kind and character.

Grantor hereby excepts and reserves to Grantor, Grantor's successors and assigns, from this conveyance the following:

If and to the extent title is vested in Grantor, all oil and gas and other minerals of any kind and character occurring beneath the surface of the Property, together with the right to prospect, mine and operate in and on the Property for the oil and gas and other minerals, by any and all subterranean mining methods deemed necessary by Grantor for their proper extraction and removal, without liability on the part of Grantor, Grantor's successors or assigns, for any damage that may result to the surface of the Property, or to any buildings or improvements now or hereafter erected on the Property, by reason of any exploration for, mining or removal of any such products from the Property.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the Property.

EXHIBIT A
To
Special Warranty Deed
(Boise Parcel #'s 7A, 7B, and 7C)

Legal Description

VALLEY COUNTY, IDAHO

Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho

Parcel 7A:

Sections 17, as further described in Exhibit A.

Parcel 7B:

Sections 8, 9, 16, and 17, as further described in Exhibit A.

Parcel 7C:

Sections 9 and 16, as further described in Exhibit A.

Legal Description
Boise Parcel 7A

ATTACHED LEGAL DESCRIPTION

Order No.: MC5263

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 17: The South half of the Northeast Quarter; and that portion of the South Half of the Northwest Quarter lying East of Idaho State Highway 55

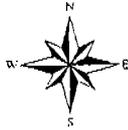
LESS AND EXCEPTING THEREFROM:

A parcel of land being a portion of the NW1/4 of Section 17, T. 12 N., R. 4 E., B.M., Valley County, Idaho as shown on FAP No. NH- 3270 (124), more particularly described as follows:
Commencing at a found brass cap marking the West 1/4 corner of Section 17, T. 12 N., R. 4 E., B.M., from which a found aluminum cap marking the Northwest corner of Section 17 bears North 00° 01' 10" East, 803.517 meters (2,636.21 feet), Thence along the East-West center line of Section 17, South 89° 50' 25" East, 314.950 meters (1,033.30 feet) to a point on the existing Easterly right-of-way of State Highway 55, The Point of Beginning;
Thence along said right-of-way, North 13° 41' 58" East, 96.906 meters (317.93 feet) to a point;
Thence South 78° 00' 07" East, 1.963 meters (6.44 feet) to a point on the new Easterly right-of-way of State Highway 55;
Thence along said right-of-way, South 13° 41' 58" West 96.492 meters (316.57 feet) to a point on said East-West center line of Section 17;
Thence North 89° 50' 25" West, 2,018 meters (6.62 feet) to the Point of Beginning.

Exhibit A
To Special Warranty Deed
Page 3

Map
Boise Parcel 7A

- | | | | |
|--|--|--|--|
|  Property |  Township Lines |  Main Road |  Railroad |
|  Lakes |  Section Lines |  Secondary Road |  Power Line |
| | |  Work Road |  AirStrip |
| | | |  Buried Powerlines |

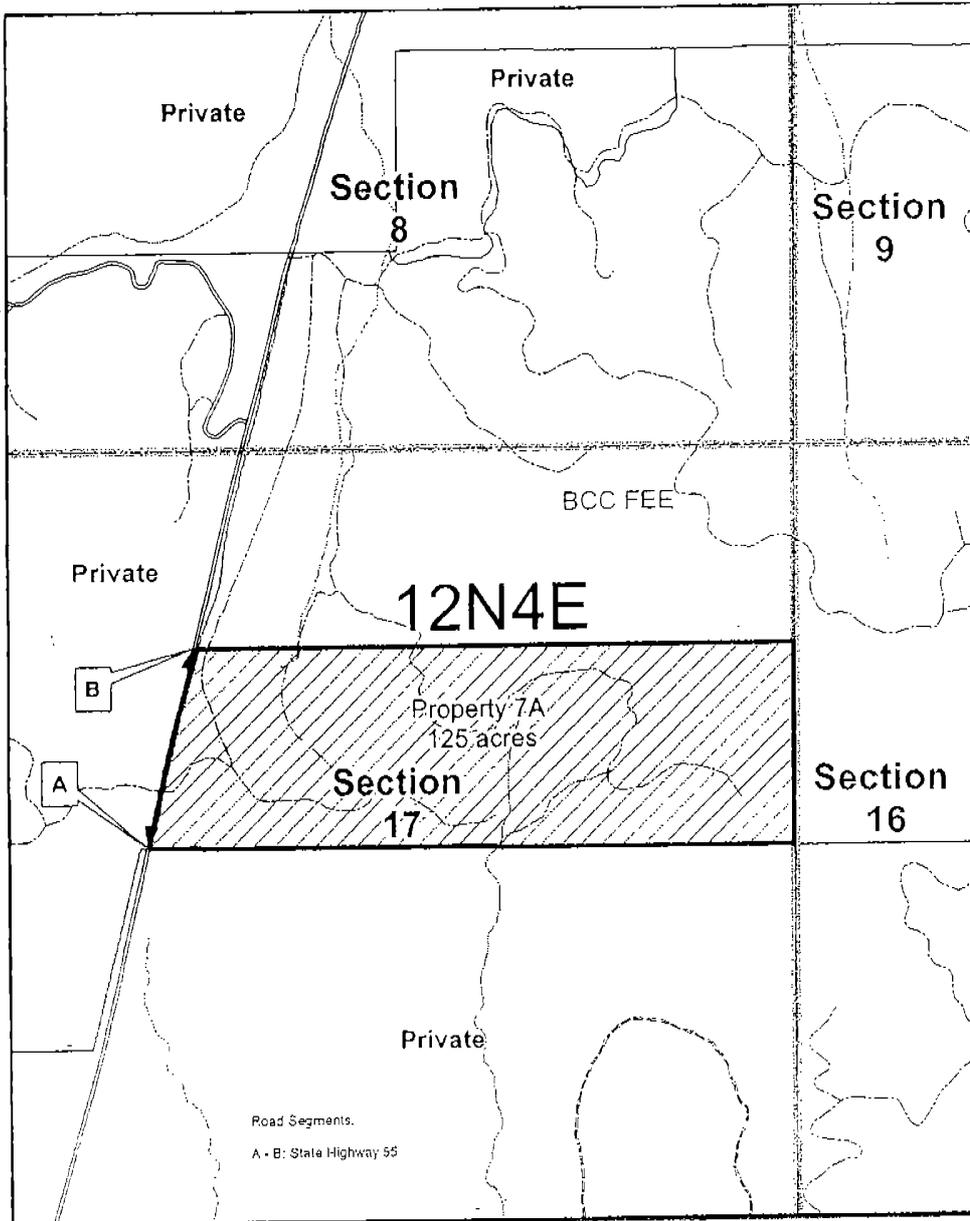


Date: January 26, 2004

1 inch equals 880 feet

1:10,560

State of Idaho
Valley County
Township 12N
Range 04E
Section 17



ATTACHED LEGAL DESCRIPTION

Order No.: MC5264

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 8: The South Half of the Southeast Quarter; and that portion of the South Half of the Southwest Quarter lying East of State Highway 55 and the North Half of the Southeast Quarter

EXCEPTING THEREFROM:

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R. 4 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 8, a found aluminum monument, C.P.F. Inst. 124877 corner records of said Valley County; Thence a bearing of S. 89° 31' 17" W., a distance of 371.30 feet on the North boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the True Point of Beginning;

Thence a bearing of S. 89° 31' 17" W., a distance of 2259.80 feet on said North boundary to set 5/8 inch rebar, marking the center 1/4 corner of said Section 8; Thence a bearing of S. 0° 21' 19" E., a distance of 1320.72 feet on the West boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N. 73° 44' 44" E., a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", a length of 203.43 feet, and a long chord which bears N. 83° 45' 21" E., a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 14' 01" E., a distance of 72.10 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N. 38° 24' 22" E., a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N. 5° 13' 09" E., a distance of 46.28 feet to a set 5/8 inch rebar; Thence a bearing of N. 27° 23' 33" E., a distance of 149.09 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N. 13° 04' 41" E., a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N. 1° 14' 13" W., a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N. 59° 20' 25" E., a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S. 60° 04' 58" E., a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07", a length of 133.73 feet, and a long chord which bears S. 76° 15' 32" E., a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N. 87° 33' 55" E., a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S. 66° 53' 36" E., a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S. 41° 21' 07" E., a distance of 53.63 feet to set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S. 22° 36' 33" E., a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S. 3° 52' 00" E., a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S. 29° 16' 25" E., a distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S. 54° 40' 50" E., a distance of 29.19 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N. 75° 38' 31" E., a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N. 25° 57' 52" E., a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 124.93 feet, a delta angle of 63° 59' 06", a length of 139.52 feet, and a long chord which bears N. 57° 57' 25" E., a distance of 132.38 feet to set 5/8 inch rebar; Thence a bearing of N. 89° 56' 58" E., a distance of 30.96 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 14.13 feet, a delta angle of 85° 34' 22",

Legal Description
Boise Parcel 7B

LEGAL DESCRIPTION

(Continued)

Order No.: MC5264

a length of 21.10 feet, and a long chord which bears N. 47° 09' 47" E., a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of N. 4° 22' 36" E., a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of 74° 06' 42", a length of 141.03 feet, and a long chord which bears N. 41° 25' 57" E., a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of N. 78° 29' 18" E., a distance of 61.62 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 343.33 feet, a delta angle of 26° 51' 55", a length of 160.98 feet, and a long chord which bears N. 65° 03' 21" E., a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of N. 51° 37' 24" E., a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of 88° 10' 21", a length of 236.84 feet, and a long chord which bears S 84° 17' 26" E., a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of S. 40° 12' 15" E., a distance of 92.31 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of 30° 33' 52", a length of 71.33 feet, and a long chord which bears S. 55° 29' 11" E., a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of S. 70° 46' 07" E., a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North a distance of 530.03 feet to The Point of Beginning. (aka Tax No. 3)

~~Section 9: The Southwest Quarter~~

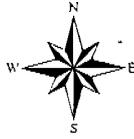
Section 16: The North Half of the Northwest Quarter

~~Section 17: The North Half of the Northeast Quarter; and that portion of the North Half of the Northwest Quarter lying East of Idaho State Highway 55.~~

EXHIBIT A
To Special Warranty Deed
Page 6

Map

- Boise Parcel 7B**
- | | | | |
|--|--|--|--|
|  Property |  Township Lines |  Main Road |  Railroad |
|  Lakes |  Section Lines |  Secondary Road |  Power Line |
| | |  Work Road |  AirStrip |
| | | |  Buried Powerlines |



Date: January 26, 2004

1 inch equals 1,320 feet

1:15,840

State of Idaho
Valley County
Township 12N
Range 04E
Section 17, 16, 9, 8

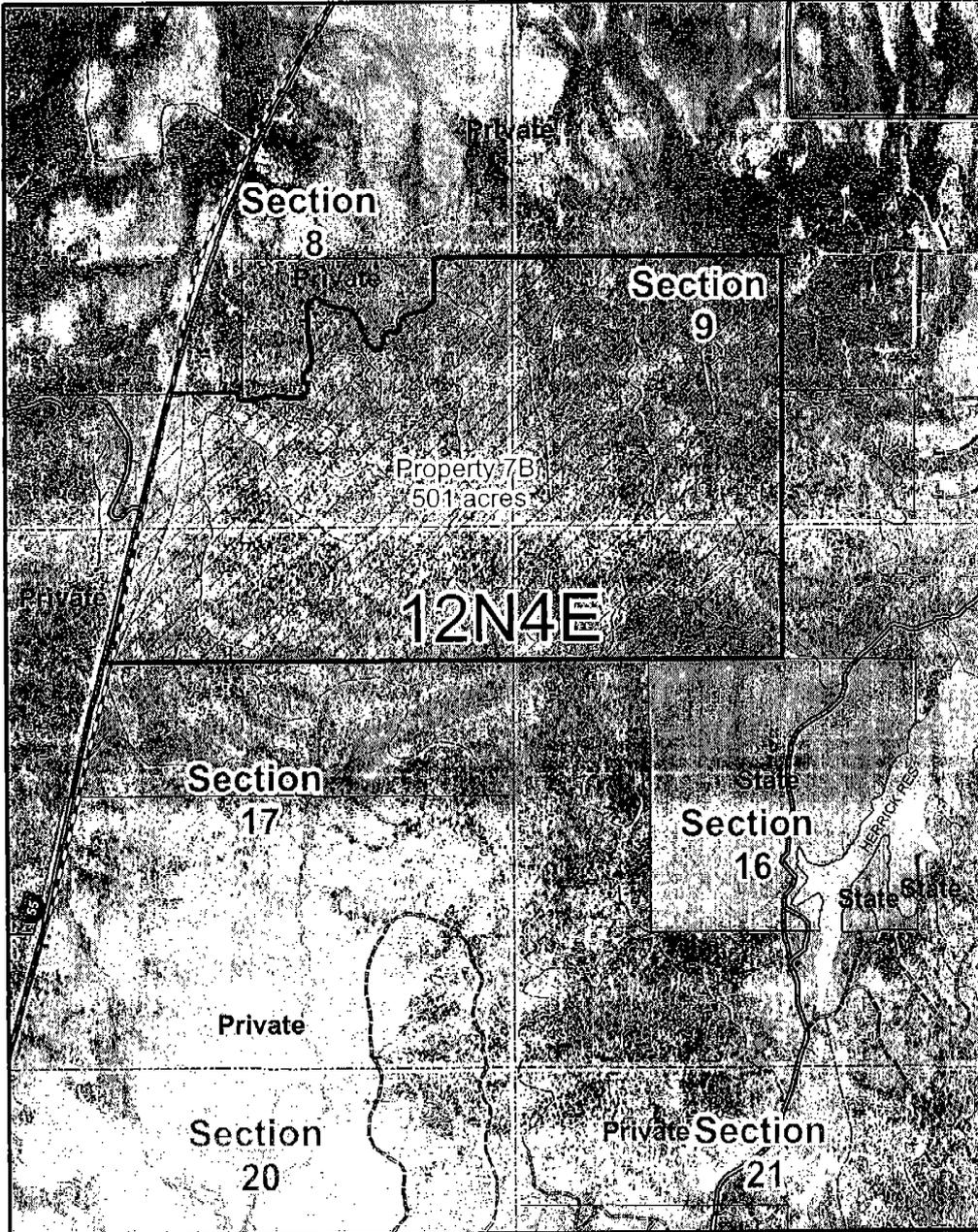


Exhibit A
To Special Warranty Deed
Page 7

Legal Description
Boise Parcel 7C

ATTACHED LEGAL DESCRIPTION

Order No.: MC5265

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 9: The Southwest Quarter of The Southeast Quarter -

Section 16: That portion of the North Half of the Northeast Quarter lying North and West of Skunk Creek Road.

Exhibit A
To Special Warranty Deed
 Page 8

Map
Boise Parcel 7C

- | | | | |
|--|--|--|--|
|  Property |  Township Lines |  Main Road |  Railroad |
|  Lakes |  Section Lines |  Secondary Road |  Power Line |
| | |  Work Road |  AirStrip |
| | | |  Buried Powerlines |



1 inch equals 889 feet
 1:10,671

State of Idaho
 Valley County
 Township 12N
 Range 04E
 Section 16, 9

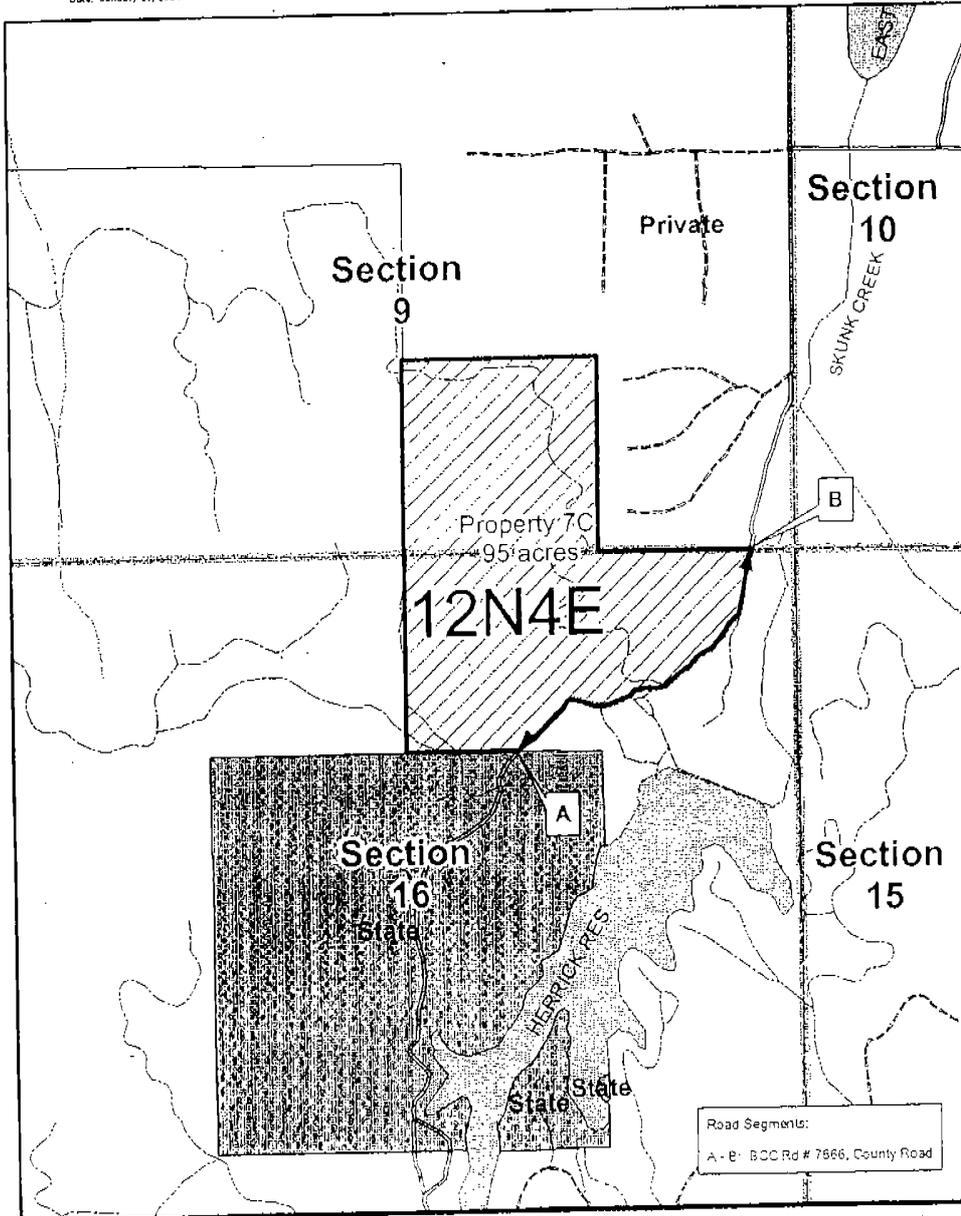


Exhibit B
Page 1
Permitted Title Exceptions
Boise Parcel 7A

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

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, interest, 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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 lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2004 taxes are an accruing lien, not yet due or payable.

2003 taxes in the original amount of \$777.34, Tax Parcel Number RP12N04E170006A are paid in full.*

*Affects captioned and other property
8. Reservations in United States Patents as follows:
Recorded July 9, 1902 as Instrument No. 4354 (SE1/4 NE1/4)
Recorded November 16, 1906 as Instrument No. 6647 (S1/2 NW1/4 and SW1/4 NE1/4)
9. A right-of-way for telegraph and telephone lines, recorded September 23, 1911, as Instrument No. 15145.

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

If you have any questions regarding this report, please feel free to contact:

First American Title Company, Inc.
415 Railroad Avenue
McCall, Idaho 83638
Phone: (208)634-4705
Fax: (208)634-4405
Title Officer: Janet Sanford
Escrow Officer: Edie Gratton 208-321-5151

Report Ordered By:
First American Title Company
Edie Gratton
7311 Potomac Dr., Boise, ID 83704

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(MC5263.PFD/MC5263/15)

Exhibit B
Page 2
Permitted Title Exceptions
Boise Parcel 7B

SCHEDULE B - SECTION 2
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

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, interest, 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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 lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2004 taxes are an accruing lien, not yet due or payable.

2003 taxes in the original amount of \$628.90, Tax Parcel Number RP12N04E087205A are paid in full.*

2003 taxes in the original amount of \$777.34, Tax Parcel Number RP12N04E170006A are paid in full.*

*Affects captioned and other property
8. 2003 taxes in the original amount of \$408.68, Tax Parcel Number RP12N04E094805A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*

*Affects captioned and other property
9. 2003 taxes in the original amount of \$969.66, Tax Parcel Number RP12N04E1600005A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*

*Affects captioned and other property
10. Reservations in United States Patents as follows:
Recorded January 3, 1903 as Selection No. 4531 (S1/2 of the SW1/4 Section 8)
Recorded January 3, 1903 as Selection No. 4533 (SE1/4 Section 8)
Recorded July 9, 1902 as Section No. 4555 (SW1/4 of Section 9)
Recorded July 9, 1902 as Section No. 4553 (N1/2 of NE1/4 and N1/2 of NW1/4 of Section 17)
11. A right-of-way for telegraph and telephone lines granted to the United States of America recorded September 23, 1911, as Instrument No. 15145. (Affects Section 8 and Section 17)
12. Nonexclusive road easement granted to United States of America, recorded August 15, 1978, as

Exhibit B

Page 3

Permitted Title Exceptions Boise Parcel 7B

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: MC5264

Instrument No. 97171.(Affects Section 8)

13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 6, 1992, as Instrument Number 192058, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Affects Section 8)
14. Utility easement granted to Duane William Garrett and Mary L. Garrett, recorded March 14, 1994, as Instrument No. 202663.(Affects Section 8)
15. Easement granted to Duane William Garrett and Mary L. Garrett, recorded March 14, 1994, as Instrument No. 202665. (Affects Section 8)
16. Easement granted to Idaho Power Company, recorded December 30, 1943, as Instrument No. 31589. (Affects Section 9 and Section 16)
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded April 29, 1986, as Instrument Number 147597, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Affects Section 16)

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

If you have any questions regarding this report, please feel free to contact:

First American Title Company, Inc.
415 Railroad Avenue
McCall, Idaho 83638
Phone: (208)634-4705
Fax: (208)634-4405
Title Officer: Janet Sanford
Escrow Officer: Edie Gratton 208-321-5151

Report Ordered By:
First American Title Company
Edie Gratton
7311 Potomac Dr., Boise, ID 83704

Copies To:

May Lin Carlson

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(MC5264.PFD/MC5264/18)

Exhibit B

Page 4

Permitted Title Exceptions Boise Parcel 7C

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

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, interest, 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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 lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2004 taxes are an accruing lien, not yet due or payable.
8. 2003 taxes in the original amount of \$408.68, Tax Parcel Number RP12N04E094805A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*
*Affects captioned and other property
9. 2003 taxes in the original amount of \$969.66, Tax Parcel Number RP12N04E160005A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*
*Affects captioned and other property
10. Reservations in United States Patent as follows:
Recorded July 9, 1902 as Selection No. 4354.(S1/2 of SE1/4 Section 9)
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded April 29, 1986, as Instrument Number 147597, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

If you have any questions regarding this report, please feel free to contact:

First American Title Company, Inc.

Report Ordered By:

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(MC5265.PFD/MC5265/11)

Exhibit B

Page 5

**Permitted Title Exceptions
Boise Parcel 7C**

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: MC5265

415 Railroad Avenue
McCall, Idaho 83638

Phone: (208)634-4705

Fax: (208)634-4405

Title Officer: Janet Sanford

Escrow Officer: Edie Gratton 208-321-5151

First American Title Company

Edie Gratton

7311 Potomac Dr., Boise, ID 83704

Copies To:

May Lin Calson

Instrument # 2024-467101
Valley County, Cascade, Idaho
12/30/2024 02:56:04 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW COMPANY
Douglas Miller Fee: \$15.00
Deputy Relliott
Electronically Recorded



AFTER RECORDING MAIL TO:

L and P Holdings, LLC
12126 N 18th Ave
Boise, ID 83714

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

WARRANTY DEED

File No.: 4106-4219577 (WS)

Date: **November 12, 2024**

For Value Received, **Stuart O. Welton and Raeleen G. Welton, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **L and P Holdings, LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **12126 N 18th Ave, Boise, ID 83714** the following described premises, situated in **Valley County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Valley, State of Idaho, described as follows:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, A FOUND ALUMINUM MONUMENT, C.P.F. INST. 124877 CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 371.30 FEET ON THE NORTH BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, THE TRUE POINT OF BEGINNING. THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 2259.80 FEET ON SAID NORTH BOUNDARY TO A SET 5/8 INCH REBAR, MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8; THENCE A BEARING OF SOUTH 0° 21' 19" EAST, A DISTANCE OF 1320.72 FEET ON THE WEST BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, MARKING THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 8; THENCE A BEARING OF NORTH 73° 44' 44" EAST, A DISTANCE OF 251.59 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 582.18 FEET, A DELTA ANGLE OF 20° 01' 15", LENGTH OF 203.43 FEET, AND A LONG CHORD WHICH BEARS NORTH 83° 45' 21" EAST, A DISTANCE OF 202.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 86° 14' 01" EAST, A DISTANCE OF 72.10 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 49.03 FEET, A DELTA ANGLE OF 110° 43' 14", A LENGTH OF 94.75 FEET, AND A LONG CHORD WHICH BEARS NORTH 38° 24' 22" EAST, A DISTANCE OF 80.68 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 197.52 FEET, A DELTA ANGLE OF 44° 20' 46", A LENGTH OF 152.88 FEET, AND A LONG CHORD WHICH BEARS NORTH 5° 13' 09" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

149.09 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 27° 23' 33" EAST, A DISTANCE OF 46.28 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 77.53 FEET, A DELTA ANGLE OF 28° 37' 45", A LENGTH OF 38.74 FEET, AND A LONG CHORD WHICH BEARS NORTH 13° 04' 41" EAST A DISTANCE OF 38.34 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 1° 14' 13" WEST, A DISTANCE OF 483.56 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 105.32 FEET, A DELTA ANGLE OF 121° 09' 15", A LENGTH OF 222.70 FEET, AND A LONG CHORD WHICH BEARS NORTH 59° 20' 25" EAST, A DISTANCE OF 183.47 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 60° 04' 58" EAST, A DISTANCE OF 29.97 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 236.84 FEET, A DELTA ANGLE OF 32° 21' 07" A LENGTH OF 133.73 FEET, AND A LONG CHORD WHICH BEARS SOUTH 76° 15' 32" EAST, A DISTANCE OF 131.96 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 87° 33' 55" EAST, A DISTANCE OF 70.18 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 117.71 FEET A DELTA ANGLE OF 51° 04' 58", A LENGTH OF 104.95 FEET, AND A LONG CHORD WHICH BEARS SOUTH 66° 53' 36" EAST, A DISTANCE OF 101.50 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 41° 21' 07" EAST, A DISTANCE OF 53.63 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 199.66 FEET, A DELTA ANGLE OF 37° 29' 06", A LENGTH OF 130.63 FEET, AND A LONG CHORD WHICH BEARS SOUTH 22° 36' 33" EAST, A DISTANCE OF 128.31 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 3° 52' 00" EAST, A DISTANCE OF 68.29 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 124.10 FEET, A DELTA ANGLE OF 50° 48' 48", A LENGTH OF 110.06 FEET, AND A LONG CHORD WHICH BEARS SOUTH 29° 16' 25" EAST A DISTANCE OF 106.49 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 54° 40' 50" EAST, A DISTANCE OF 29.19 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 30.51 FEET, A DELTA ANGLE OF 99° 21' 18", A LENGTH OF 52.91 FEET, AND A LONG CHORD WHICH BEARS NORTH 75° 38' 31" EAST, A DISTANCE OF 46.52 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 25° 57' 52" EAST, A DISTANCE OF 66.22 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 124.93 FEET, A DELTA ANGLE OF 63° 59' 06", A LENGTH OF 139.52 FEET, AND A LONG CHORD WHICH BEARS NORTH 57° 57' 25" EAST, A DISTANCE OF 132.38 FEET TO A SET 5/8 INCH A REBAR; THENCE A BEARING OF NORTH 89° 56' 58" EAST, A DISTANCE OF 30.96 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 14.13 FEET, A DELTA ANGLE OF 85° 34' 22", A LENGTH OF 21.10 FEET, AND A LONG CHORD WHICH BEARS NORTH 47° 09' 47" EAST, A DISTANCE OF 19.20 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 4° 22' 36" EAST, A DISTANCE OF 61.08 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 109.03 FEET, A DELTA ANGLE OF 74° 06' 42", A LENGTH OF 141.03 FEET, AND A LONG CHORD WHICH BEARS NORTH 41° 25' 57" EAST, A DISTANCE OF 131.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 78° 29' 18" EAST, A DISTANCE OF 61.62 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 343.33 FEET, A DELTA ANGLE OF 26° 51' 55", A LENGTH OF 160.98 FEET, AND A LONG CHORD WHICH BEARS NORTH 65° 03' 21" EAST, A DISTANCE OF 159.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 51° 37' 24" EAST, A DISTANCE OF 74.52 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 153.89 FEET, A DELTA ANGLE OF 88° 10' 21", A LENGTH OF 236.84 FEET, AND A LONG CHORD WHICH BEARS SOUTH 84° 17' 26" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

214.15 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 40° 12' 15" EAST, A DISTANCE OF 92.31 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 133.68 FEET, A DELTA ANGLE OF 30° 33' 52", A LENGTH OF 71.33 FEET, AND A LONG CHORD WHICH BEARS SOUTH 55° 29' 11" EAST, A DISTANCE OF 70.48 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 70° 46' 07" EAST, A DISTANCE OF 101.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH, A DISTANCE OF 530.03 FEET TO THE POINT OF BEGINNING.

APN: RP12N04E087220

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.



Order Number: 21430742

Warranty Deed

For value received,

Roger Garrett, a married man, as his sole and separate property

the grantor, does hereby grant, bargain, sell, and convey unto

Stuart O. Welton and Raeleen G. Welton, husband and wife

whose current address is PO Box 689 Star, Idaho 83669

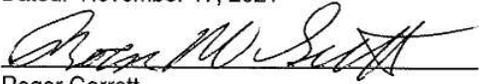
the grantee, the following described premises, in Valley County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: November 17, 2021


Roger Garrett

State of Idaho, County of Ada, ss.

On this 18th day of November in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Garrett, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing In: *Ada County*
My Commission Expires: *8-16-27*
(seal)



EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R. 4 E., B.M., Valley county, Idaho, more particularly described as follows:

Commencing at the east 1/4 corner of said Section 8, a found aluminum monument, C.P.F. Inst. 124877 corner records of said Valley County; Thence a bearing of S 89° 31' 17" W, a distance of 371.30 feet on the north boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the TRUE POINT OF BEGINNING.

Thence a bearing of S 89° 31' 17" W, a distance of 2259.80 feet on said north boundary to a set 5/8 inch rebar, marking the center 1/4 corner of said section 8; Thence a bearing of S 0° 21' 19" E, a distance of 1320.72 feet on the west boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N 73° 44' 44" E, a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", length of 203.43 feet, and a long chord which bears N 83° 45' 21" E, a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S 86° 14' 01" E, a distance of 72.10 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N 38° 24' 22" E, a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N 5° 13' 09" E, a distance of 149.09 feet to a set 5/8 inch rebar; . Thence a bearing of N 27° 23' 33" E, a distance of 46.28 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N 13° 04' 41" E a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N 1° 14' 13" W, a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N 59° 20' 25" E, a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S 60° 04' 58" E, a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07" a length of 133.73 feet, and a long chord which bears S 76° 15' 32" E, a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N 87° 33' 55" E, a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S 66° 53' 36" E, a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S 41° 21' 07" E, a distance of 53.63 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S 22° 36' 33" E, a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S 3° 52' 00" E, a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S 29° 16' 25" E a distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S 54° 40' 50" E, a distance of 29.19 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N 75° 38' 31" E, a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N 25° 57' 52" E, a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of

124.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 139.52 feet, and a long chord which bears $N 57^{\circ} 57' 25'' E$, a distance of 132.38 feet to a set 5/8 inch rebar; Thence a bearing of $N 89^{\circ} 56' 58'' E$, a distance of 30.96 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 14.13 feet, a delta angle of $85^{\circ} 34' 22''$, a length of 21.10 feet, and a long chord which bears $N 47^{\circ} 09' 47'' E$, a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of $N 4^{\circ} 22' 36'' E$, a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 141.03 feet, and a long chord which bears $N 41^{\circ} 25' 57'' E$, a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of $N 78^{\circ} 29' 18'' E$, a distance of 61.62 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 343.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 160.98 feet, and a long chord which bears $N 65^{\circ} 03' 21'' E$, a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of $N 51^{\circ} 37' 24'' E$, a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of $88^{\circ} 10' 21''$, a length of 236.84 feet, and a long chord which bears $S 84^{\circ} 17' 26'' E$, a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of $S 40^{\circ} 12' 15'' E$, a distance of 92.31 feet to a set 5/8 inch rebar; thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 71.33 feet, and a long chord which bears $S 55^{\circ} 29' 11'' E$, a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of $S 70^{\circ} 46' 07'' E$, a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North, a distance of 530.03 feet to the POINT OF BEGINNING.

Herrick North - Site Improvements
ESCROW ESTIMATE
Based Upon Final Construction Plans dated 10/16/2025

Prepared by: Crestline Engineers, Inc.
Date: 3/5/2026

No.	ISPWC Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 200 - EARTHWORK						
1	202.4.1.A.1	Excavation and Embankment	LS	1	\$1,710.00	\$1,710.00
SUBTOTAL						\$1,710.00
DIVISION 600 - CULVERTS AND STORM DRAINS						
2	601.4.1.A.5.A	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 15" ADS N-12 (Remainder Less Deposit Paid)	LF	110	\$0.00	\$0.00
3	601.4.1.A.5.B	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 18" ADS N-12 (Remainder Less Deposit Paid)	LF	40	\$0.00	\$0.00
4	601.4.1.A.5.C	Flared End Section - 15" Metal (Remainder Less Deposit Paid)	EA	4	\$0.00	\$0.00
5	601.4.1.A.5.D	Flared End Section - 18" Metal (Remainder Less Deposit Paid)	EA	2	\$0.00	\$0.00
SUBTOTAL						\$0.00
DIVISION 800 - AGGREGATES AND ASPHALT						
6	802.4.1.A.1.A	Crushed Aggregate Base, Type I	CY	512	\$27.47	\$14,063.64
7	802.4.1.A.1.B	Crushed Aggregate Base, Type I (ITD Approach)	CY	20	\$27.47	\$549.36
8	802.4.1.A.1.C	Crushed Aggregate Base, Type II	CY	1,775	\$28.26	\$50,167.83
9	802.4.1.A.1.D	Crushed Aggregate Base, Type II (ITD Approach)	CY	68	\$28.26	\$1,921.92
10	810.4.1.A.3	Plant Mix Pavement - Thickness 0.45" ISPWC 1/2" SP3, PG64-34 (ITD Approach)	SY	97	\$92.78	\$9,000.00
SUBTOTAL						\$75,702.75
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs						
11	1001.4.1.A.1	Erosion & Sediment Control (BMP installation only)	LS	1	\$5,000.00	\$5,000.00
12	1006.4.1.B.1	Riprap Slope and Outlet Protection	SY	20	\$180.00	\$3,600.00
13	1006.4.1.D.1	Check Dams, Rock	EA	28	\$80.36	\$2,250.00
14	1007.4.1.B.1	Seeding	AC	0.55	\$5,000.00	\$2,750.00
SUBTOTAL						\$13,600.00
DIVISION 1100 - TRAFFIC						
15	1103.4.1.A.1	Construction Traffic Control	LS	1	\$5,000.00	\$5,000.00
SUBTOTAL						\$5,000.00
DIVISION 2000 - MISCELLANEOUS						
16	2010.4.1.A.1	Mobilization	LS	1	\$18,922.50	\$18,922.50
17	2050.4.1.C.1	Subgrade Separation Geotextile (Type II, ITD Approach)	SY	145	\$5.00	\$725.00
SUBTOTAL						\$19,647.50
SPECIAL PROVISIONS						
18	SP-1	Emergency Access Gate (Remainder Less Deposit Paid)	EA	1	\$0.00	\$0.00
19	SP-2	Idaho Power Joint Trench Installation (Remainder Less Deposit Paid)	LS	1	\$0.00	\$0.00
20	SP-3	Fire Suppression Water Storage Tank (Remainder Less Deposit Paid)	LS	1	\$19,000.00	\$19,000.00
21	SP-4	Wildland Urban Interface Fire Protection Plan Implementation (Remainder Less Work Completed)	LS	1	\$4,987.00	\$4,987.00
22	SP-5	Surveying (Includes Construction Staking, Final Plat Preparation, etc.)	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL						\$26,487.00

Escrow Estimate Subtotal	\$142,147.25
Total Escrow Subtotal	\$142,147.25
CE&I (5%)	\$7,107.36
Contingency (20%)	\$28,429.45
Total Escrow Estimate	\$177,684.06

NOTES:

- Quantities are based on final design engineering plans from 10/16/2025
- Estimated Cost is based upon unit prices obtained from various sources and/or quotes received from contractors.
- Estimate does not include the cost of any landscaping improvements other than topsoiling/revegetation of the disturbed areas.