

Valley County Planning and Zoning Department

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



Variance Application

See Section 9-5H-10 Valley County Code

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT

Credit Card Cash Check # [REDACTED]

FILE # VAR 26-002

FEE \$ 250.00

ACCEPTED BY [Signature]

DATE 3-26-26

CROSS REFERENCE FILE(S): _____

PROPOSED USE: Homesite

Shared Driveway

Setback Variance

Other

Applicant Name Kenneth R. Koskella

Applicant Signature Kenneth R. Koskella Date 3-26-26

Mailing Address 12714 Koskella Rd.
Dornelly, Idaho 83615

Phone [REDACTED] Email [REDACTED]

Property Parcel Number RP 161903E 316205

Subdivision (if applicable) NA

Parcel Physical Address 12714 Koskella Rd., Dornelly, Idaho
83615

Required Attachments

1. Proposed Site Plan
2. Narrative statement demonstrating:
 - That special conditions and circumstances exist which are not a result from any action of the Applicant, which are peculiar to the land use or structure involved, and which are not applicable to other similar or adjacent lands, uses, or structures.
 - That granting the variance requested will not result in any special privilege otherwise denied to other similar or adjacent lands, uses, and structures.
3. Shared Driveway Variances require a shared driveway maintenance agreement. The shared driveway must be built to the satisfaction of the relevant fire department.

Pursuant to "Idaho Code", Section 67-6516 and Section 9-5H-10 of the Valley County Code, the Planning and Zoning Commission shall be empowered to grant variances relaxing or modifying the requirements of the Valley County Land Use and Development Ordinance with respect to lot size, setbacks, parking space, height of buildings, or other provisions of this Ordinance affecting the size or shape of a structure or the placement of the structure upon lots, and other land use requirements of this ordinance.

A variance may be granted if:

- the applicant can prove undue hardship is a result of characteristics of the site,
- that special conditions and circumstances exist which are not a result from any action of the applicant, which are peculiar to the land use or structure involved, and which are not applicable to other similar or adjacent lands, uses, or structures, and
- that granting the variance requested will not result in any special privilege otherwise denied to other similar or adjacent lands, uses, and structures.

In the case of the Planned Unit Development (PUD) involving variations from the requirements of this Ordinance, it shall not be necessary for the applicant to file a separate application for such variances.

Procedure:

- When an application has been submitted, it will be reviewed in order to determine compliance with application requirements. A hearing date will be scheduled only after an application has been accepted as complete or if applicant requests the hearing in writing.
- The fee set by resolution of the Board of County Commissioners shall accompany the variance application.
- An application for a variance shall be reviewed by the Administrator and the Planning & Zoning Commission in accordance with Valley County Code Section 9-5H-11. The Administrator shall post notice of the public hearing to the applicant, adjoining property owners, and the public in accordance with Section 9-5H-6B.
- A variance may be granted if the Planning & Zoning Commission makes specific findings of fact based directly on the particular evidence in the application which support conclusions that the above conditions have been met by the applicant.
- Within ten (10) days after a decision has been rendered, the Administrator or staff shall provide the applicant with written notice of the action by regular mail if so requested by the applicant.
- The Planning & Zoning Commission's decision shall be a recommendation to the Board of County Commissioners.
- The County Clerk, upon receipt of a recommendation from the Commission, shall set the item on the agenda of the Board at the earliest possible regular Board meeting.
- The Board shall consider and act upon the Commission's recommendations by following the procedures outlined in Valley County Code Section 9-5H-11.
- A permit for the variance may be issued by the Administrator or staff after approval of the Board of County Commissioners.
- Subject to Idaho Statute 55:22 Underground Facilities Damage Prevention.

We wish to carve out a 1.52 acre parcel from our 11.23 acre parcel RP16N03E36605 for a new homesite. We request a variance to use the existing access road to this new parcel. The request is due to the unusual shape of the existing parcel that leaves no place for another road.

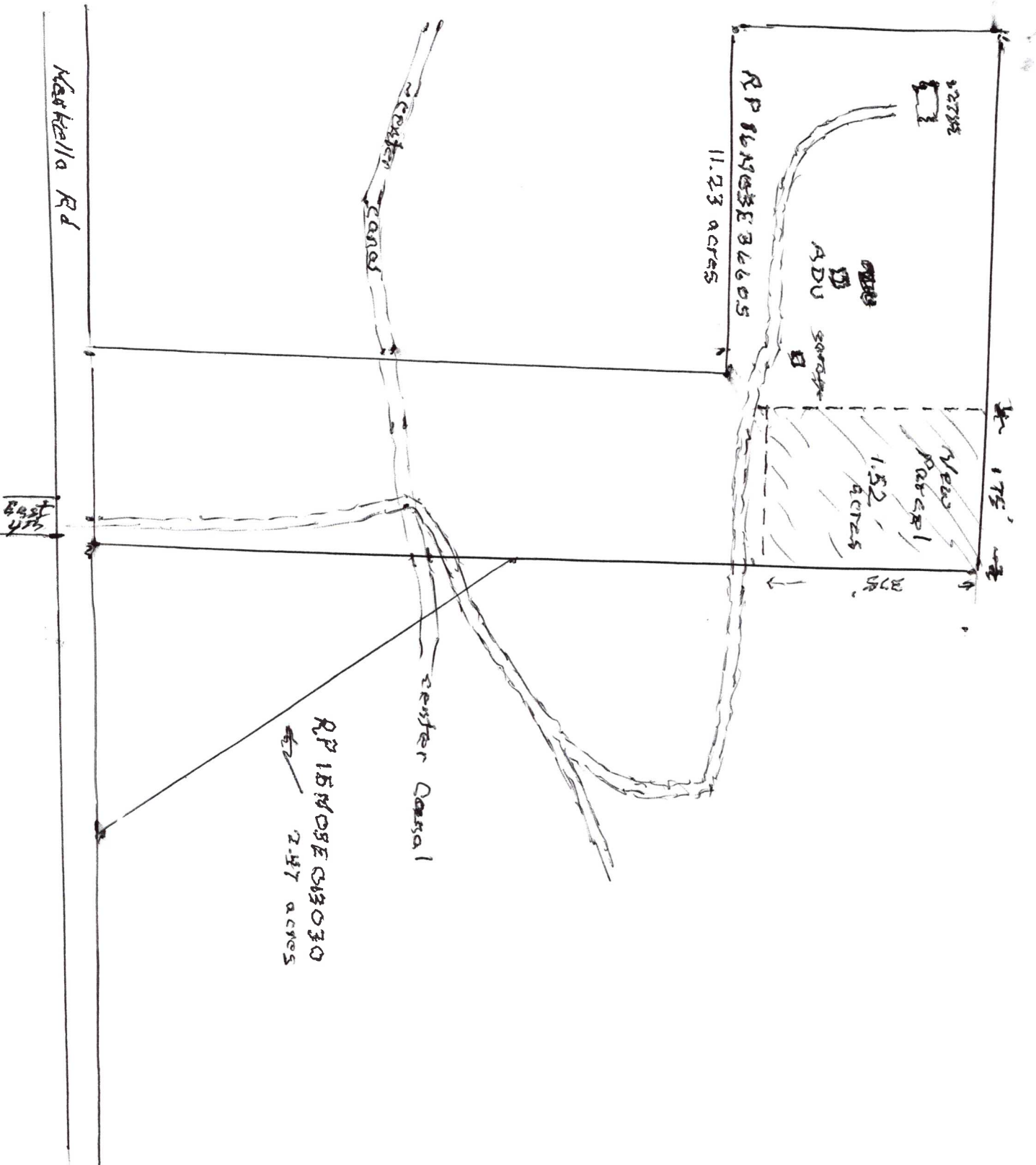
We also wish to attach our parcel RP15N03E018030 (2.47 acres) to parcel RP16N03E36605.

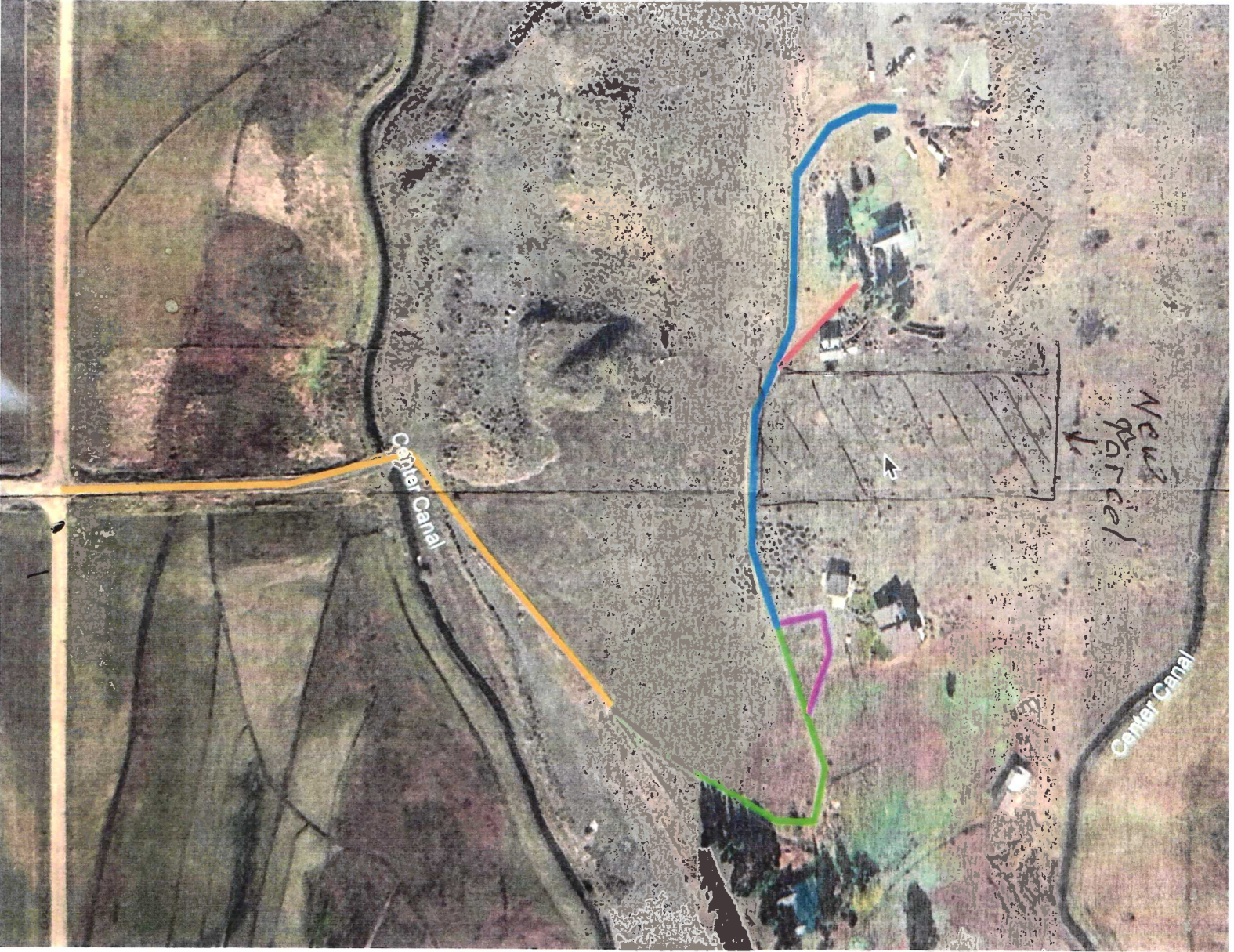
The carved out (new) parcel is as follows:

Beginning at the SE corner of
the 11.23 acre parcel RP16N03E36605
proceed N 175'
thence W 375'
thence S 175'
thence E 375' to the starting point

This defines a new rectangular parcel of 1.52 acres.

N ↑





Center Canal

New parcel
↓

Center Canal

RECORDATION REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sandra L. Clapp & Associates, P.A
P.O. Box 2660
Eagle, Idaho 83616

Instrument # 408647
VALLEY COUNTY, CASCADE, IDAHO
09-12-2017 08:43:17 No. of Pages: 12
Recorded for: FIRST AMERICAN TITLE - MCCALL
DOUGLAS A. MILLER Fee: \$43.00
Ex-Officio Recorder Deputy: JLM
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SHARED ROADWAY AGREEMENT

This Shared Roadway Agreement ("Agreement") is made and entered into effective the 28th day of August, 2017, by and among KRISTIN M. KOSKELLA ("Kristin"), FLOYD A. LOOMIS ("Floyd"), KIMBERLY J. WOODHOUSE ("Kim"), RODERICK G. WOODHOUSE ("Rod"), and KENNETH R. KOSKELLA ("Ken"). Kristin, Floyd, Kim, Rod, and Ken may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, Ken is the owner of that certain parcel of real property consisting of 2.47 acres located in the County of Valley, State of Idaho, which property is described on **Exhibit A** attached hereto and made a part hereof (referred to herein as "Parcel A");

WHEREAS, Ken is the owner of real property commonly known as 12714 Koskella Road, Donnelly, Valley County, Idaho, which property is more fully described on **Exhibit A-1** attached hereto and made a part hereof (referred to herein as "Parcel A-1");

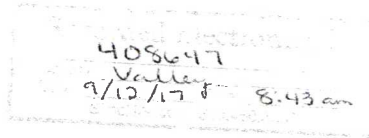
WHEREAS, Kim and Rod are the owners of that certain parcel of real property consisting of 13.62 acres located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit B** attached hereto and made a part hereof (referred to herein as "Parcel B");

WHEREAS, Kristin and Floyd are the owners of real property known as Revised Tax #6 and Parcel C consisting of 3.71 acres and 16.02 acres, respectively, located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit C** attached hereto and made a part hereof (collectively referred to herein as "Parcel C");

SHARED ROADWAY AGREEMENT - 1

RECORDATION REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sandra L. Clapp & Associates, P.A
P.O. Box 2660
Eagle, Idaho 83616



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SHARED ROADWAY AGREEMENT

This Shared Roadway Agreement ("Agreement") is made and entered into effective the 28th day of August, 2017, by and among KRISTIN M. KOSKELLA ("Kristin"), FLOYD A. LOOMIS ("Floyd"), KIMBERLY J. WOODHOUSE ("Kim"), RODERICK G. WOODHOUSE ("Rod"), and KENNETH R. KOSKELLA ("Ken"). Kristin, Floyd, Kim, Rod, and Ken may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, Ken is the owner of that certain parcel of real property consisting of 2.47 acres located in the County of Valley, State of Idaho, which property is described on **Exhibit A** attached hereto and made a part hereof (referred to herein as "Parcel A");

WHEREAS, Ken is the owner of real property commonly known as 12714 Koskella Road, Donnelly, Valley County, Idaho, which property is more fully described on **Exhibit A-1** attached hereto and made a part hereof (referred to herein as "Parcel A-1");

WHEREAS, Kim and Rod are the owners of that certain parcel of real property consisting of 13.62 acres located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit B** attached hereto and made a part hereof (referred to herein as "Parcel B");

WHEREAS, Kristin and Floyd are the owners of real property known as Revised Tax #6 and Parcel C consisting of 3.71 acres and 16.02 acres, respectively, located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit C** attached hereto and made a part hereof (collectively referred to herein as "Parcel C");

WHEREAS, Parcel A, Parcel A-1, Parcel B, and Parcel C share a driveway for access onto and across Parcel A, Parcel A-1, Parcel B, and Parcel C (referred to herein as the "Driveway");

WHEREAS the purpose of this Agreement is to describe the responsibility of each Party hereto regarding the Driveway and to confirm the easement across such parcels; and

WHEREAS, the Parties desire to formalize the terms, conditions and restrictions arising from or relating to the Driveway pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the Parties hereto and other valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Building and Maintenance of Driveway. At the time of construction of a structure on Parcel A, Parcel B, or Parcel C, the owner of the improved parcel(s) shall be responsible for building and maintenance of the Driveway. At such time structures are built on all of Parcel A, Parcel B, and Parcel C, then the Parties shall share the costs of general maintenance of the Driveway based on usage of the Driveway, as mutually agreed upon by the Parties. Any costs associated with upgrading the Driveway shall be mutually agreed upon between the Parties. If the Parties cannot agree, any Party shall have the option of upgrading the Driveway at their own expense.

2. Snow Removal. Snow removal costs associated with the Driveway shall be shared by the Parties based on usage of the Driveway, as mutually agreed upon by the Parties, in any snow removal season in which all Parties use the Driveway. If any Party does not use the

Driveway during the snow removal season, that non-using Party shall not be responsible for sharing the snow removal costs.

3. Damage to Driveway. Each Party shall be responsible for any damage caused to the Driveway by excessive weight or other actions, i.e., large trucks, trailers, construction equipment, damage caused by visitors. Any damages to the Driveway shall be repaired immediately by the Party responsible for the damages.

4. Perpetual. This Agreement shall be binding on the heirs, successors and assigns of the Parties.

5. Entire Agreement. This Agreement shall constitute the entire agreement with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement.

6. Modification of Agreement. Any modification of this Agreement shall be binding only if evidenced in writing signed by all Parties hereto, or their respective heirs, successors and assigns.

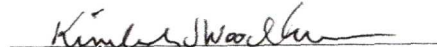
7. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed
the day and year set forth below.

Dated this 28th day of August, 2017.

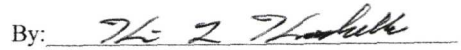

KRISTIN M. KOSKELLA


FLOYD A. LOOMIS


KIMBERLY J. WOODHOUSE


RODERICK G. WOODHOUSE

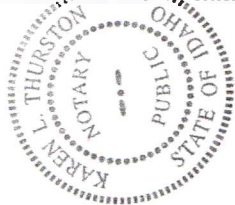

KENNETH R. KOSKELLA

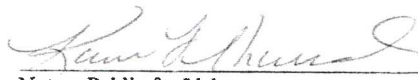
By: 
Kevin L. Koskella, as agent under
Power of Attorney dated July 17, 2017

STATE OF IDAHO)
) ss.
County of Valley)

On this 7 day of Sept, 2017, before me, a notary public, personally appeared KRISTIN M. KOSKELLA, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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





Notary Public for Idaho Residing: Cascade, ID
Commission Expires: Exp: 05/13/2021

STATE OF IDAHO)
) ss.
County of Valley)

On this 7 day of Sept, 2017, before me, a notary public, personally appeared FLOYD A. LOOMIS, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

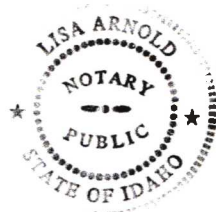



Notary Public for Idaho Residing: Cascade, ID
Commission Expires: Exp: 05/13/2021

STATE OF IDAHO)
) ss.
County of ADA)

On this 28th day of August, 2017, before me, a notary public, personally appeared KIMBERLY J. WOODHOUSE, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

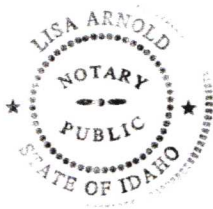


Lisa Arnold
Notary Public for Idaho
Commission Expires: 5/20/2020

STATE OF IDAHO)
) ss.
County of ADA)

On this 28th day of August, 2017, before me, a notary public, personally appeared RODERICK G. WOODHOUSE, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lisa Arnold
Notary Public for Idaho
Commission Expires: 5/20/2020

EXHIBIT A
Fodrea Land Group Surveyors. Engineers. Planners
P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410
www.fodrealandgroup.com

Parcel A,
2.47 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,
Valley County, Idaho

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst No. 99670, corner records of said Valley County said corner being the **TRUE POINT OF BEGINNING**.

Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of N 64°05'18" E, a distance of 724.75 feet to a set 5/8 inch rebar on the north boundary line of said Section 1; Thence a bearing of N 88°30'14" W, a distance of 646.29 feet, on said north boundary line of Section 1, to the **POINT OF BEGINNING**.

Said described parcel of land contains 2.47 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.

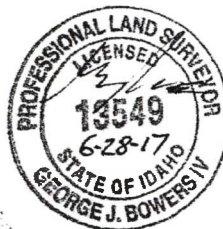



EXHIBIT A-1
Legal Description of Parcel A-1

Beginning at the Southwest corner of Section 36 common to the Southeast corner of Section 35, in Township 16 North, Range 3 East of Boise Meridian, thence due East along the Southerly boundary line of Section 36 a distance of 1320 feet; thence due North 700 feet; thence due West 450 feet; thence South 500 feet; thence due West 870 feet more or less to the Westerly boundary line of said Section 36; thence South along the Westerly boundary line of Section 36 a distance of 200 feet to the Southwest Section corner of Section 36 and the place of beginning.

EXHIBIT B

 **Fodrea Land Group** Surveyors. Engineers. Planners.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

**Parcel B,
13.62 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,
Valley County, Idaho**

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County; Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet) said point being the **TRUE POINT OF BEGINNING**.

Thence a bearing of N 64°05'18" E, a distance of 724.75 feet to a set 5/8 inch rebar on the north boundary line of said Section 1; Thence a bearing of S 88°30'14" E, a distance of 680.30 feet, on said north boundary line of Section 1, to a set 5/8 inch rebar being the W 1/16 corner of said Section 1; Thence a bearing of S 01°31'41" W, a distance of 187.19 feet on the east boundary line of the W1/2NW1/4 of said Section 1, to a set 5/8 inch rebar; Thence a bearing of S 64°05'18" W, a distance of 517.68 feet, on the north boundary line of Tax No. 6, to a set 5/8 inch rebar being the northwest corner of said Tax No. 6; Thence a bearing of S 64°05'18" W, a distance of 968.03 feet to a point on the west boundary line of said Section 1 (said point being witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of N 01°00'00" E, a distance of 537.49 feet, on said west boundary line of Section 1, to the **POINT OF BEGINNING**.

Said described parcel of land contains 13.62 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



EXHIBIT C

Fodrea Land Group Surveyors, Engineers, etc.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

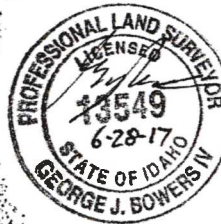
Parcel C,
16.02 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,
Valley County, Idaho

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County; Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of S 01°00'00" W, a distance of 537.49 feet, on said west boundary line of Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet) said point being the **TRUE POINT OF BEGINNING**.

Thence a bearing of N 64°05'18" E, a distance of 968.03 feet to a set 5/8 inch rebar being the northwest corner of Tax No. 6; Thence a bearing of S 25°54'42" E, a distance of 387.00 feet, on the west boundary line of said Tax No. 6, to a set 5/8 inch rebar being the southwest corner of said Tax No. 6; Thence a bearing of N 64°05'18" E, a distance of 316.73 feet to a set 5/8 inch rebar on the east boundary line of the W1/2NW1/4 of said Section 1; Thence a bearing of S 01°31'41" W, a distance of 557.84 feet, on said east boundary line of the W1/2NW1/4 of Section 1, to a set 5/8 inch rebar; Thence a bearing of N 88°30'14" W, a distance of 1315.70 feet to a point on the west boundary line of said Section 1 (witnessed by a set 5/8 inch rebar which bears S 88°30'14" E, a distance of 25.00 feet); Thence a bearing of N 01°00'00" E, a distance of 310.01 feet, on said west boundary line of Section 1, to the **POINT OF BEGINNING**.

Said described parcel of land contains 16.02 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



Fodrea Land Group Surveyors. Engineers. Planners.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

**Revised Tax Number 6,
3.71 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,**

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County; Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of S 01°00'00" W, a distance of 537.49 feet, on said west boundary line of Section 1, to the a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of N 64°05'18" E, a distance of 968.03 feet to a set 5/8 inch rebar being the northwest corner of Tax No. 6 and the **TRUE POINT OF BEGINNING.**

Thence a bearing of S 25°54'42" E, a distance of 387.00 feet, on the west boundary line of said Tax No. 6, to a set 5/8 inch rebar being the southwest corner of said Tax No. 6; Thence a bearing of N 64°05'18" E, a distance of 316.73 feet to a set 5/8 inch rebar on the east boundary line of the W1/2NW1/4 of said Section 1; Thence a bearing of N 01°31'41" E, a distance of 436.06 feet, on said east boundary line of the W1/2NW1/4 of Section 1, to a set 5/8 inch rebar; Thence a bearing of S 64°05'18" W, a distance of 517.68 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 3.71 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



RECORDED
VALLEY COUNTY, CASCADE, IDAHO
06-07-2017 15:44:48 No. of Pages: 16
Recorded for: FIRST AMERICAN TITLE - MCCALL
DOUGLAS A. MILLER Fee: \$62.00
Ex-Officio Recorder Deputy: JLM
Electronically Recorded by Simplifile

RECORDATION REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sandra L. Clapp
Sandra L. Clapp & Associates, P.A.
PO Box 2660
Eagle, Idaho 83616

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DECLARATION AND GRANT OF LIMITED EASEMENT
(Perpetual Ingress and Egress Only)

This Declaration and Grant of Limited Easement ("Declaration") is made by KRISTIN M. KOSKELLA, FLOYD A. LOOMIS, KIMBERLY J. WOODHOUSE, RODERICK G. WOODHOUSE, and KENNETH R. KOSKELLA (collectively referred to as the "Grantor") in favor of KENNETH R. KOSKELLA, KRISTIN M. KOSKELLA, FLOYD A. LOOMIS, KIMBERLY J. WOODHOUSE, and RODERICK G. WOODHOUSE (collectively referred to as the "Grantee").

WHEREAS, KENNETH R. KOSKELLA is the owner of real property known as Parcel A consisting of 2.47 acres located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit A** attached hereto and made a part hereof (referred to herein as "Parcel A");

WHEREAS, KENNETH R. KOSKELLA is the owner of real property commonly known as 12714 Koskella Road, Donnelly, Valley County, Idaho, which property is more fully described on **Exhibit A-1** attached hereto and made a part hereof (referred to herein as "Parcel A-1");

WHEREAS, KIMBERLY J. WOODHOUSE and RODERICK G. WOODHOUSE are the owners of real property known as Parcel B consisting of 13.62 acres located in the County of

RECORDATION REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sandra L. Clapp
Sandra L. Clapp & Associates, P.A.
PO Box 2660
Eagle, Idaho 83616



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DECLARATION AND GRANT OF LIMITED EASEMENT
(Perpetual Ingress and Egress Only)

This Declaration and Grant of Limited Easement ("Declaration") is made by KRISTIN M. KOSKELLA, FLOYD A. LOOMIS, KIMBERLY J. WOODHOUSE, RODERICK G. WOODHOUSE, and KENNETH R. KOSKELLA (collectively referred to as the "Grantor") in favor of KENNETH R. KOSKELLA, KRISTIN M. KOSKELLA, FLOYD A. LOOMIS, KIMBERLY J. WOODHOUSE, and RODERICK G. WOODHOUSE (collectively referred to as the "Grantee").

WHEREAS, KENNETH R. KOSKELLA is the owner of real property known as Parcel A consisting of 2.47 acres located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit A** attached hereto and made a part hereof (referred to herein as "Parcel A");

WHEREAS, KENNETH R. KOSKELLA is the owner of real property commonly known as 12714 Koskella Road, Donnelly, Valley County, Idaho, which property is more fully described on **Exhibit A-1** attached hereto and made a part hereof (referred to herein as "Parcel A-1");

WHEREAS, KIMBERLY J. WOODHOUSE and RODERICK G. WOODHOUSE are the owners of real property known as Parcel B consisting of 13.62 acres located in the County of

Valley, State of Idaho, which property is more fully described on **Exhibit B** attached hereto and made a part hereof (referred to herein as "Parcel B");

WHEREAS, KRISTIN M. KOSKELLA and FLOYD A. LOOMIS are the owners of real property known as Revised Tax Number 6 consisting of 3.71 acres located in the County of Valley, State of Idaho, which property is more fully described on **Exhibit C** attached hereto and made a part hereof (referred to herein as "Tax No. 6");

WHEREAS, attached hereto and marked as **Exhibit D** is a legal description for a 50 foot wide shared driveway easement (referred to herein as the "Easement Area");

WHEREAS, Grantor desires to grant to Grantee a limited easement for ingress and egress across Parcel A, Parcel A-1, Parcel B and Tax No. 6 using the Easement Area; and

WHEREAS, Grantor and Grantee desire to formalize the grant, terms, conditions and restrictions arising from or relating to the easement to be granted pursuant to this Declaration.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Easement. Grantor hereby grants an easement for ingress and egress across and along Parcel A, Parcel A-1, Parcel B and Tax No. 6 for reasonable access to Parcel A, Parcel A-1, Parcel B and Tax No. 6 using the designated Easement Area identified on Exhibit D. After this grant, Parcel A, Parcel A-1, Parcel B and Tax No. 6 shall be subject to the Easement Area described on Exhibit D. It is intended by Grantor that all ingress, egress, or use of the Easement Area for any purpose or of any nature shall be limited to reasonable non-commercial travel using standard motorized vehicles or agricultural implements. The Easement Area is expressly

restricted and limited from being used by Grantee for any commercial travel or use. The Grantor executes this Declaration with the intent and understanding that Grantee shall utilize the rights granted in this Declaration over, through and across Parcel A, Parcel A-1, Parcel B and Tax No. 6 in a manner that will not disturb the quiet enjoyment of the occupants of Parcel A, Parcel A-1, Parcel B and Tax No. 6. The Grantor further executes this Declaration with the intent and understanding that Grantee shall not allow access over, through or across the Easement Area with any vehicle, machinery, equipment or other motorized transportation that will cause harm or damage to Parcel A, Parcel A-1, Parcel B, Tax No. 6 or the Easement Area that is more than ordinary wear and tear. The Grantor and Grantee shall share the cost to repair and maintain the Easement Area based upon relative usage as determined by the parties from time to time. Grantor shall have the right to utilize the Easement Area in any manner that will not interfere with the easement granted herein.

The parties hereto agree that they shall each use the rights granted by this Declaration with due regard for the rights of any successor in interest and their use of such easement, and shall not use the Easement Area in any way that will impair the rights of any other person entitled to use it, and shall not obstruct passage thereon.

2. Indemnification. Grantee hereby agrees to indemnify and hold the Grantor harmless from and against any and all losses, claims, damages, liabilities and obligations of any kind and description, including any reasonable attorney's fees incurred by Grantee, arising out of any matter relating to the Easement Area including, without limitation, any access, use or passage on Parcel A, Parcel A-1, Parcel B and Tax No. 6 by Grantee or Grantee's agents or invitees.

3. Perpetual. All provisions of this Declaration, including the benefits and burdens, will run with the land.

4. No Gift to General Public. Nothing in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of Parcel A, Parcel A-1, Parcel B or Tax No. 6 for the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purposes expressed herein.

5. Construction. The rule of strict construction does not apply to this Declaration of Easement. This Declaration shall be given a reasonable construction so that the intentions of the Grantor and the Grantee hereunder to confer a useable right of enjoyment for access across Parcel A, Parcel A-1, Parcel B and Tax No. 6 as provided herein, are carried out.

6. Entire Agreement. This Declaration shall constitute the entire agreement with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Declaration shall not be binding except to the extent incorporated in this Declaration.

7. Modification of Agreement. Any modification of this Declaration shall be binding only if evidenced in writing signed by Grantor and Grantee, or their respective heirs, successors and assigns.

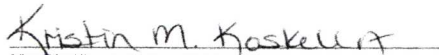
8. Governing Law. It is agreed that this Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.


9. Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original document but all of which together shall be one and the same instrument.

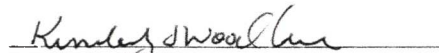
IN WITNESS WHEREOF, the undersigned have caused this Declaration and Grant of Limited Easement to be executed the day and year set forth below.


Dated this 28th day of August, 2017.

GRANTOR:

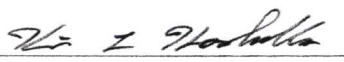

KRISTIN M. KOSKELLA


FLOYD A. LOOMIS


KIMBERLY G. WOODHOUSE


RODERICK G. WOODHOUSE



KENNETH R. KOSKELLA

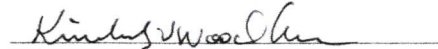
By: 
Kevin L. Koskella, as agent under
Power of Attorney dated July 17, 2017

Dated this 28th day of August, 2017.

GRANTEE:

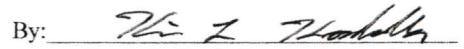

KRISTIN M. KOSKELLA


FLOYD A. LOOMIS


KIMBERLY J. WOODHOUSE


RODERICK G. WOODHOUSE


KENNETH R. KOSKELLA


By: 
Kevin L. Koskella, as agent under
Power of Attorney dated July 17, 2017

STATE OF IDAHO)
) ss.
County of Valley)

On this 7 day of ~~August~~^{Sept}, 2017, before me, a notary public, personally appeared KRISTIN M. KOSKELLA, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



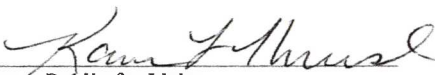

Notary Public for Idaho
Commission Expires: Residing: Cascade, ID
Exp: 05/13/2021

STATE OF IDAHO)
) ss.
County of Valley)

On this 7 day of ~~August~~^{Sept}, 2017, before me, a notary public, personally appeared FLOYD A. LOOMIS, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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




Notary Public for Idaho
Commission Expires: Residing: Cascade, ID
Exp: 05/13/2021

STATE OF IDAHO)
) ss.
County of ADA)

On this 28th day of August, 2017, before me, a notary public, personally appeared KIMBERLY J. WOODHOUSE, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.



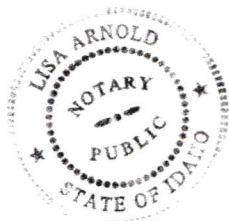
Lisa Arnold

Notary Public for Idaho
Commission Expires: 5/20/2020

STATE OF IDAHO)
) ss.
County of ADA)

On this 28th day of August, 2017, before me, a notary public, personally appeared RODERICK G. WOODHOUSE, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lisa Arnold

Notary Public for Idaho
Commission Expires: 5/20/2020

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of August, 2017, before me, a notary public, personally appeared KEVIN L. KOSKELLA, as agent under a Power of Attorney for KENNETH R. KOSKELLA, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as agent for KENNETH R. KOSKELLA.

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



Lisa Arnold
Notary Public for Idaho
Commission Expires: 5/28/2020

EXHIBIT A

 **Fodrea Land Group** Surveyors. Engineers. Planners.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

**Parcel A,
2.47 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,
Valley County, Idaho**

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County said corner being the **TRUE POINT OF BEGINNING**.

Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of N 64°05'18" E, a distance of 724.75 feet to a set 5/8 inch rebar on the north boundary line of said Section 1; Thence a bearing of N 88°30'14" W, a distance of 646.29 feet, on said north boundary line of Section 1, to the **POINT OF BEGINNING**.

Said described parcel of land contains 2.47 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



EXHIBIT A-1
Legal Description of Parcel A-1

Beginning at the Southwest corner of Section 36 common to the Southeast corner of Section 35, in Township 16 North, Range 3 East of Boise Meridian, thence due East along the Southerly boundary line of Section 36 a distance of 1320 feet; thence due North 700 feet; thence due West 450 feet; thence South 500 feet; thence due West 870 feet more or less to the Westerly boundary line of said Section 36; thence South along the Westerly boundary line of Section 36 a distance of 200 feet to the Southwest Section corner of Section 36 and the place of beginning.

EXHIBIT B

 **Fodrea Land Group** Surveyors. Engineers. Planners
P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410
www.fodrealandgroup.com

**Parcel B,
13.62 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,
Valley County, Idaho**

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County; Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet) said point being the **TRUE POINT OF BEGINNING**.

Thence a bearing of N 64°05'18" E, a distance of 724.75 feet to a set 5/8 inch rebar on the north boundary line of said Section 1; Thence a bearing of S 88°30'14" E, a distance of 680.30 feet, on said north boundary line of Section 1, to a set 5/8 inch rebar being the W 1/16 corner of said Section 1; Thence a bearing of S 01°31'41" W, a distance of 187.19 feet on the east boundary line of the W1/2NW1/4 of said Section 1, to a set 5/8 inch rebar; Thence a bearing of S 64°05'18" W, a distance of 517.68 feet, on the north boundary line of Tax No. 6, to a set 5/8 inch rebar being the northwest corner of said Tax No. 6; Thence a bearing of S 64°05'18" W, a distance of 968.03 feet to a point on the west boundary line of said Section 1 (said point being witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of N 01°00'00" E, a distance of 537.49 feet, on said west boundary line of Section 1, to the **POINT OF BEGINNING**.

Said described parcel of land contains 13.62 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



EXHIBIT C

 **Fodrea Land Group** Surveyors. Engineers. Planners.
P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410
www.fodrealandgroup.com

**Revised Tax Number 6,
3.71 Acres
A Portion of the
W1/2 of the NW1/4 of Section 1,
T. 15 N., R. 3 E., B.M.,**

A parcel of land located in a portion of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E, B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County; Thence a bearing of S 01°00'00" W, a distance of 333.63 feet, on the west boundary line of said Section 1, to a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of S 01°00'00" W, a distance of 537.49 feet, on said west boundary line of Section 1, to the a point (witnessed by a set 5/8 inch rebar which bears N 64°05'18" E, a distance of 28.04 feet); Thence a bearing of N 64°05'18" E, a distance of 968.03 feet to a set 5/8 inch rebar being the northwest corner of Tax No. 6 and the **TRUE POINT OF BEGINNING.**

Thence a bearing of S 25°54'42" E, a distance of 387.00 feet, on the west boundary line of said Tax No. 6, to a set 5/8 inch rebar being the southwest corner of said Tax No. 6; Thence a bearing of N 64°05'18" E, a distance of 316.73 feet to a set 5/8 inch rebar on the east boundary line of the W1/2NW1/4 of said Section 1; Thence a bearing of N 01°31'41" E, a distance of 436.06 feet, on said east boundary line of the W1/2NW1/4 of Section 1, to a set 5/8 inch rebar; Thence a bearing of S 64°05'18" W, a distance of 517.68 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 3.71 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



EXHIBIT D

 **Fodrea Land Group** Surveyors, Engineers.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

**Easement 1,
50 foot-wide Shared Driveway Easement
Located in Portions of the
W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E., B.M.,
And W1/2 of the SW1/4 of Section 36, T. 16 N. R. 3 E., B.M.,
Valley County, Idaho**

A 50 foot-wide shared driveway easement located in portions of the W1/2 of the NW1/4 of Section 1, T. 15 N., R. 3 E., B.M., and the W1/2 of the SW1/4 of Section 36, T. 16 N., R. 3 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Section 1, a found brass cap monument, C.P.F. Inst. No. 99670, corner records of said Valley County; Thence a bearing of N 69°42'33" E, a distance of 28.75 feet to a point on the easterly prescribed right-of-way boundary of Kaskella Road and on the centerline of said easement, said point being the **POINT OF BEGINNING** of said easement;

Thence the following courses along the centerline of said easement:

A bearing of N 88°26'16" E, a distance of 254.65 feet to a point;

A curve to the left, having a length of 160.09 feet, a radius of 400.00 feet and a chord which bears N 76°58'20" E, a distance of 159.02 feet to a point;

A curve to the right, having a length of 83.29 feet, a radius of 50.00 feet and a chord which bears S 66°46'15" E, a distance of 73.99 feet to a point;

A curve to the left, having a length of 95.13 feet, a radius of 200.00 feet and a chord which bears S 32°40'28" E, a distance of 94.24 feet to a point;

A bearing of S 46°18'02" E, a distance of 93.29 feet to a point;

A curve to the right, having a length of 20.40 feet, a radius of 200.00 feet and a chord which bears S 43°22'44" E, a distance of 20.39 feet to a point;

A bearing of S 40°27'26" E, a distance of 184.92 feet to a point;

A curve to the left, having a length of 23.05 feet, a radius of 100.00 feet and a chord which bears S 47°03'42" E, a distance of 23.00 feet to a point;

A bearing of S 53°39'59" E, a distance of 109.29 feet to a point;

A curve to the left, having a length 105.76 feet, a radius of 1000.00 feet and a chord which bears S 56°41'47" E, a distance of 105.71 feet to a point;

A curve to the left, having length of 40.00 feet, a radius of 80.00 feet and a chord which bears S 74°03'00" E, a distance of 39.58 feet to a point;

A curve to the left, having a length of 22.22 feet, a radius of 50.00 feet and a chord which bears N 78°53'36" E, a distance of 22.04 feet to a point;

Fodrea Land Group Surveyors, Engineers.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

A curve to the left, having a length of 36.89 feet, radius of 40.00 feet and a chord which bears N 39°44'37" E, distance of 35.59 feet to a point;

A curve to the left, having a length of 57.81 feet, a radius of 120.00 feet and a chord which bears N 00°28'26" W, a distance of 57.25 feet to a point;

A curve to the left, having a length of 77.67 feet, a radius of 600.00 feet and a chord which bears N 17°58'58" W, a distance of 77.62 feet to a point;

A bearing of N 21°41'29" W, a distance of 99.21 feet to a point;

A curve to the right, having a length of 150.34 feet, a radius of 520.00 feet and a chord which bears N 13°24'31" W, a distance of 149.82 feet to a point on the north boundary line of Section 1 and the POINT OF ENDING of said easement.

