

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



C.U.P. & Preliminary Plat Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input checked="" type="checkbox"/> Check # <u>From Engineering Deposit</u> or <input type="checkbox"/> Cash
FILE #	<u>C.U.P. 22-52 North Pasture Subd.</u>	FEE \$ <u>300</u>
ACCEPTED BY	_____	DEPOSIT _____
CROSS REFERENCE FILE(S):	_____	DATE <u>11-22-2022</u>
<input type="checkbox"/> ADMINISTRATIVE PLAT	COMMENTS: _____	
<input checked="" type="checkbox"/> SHORT PLAT	_____	
<input type="checkbox"/> FULL PLAT	_____	

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

Applicant's Signature: [Signature] Date: 11-21-2022

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

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

We recommend you review Title 9 and Title 10 of the Valley County Code online at www.co.valley.id.us/planning-zoning or at the Planning and Zoning Office, 219 North Main, Cascade, Idaho. Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

**APPLICATION FOR
PRELIMINARY & FINAL PLAT
(Short Plat)**

NORTH PASTURE SUBDIVISION

PREPARED FOR:
VALLEY COUNTY
November 22, 2022

PREPARED BY:

APPLICANT

The DRC Trust, dated May 3, 2022
David John Carey II, Trustee
PO Box 2332
McCall, ID 83638
[REDACTED]

ATTORNEY

Amy Pemberton
Millemann Pemberton & Holm LLP
706 North First Street
PO Box 1066
McCall, ID 83638
[REDACTED]

SURVEYOR

Ralph Miller
Secesh Engineering, Inc.
335 Deinhard Lane, Suite 1
McCall, ID 83638
[REDACTED]

**APPLICATION FOR
PRELIMINARY & FINAL PLAT
(Short Plat)**

NORTH PASTURE SUBDIVISION

Valley County, Idaho

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CONTACT INFORMATION

PROPOSED SUBDIVISION NAME: NORTH PASTURE SUBDIVISION

APPLICANT The DRC Trust, dated May 3, 2022, DAVID JOHN CAREY II, Trustee

PHONE [REDACTED]

Owner ☒ Option Holder ☐ Contract Holder ☐

MAILING ADDRESS PO BOX 2332, McCALL, ID 83638

ZIP

EMAIL [REDACTED]

PROPERTY OWNER SAME AS APPLICANT

(if not the applicant)

MAILING ADDRESS

ZIP

EMAIL

Nature of Owner's Interest in this Development? 100% OWNER OF PROPERTY

AGENT / REPRESENTATIVE AMY PEMBERTON, MPH LLP

PHONE [REDACTED]

MAILING ADDRESS PO BOX 1066, MCCALL, ID 83638

ZIP

EMAIL [REDACTED]

ENGINEER

MAILING ADDRESS

ZIP

EMAIL

PHONE

SURVEYOR RALPH MILLER, SECESH ENGINEERING, INC.

MAILING ADDRESS PO BOX 70, MCCALL, ID 83638

ZIP

EMAIL [REDACTED]

PHONE [REDACTED]

PROPERTY INFORMATION

1. SIZE OF PROPERTY 2.15 Acres

2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER N/A Acres

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

Easements NO

Deed Restrictions NO

Liens or encumbrances NO

4. LEGAL DESCRIPTION SEE PLAT

5. TAX PARCEL NUMBER(S) A PORTION OF RP17N03E010750

Quarter N

Section 01

Township 17N

Range 03E

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY:

AGRICULTURAL

7. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: _____

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

North RURAL RESIDENTIAL

South AGRICULTURAL

East RURAL RESIDENTIAL

West AGRICULTURAL

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

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

9c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: MEADOW

10a. WATER COURSE: N/A

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

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

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

11a. NUMBER OF EXISTING ROADS: NONE Width _____ Public ☐ Private ☐

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

11b. NUMBER OF PROPOSED ROADS: (1) ACCESS EASEMENT Proposed width: 30 FEET

Will the proposed roads be Public ☐ Private ☒

Proposed road construction: Gravel ☒ Paved ☐

12a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: NO UTILITIES ARE IN PLACE

12b. PROPOSED UTILITIES: SEPTIC, WELL, POWER

Proposed utility easement width 30 FEET

Locations EAST OF FARM TO MARKET RD. IMMEDIATELY SOUTH OF THE NORTHERN LARGE PARCEL PROPERTY LINE

13. SOLID WASTE DISPOSAL METHOD: Individual Septic ☒ Central Sewage Treatment Facility ☐
14. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual ☒
 If individual, has a test well been drilled? NO Depth Flow Purity Verified?
 Nearest adjacent well CAROL DE JONG Depth 106 FEET Flow 64 GPM
15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☒ No ☐
 Are you proposing any alterations, improvements, extensions or new construction? Yes ☒ No ☐
 If yes, explain: IRRIGATION DITCHES IN LARGE PARCEL, MAIN TO BE MOVED PRIOR TO APPLICATION FOR BUILDING PERMIT ON LOT 1
16. DRAINAGE (Proposed method of on-site retention): EXISTING SOIL, TOPOGRAPHY AND VEGETATION CONTAIN SURFACE WATER ON SITE
 Any special drains? NO (Please attach map)
 Soil type(s): ARCHABAL LOAM, COARSE SANDY LOAM
 (Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)
17. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? N/A
 If not, indicate the type of surety that will be put up to ensure the construction of the improvements within one (1) year from the date of filing the plat:
16. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:
 Setbacks: Front ^{PER VALLEY COUNTY CODE} feet Sides ^{PER VALLEY COUNTY CODE} feet Rear ^{PER VALLEY COUNTY CODE} feet
 Mobile homes allowed? Yes ☐ No ☒
 Minimum construction value UNKNOWN Minimum square footage N/A
 Completion of construction required within 2 Days ☐ Months ☐ Years ☒
 Resubdivision permitted? Yes ☐ No ☒
 Other
17. LAND PROGRAM:
 Open Areas and/or Common Areas Yes ☐ No ☒
 Acreage in subdivision 2.15 Number of lots in subdivision 1
 Typical width and depth of lots SEE PLAT
 Typical lot area SEE PLAT Minimum lot area 2.15 Maximum lot area 2.15
 Lineal footage of streets N/A Average street length per lot N/A
 Percentage of area in streets 0 %
 Dedicating road right-of-way to Valley County? Yes ☐ No ☒
 Percentage of area of development to be public (including easements) 0 %
 Maximum street gradient
 Is subdivision to be completely developed at one time? Yes ☒ No ☐ - Attach phasing plan and timeline.
18. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights &/or are in an irrigation district. Submit letter from Irrigation District, if applicable.
19. COMPLETE ATTACHED WEED CONTROL AGREEMENT.
20. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.

Irrigation Plan

(Idaho Code 31-3805)

This land: ☐ Has water rights available to it
☒ Is dry and has no water rights available to it.

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

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

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

- 1. Are you within an area of negotiated City Impact? ☐ Yes ☒ No
- 2. What is the name of the irrigation district/company and drainage entities servicing the property?
Irrigation: _____
Drainage: _____
- 3. How many acres is the property being subdivided? _____
- 4. What percentage of this property has water? _____
- 5. How many inches of water are available to the property? _____
- 6. How is the land currently irrigated? ☐ surface ☐ sprinkler ☐ irrigation well
☐ above ground pipe ☐ underground pipe
- 7. How is the land to be irrigated after it is subdivided? ☐ surface ☐ sprinkler ☐ irrigation well
☐ above ground pipe ☐ underground pipe
- 8. Describe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.

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

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

11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)

Irrigation Plan Map Requirements

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

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

Also, provide the following documentation:

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

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

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

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

Signed: 
Applicant

Date: 11 / 21 / 2022



VALLEY COUNTY

WEED CONTROL AGREEMENT

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

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

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

Valley County Weed Department can be contacted at 208-382-7199.

By: 
Applicant

By: _____
Valley County Weed Control

Date: 11-21-22

Date: _____

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

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

- ❖ An impact report shall be required for all proposed Conditional Uses.
- ❖ Answer all questions. Mark N/A if the question is not applicable to your application.
- ❖ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:
 1. Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, build-out, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.

THIS IS A ONE LOT SUBDIVISION. LOT 1 WILL BE APPROX 2.15 ACRES AND WILL HAVE ONE SINGLE FAMILY RESIDENCE. TRAFFIC WILL BE CONSISTENT WITH SINGLE FAMILY RESIDENTIAL USE. THE REMAINDER PARCEL IS AN APPROX. 146 ACRE LOT, WITH A SINGLE FAMILY RESIDENCE THAT IS ACCESSED A MILE AWAY, OTHER THAN THAT THE PARCEL IS UNDEVELOPED.
 2. Provision for the mitigation of impacts on housing affordability.

THE PURPOSE OF THIS SUBDIVISION IS TO CREATE AN AFFORDABLE LOT (LOT 1) FOR A SINGLE FAMILY RESIDENCE TO BE CONSTRUCTED ON IT.
 3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

NOISE AND VIBRATION LEVELS WILL BE CONSISTENT WITH THOSE GENERATED BY A SINGLE FAMILY RESIDENCE, BOTH DURING CONSTRUCTION AND AFTER.
 4. Heat and glare that exist and that might be introduced from all possible sources such as autos in parking areas, outdoor lights, water or glass surfaces, buildings or outdoor activities.

HEAT AND GLARE LEVELS WILL BE CONSISTENT WITH THOSE GENERATED BY A SINGLE FAMILY RESIDENTIAL USE, BOTH DURING CONSTRUCTION AND AFTER.
 5. Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

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

POTABLE WATER WILL BE PROVIDED TO LOT 1 BY AN INDIVIDUAL WELL. SURFACE WATER IS RETAINED ON LOT 1 BY EXISTING SOIL TYPE, VEGETATION AND TOPOGRAPHY.

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

NONE.

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

LOT 1 IS A LARGE MEADOW AND IS NOT NEAR ANY WETLANDS. SITE DISTURBANCE ON LOT 1 WILL BE TYPICAL OF THAT ASSOCIATED WITH CONSTRUCTION OF A SINGLE FAMILY RESIDENCE.

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

STANDARD BMPs WILL BE EMPLOYED DURING CONSTRUCTION OF THE SINGLE FAMILY RESIDENCE TO ASSURE THAT EXISTING SURFACE WATER DRAINAGE FEATURES ARE PRESERVED.

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

THE SOIL AND TOPOGRAPHY DO NOT PRESENT ANY UNIQUE CHALLENGES ASSOCIATED WITH CONSTRUCTION OF A SINGLE FAMILY RESIDENCE AND ACCESS EASEMENT ON LOT 1.

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

SITE GRADING WILL BE CONSISTENT WITH THAT TYPICALLY ASSOCIATED WITH THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE ON REASONABLY FLAT TERRAIN.

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

IT IS ANTICIPATED THAT THE RESIDENCE PLANNED FOR LOT 1 WILL BE LANDSCAPED WITH A NATIVE LANDSCAPE. CUTS AND FILLS WILL NOT BE AN ISSUE.

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

THE PROPOSED LOT IS CONSISTENT IN SIZE AND PROPOSED LAND USE WITH THE SURROUNDING RESIDENTIAL USES.

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

THE CONSTRUCTION OF A RESIDENCE ON LOT 1 WILL INCREASE PROPERTY TAX REVENUES.

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

NO ADDITIONAL PUBLIC SERVICES OR FACILITIES WILL BE REQUIRED.

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

N/A

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

N/A

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

N/A

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

ONE SINGLE FAMILY RESIDENCE AND ASSOCIATED OUTBUILDINGS ON LOT 1.

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

IT IS ANTICIPATED THAT A BUILDING PERMIT FOR A SINGLE FAMILY RESIDENCE ON LOT 1 WILL BE APPLIED FOR IN 2023.

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

N/A

Property Tax Exemption

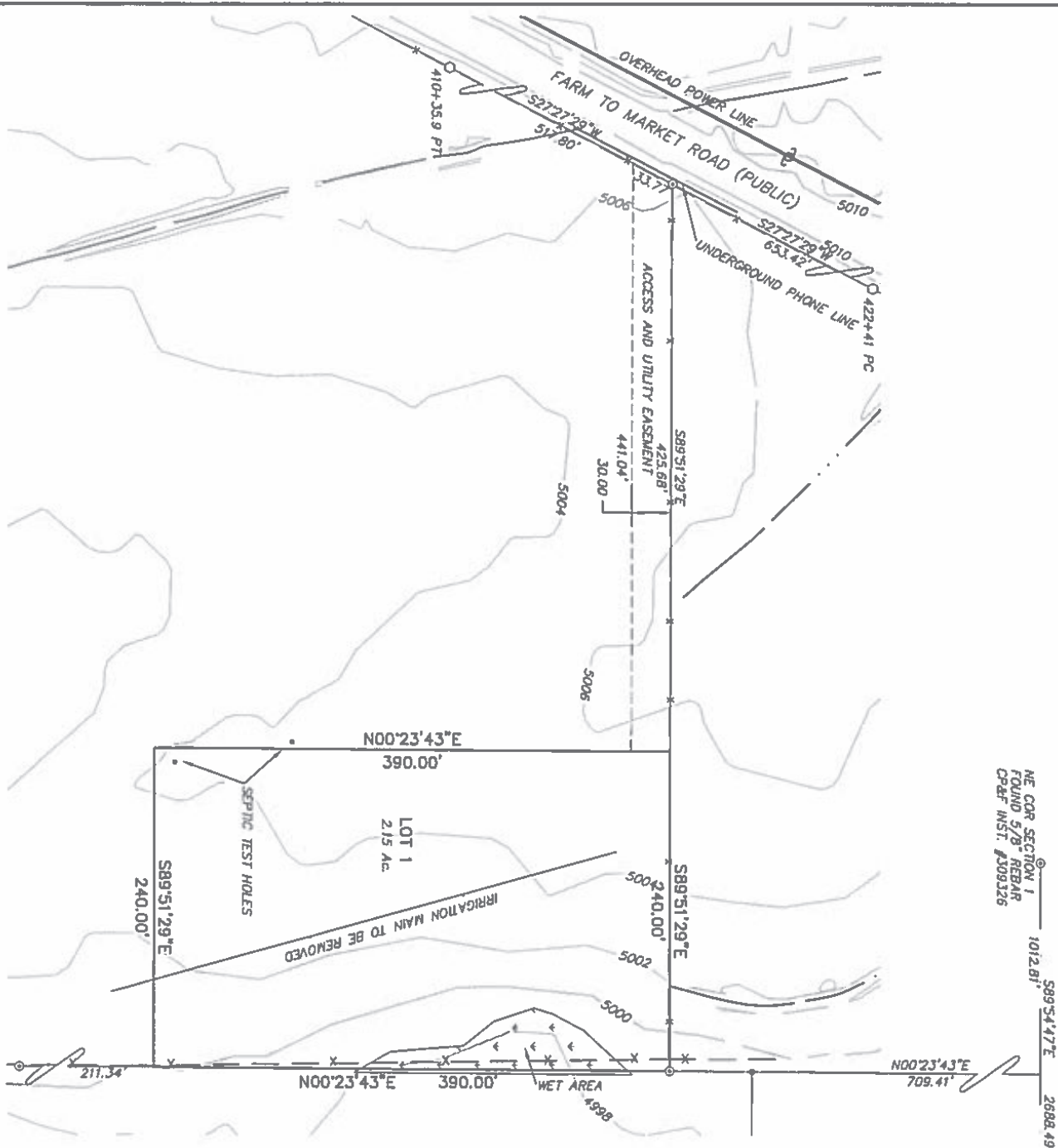
New and expanding business may qualify for a property tax exemption for up to 5 years by meeting the qualifications in accordance with Idaho Code§ 63-602NN

Application must be filed with the Valley County Assessor's office before construction begins.

Protocols for qualifying property exemption in Valley County, Idaho:

- Application must be received prior to the start of construction (ex. Building Permits, excavation)
- Term of exemption, not to exceed 5 years, will be up to the discretion of the Valley County Board of Commissioners
- Retail sales business do not qualify
- Multi use may qualify excluding retail sale area
- Housing
 - Multi-family housing must have 5 units or more per structure.
 - Multi-Family housing units may qualify if more than one structure is built totaling 5 or more units
 - For local housing only (workforce)
 - Short term rentals not allowed
 - Units cannot be individually sold (e.g., no condominiums)
- Remodel and/or additions to existing businesses
 - Only the area of remodel/addition may qualify for exemption
 - Retail sales additions/remodel will not qualify

For further information regarding the 63-602NN application process and instructions, please contact the Valley County Assessor's office at 208-382-7126.



NE COR SECTION 1
FOUND 5/8" REBAR
CR&F INST. #109326

N 1/4 COR SEC. 1
FOUND 5/8" REBAR
CR&F INST. #203332

DEVELOPMENT DATA
PROPERTY AREA 2.15 AC.
PUBLIC ROAD AREA 0.0 AC.
AREA IN LOTS 2.15 AC.

NOTES:
1. NORTH PASTURE SUBDIVISION IS LOCATED IN:
GOVERNMENT LOT 4 SECTION 1
T.17N., R.3E., B.1M.
VALLEY COUNTY, IDAHO

2. THE SUBDIVISION IS:
ONE TRUST
P.O. BOX 2069
MCCALL, ID 83638

3. LAND SURVEYOR AND ENGINEER:
SECESH ENGINEERING, INC.
P.O. BOX 70
MCCALL, ID 83638

4. UTILITIES ARE INSTALLED ALONG FARM TO MARKET ROAD.
POWER AND PHONE WILL BE INSTALLED IN LOT 1 USING
THE ACCESS AND UTILITY EASEMENT SHOWN.

5. SETBACKS ARE PER VALLEY COUNTY STANDARDS.

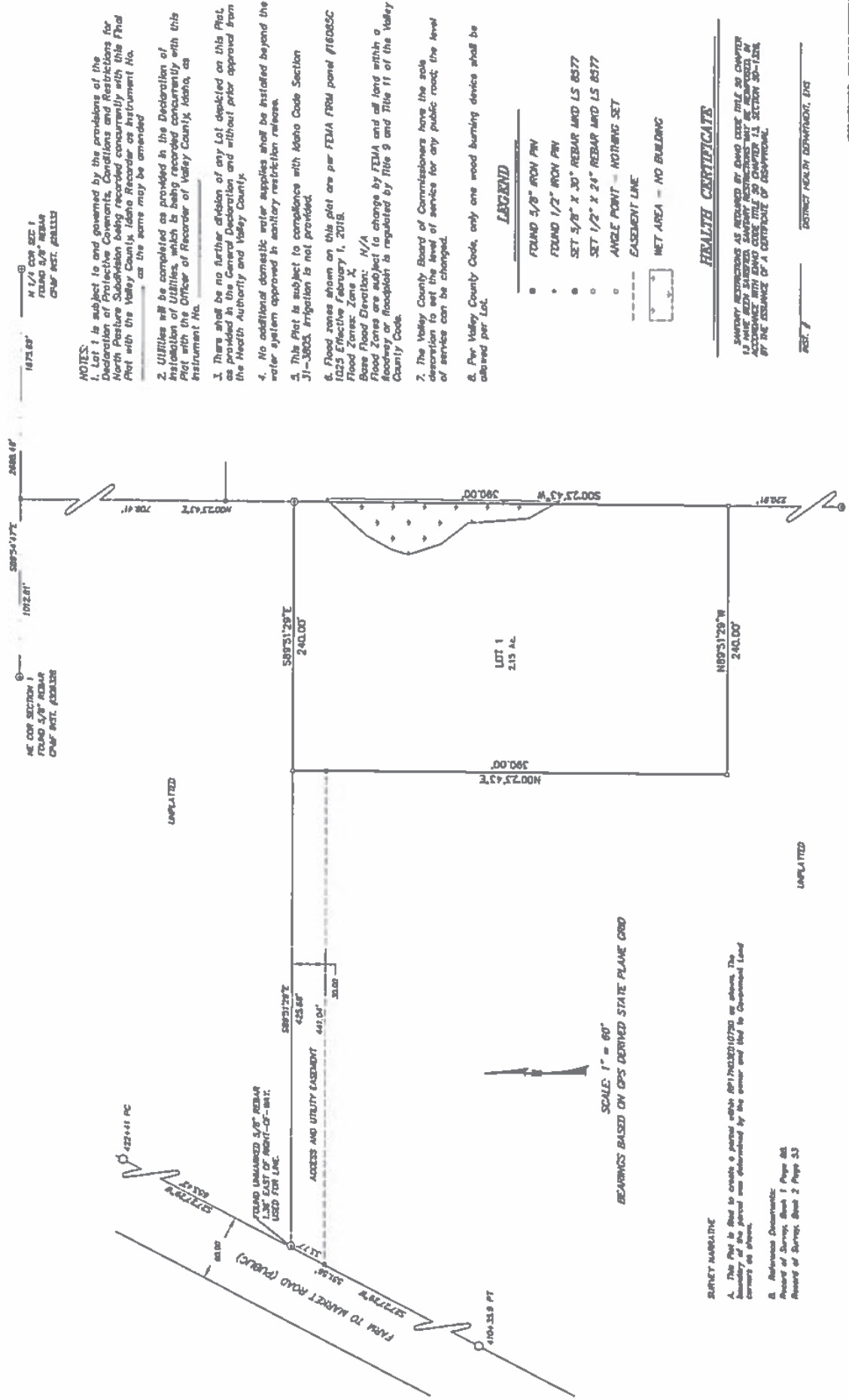
LEGEND

- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- x- EXISTING FENCE
- WET AREA - NO BUILDING

SCALE: 1" = 80 FEET
BEARINGS BASED ON
GPS DERIVED STATE
PLANE GRID

NORTH PASTURE SUBDIVISION

Located in the Government Lot 4 Section 1 T.17N., R.3E., B.M.
Valley County, Idaho



- NOTES:**
1. Lot 1 is subject to and governed by the provisions of the Declaration of Protective Covenants, Conditions and Restrictions for North Pasture Subdivision being recorded concurrently with this Plat with the Valley County, Idaho Recorder as Instrument No. _____ as the same may be amended.
 2. Utilities will be completed as provided in the Declaration of Installation of Utilities, which is being recorded concurrently with this Plat with the Office of Recorder of Valley County, Idaho, as Instrument No. _____.
 3. There shall be no further division of any Lot depicted on this Plat as provided in the General Declaration and without prior approval from the Health Authority and Valley County.
 4. No additional domestic water supplies shall be installed beyond the water system approved in sanitary restriction release.
 5. This Plat is subject to compliance with Idaho Code Section 31-3803. Irrigation is not provided.
 6. Flood zones shown on this plot are per FEMA panel #16085C 1025 Effective February 1, 2018.
 7. Flood Zones are subject to change by FEMA and all land within a Flood Zone are subject to be regulated by Title 9 and Title 11 of the Valley County Code.
 8. 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.
 9. For Valley County Code, only one wood burning device shall be allowed per Lot.

LEGEND

•	FOUND 5/8" IRON PIN
•	FOUND 1/2" IRON PIN
•	SET 5/8" X 30" REBAR AND LS 8577
•	SET 1/2" X 24" REBAR AND LS 8577
•	ANGLE POINT - NOTHING SET
---	EASEMENT LINE
[Box]	NET AREA - NO BUILDING

HEALTH CERTIFICATE

SAFETY NARRATIVE AS REQUIRED BY SAND CODE TITLE 20 CHAPTER 13 HAVE BEEN REVIEWED. SAFETY INSTRUCTIONS MAY BE REPRODUCED IN ACCORDANCE WITH SAND CODE TITLE 20 CHAPTER 13, SECTION 20-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

RECEIVED _____ DISTRICT HEALTH DEPARTMENT, DHS

SAFETY NARRATIVE

- This Plat is filed to create a parcel within APN 17032210730 as shown. The boundary of the parcel was determined by the owner and filed in Original Land Corner's as shown.
- Reference Documents:
Record of Survey, Book 1 Page 88
Record of Survey, Book 2 Page 53

SEANASH ENGINEERING, INC.
McCall, Idaho

NORTH PASTURE SUBDIVISION

Located in the Government Lot 4 Section 1 T.17N., R.3E., B.M.
Valley County, Idaho

CERTIFICATE OF OWNER

A parcel of land situated in Government Lot 4 Section 1, T.17N., R.3E., B.M., more particularly described as follows:

COMMENCING at the north 1/4 corner of said Section 1; thence, along the north line of said Section 1;

A.) N.89°54'47"W., 1875.38 feet; thence, departing said section line,

B.) S.07°3'43"W., 708.41 feet to the POINT OF BEGINNING; thence, continuing

1.) S.07°3'43"W., 390.00 feet; thence,

2.) N.89°31'29"W., 240.00 feet; thence,

3.) N.07°3'43"E., 390.00 feet; thence,

4.) S.89°31'29"E., 240.00 feet to the POINT OF BEGINNING.

CONTAINING 2.15 Acres, more or less.

That it is the intention of the undersigned to and they do hereby include said land in this Plat.
In compliance with the disclosure requirements of Idaho Code §31-3805(2), irrigation water has not been provided for by the owner, and this lot shown on this plat shall not be subject to assessments by Boulder Meadows Irrigation District.

THE DRC TRUST, dated May 3, 2022

By: DAVID JOHN CAREY & TRUSTEE

ACKNOWLEDGMENT

STATE OF IDAHO,)
COUNTY OF VALLEY,) (ss.)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared DAVID JOHN CAREY & TRUSTEE known or identifying to me to be the Trustee under the DRC TRUST, dated May 3, 2022, and acknowledged to me that he executed the same as Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

NOTARY PUBLIC FOR IDAHO

Residing at: _____
My Commission Expires: _____

CERTIFICATE OF COUNTY SURVEYOR

I, GEORGE BOWERS, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

I, RALPH MULLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN



RALPH MULLER
IDAHO NO. 8577

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, FOR THE REQUIREMENTS OF LC 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

DATE
RP17N03E010750

SINCESE ENGINEERING, INC.

McCall, Idaho

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
NORTH PASTURE SUBDIVISION**

THIS DECLARATION is made by the DRC TRUST, dated May 3, 2022 (“**Declarant**”).

ARTICLE 1 - GENERAL

1.1 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is platted of record with the Valley County Office of Recorder as the North Pasture Subdivision (the “**Subdivision**”). The Subdivision is platted into a single Lot, identified as “Lot 1” on the subdivision plat (“**Lot 1**”).

1.2 Purpose of Declaration: This Declaration is executed and recorded to define certain duties, powers and rights of Owners.

1.3 Declaration: Declarant hereby declares that Lot 1 shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of Lot 1, and to enhance the value, desirability and attractiveness of Lot 1. The terms, covenants, conditions and restrictions set forth herein: (i) shall run with the land constituting Lot 1, and shall be binding upon all persons having or acquiring any right, title or interest in Lot 1 or any Lot, parcel or portion thereof; (ii) shall inure to the benefit of Lot 1 and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant’s successor in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest; and, (iv) may be enforced by Declarant, or by any Owner or such Owner’s successors in interest.

ARTICLE 2 - DEFINITIONS

2.1 Access and Utility Easement: That certain 30’ wide Access and Utility Easement depicted on the Plat, and defined and described in that certain Declaration of Access and Utility Easement filed of record with the Office of the County Recorder, Valley County, Idaho as Instrument No. _____. The “Owner of the Access and Utility Easement” shall be as defined in the Access and Utility Easement.

2.2 Accessory Building: A building subordinate to the use of the principal building on Lot 1.

2.3 Accessory Dwelling Units: An “Accessory Dwelling Unit” or “ADU” is a secondary living unit on Lot 1. An ADU contains its own kitchen, sleeping area, and bathroom facilities. ADUs can be attached or detached from the Residence.

2.4 Declarant: “Declarant” shall mean the DRC TRUST, and any Successor Declarant. See Section 4.2 below with regard to Successor Declarants.

2.5 Declaration: “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

2.6 Improvements: “Improvements” shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind, whether temporary or permanent.

2.7 Ordinance: “Ordinance” shall mean the Valley County Land Use and Development Ordinance (Title IX of the Valley County Code), as the same may be amended from time to time.

2.8 Owner: The term “Owner” shall refer to that person or entity or those persons or entities who hold the ownership interest Lot 1 as shown on the records in the Office of the County Recorder, Valley County, Idaho.

2.9 Person: “Person” shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

2.10 Plat: “Plat” shall mean the final plat of the Subdivision, filed of record with the Office of the County Recorder, Valley County, Idaho as Instrument No. _____.

2.11 Record, Recorded: “Record” and “Recorded” shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

2.12 Remainder Parcel: “Remainder Parcel” shall mean the remainder of the parcel of land from which Lot 1 was platted, and which is legally described at **Exhibit A**.

2.13 Residence: “Residence” shall mean the principal residence on Lot 1.

2.14 Structure: “Structure” shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 - LAND USES AND IMPROVEMENTS ON LOT 1

3.1 Land Use and Living Units: Lot 1 shall be used and occupied solely for single-family residential purposes. Lot 1 shall be subject to the following conditions and limitations:

A. Except as provided to the contrary in this Declaration, buildings and land uses which are allowed as “Permitted Uses” under the Ordinance shall be allowed to be constructed on Lot 1, including but not limited to a Residence, attached or detached garage, Accessory Dwelling Units and Accessory Buildings. The term “single-family residential” as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like, as well as commercial uses, except for “In-home businesses” as defined in Section 3.2 below.

The Declarant shall have the right to review and reasonably approve the construction of any Structure on Lot 1, which approval may be withheld in Declarant’s sole discretion if approval is requested for a structure in excess of a Residence, garage and single outbuilding. Additionally, the Declarant shall approve the location of any structure and the appearance of the exterior improvements, which approval shall be reasonably given.

B. The Owner of Lot 1 may rent or lease their Residence or any guest dwelling unit located on Lot 1; provided: (i) there shall be no rental for a period of 30 days or less; and, (ii) the Owner of Lot 1 shall assure that the renters/lessees are aware of this Declaration and shall incorporate this Declaration into any rental or lease agreement; and,

(iii) the Owner of Lot 1 shall be responsible for any violations by renters/lessees of any of the provisions of this Declaration.

C. No mobile homes shall be allowed on Lot 1, either temporarily or permanently.

D. All access driveways shall have an all-weather wearing surface and shall be constructed to assure proper drainage. The foregoing is not a requirement that driveways be paved.

E. Exterior lighting shall conform to the provisions of the Ordinance.

F. The maximum height of any building shall be in compliance with the Ordinance.

G. Completion of Construction: Regarding the construction of any structure on Lot 1, the Owner shall complete all exterior elements of the construction within two (2) years after the Commencement of Construction. "Commencement of Construction" for new buildings is defined as the pouring of footings and foundations. "Commencement of Construction" for all other Improvements is defined as the undertaking of any visible exterior work.

3.2 In Home Business(es) and Uses: "In home business(es)," as defined in the Ordinance, shall not be considered commercial use and shall be allowed. The parking of commercial vehicles or machinery on Lot 1 which are used by the Owner on Lot 1, or by the Owner in the conduct of a business activity conducted off-site by the Owner, shall not be considered a commercial use or activity so long as such vehicles or machinery are parked in an enclosed structure.

3.3 Storage of Building Materials: No building materials shall be stored on Lot 1 except temporarily during continuous construction of a building on Lot 1 or its alteration or improvement.

3.4 Animals: No animals, of any kind, except for household pets shall be raised, bred, or kept on any portion of Lot 1. Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of Lot 1 unless accompanied by and under the control of the Owner.

3.5 Drainage: There shall be no interference with the established drainage courses or irrigation ditches or canals over any portion of Lot 1. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time that road construction and installation of utility lines is completed by Declarant.

3.6 Utilities:

A. Telephone, Electrical: Electrical power and telephone service is available at Farm To Market Road. The Owner of Lot 1 shall have the sole and exclusive responsibility to bring such utilities from Farm To Market Road to Lot 1 through the Access and Utility Easement. All new electrical power lines, telephone lines and other utility service lines shall be underground from Farm to Market Road to the point of use on Lot 1. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water / Water Rights: Water shall be supplied by means of an individual well, installation and maintenance of which shall be the sole and exclusive responsibility of Owner of Lot 1. Declarant retains all right, title and interest in and to any and all other water rights associated with Lot 1, including but not limited to all surface water rights. No surface water rights are conveyed with or otherwise appurtenant to Lot 1.

C. Septic: Sewage disposal shall be supplied by means of an individual septic/drain field system, installation and maintenance of which shall be the sole and exclusive responsibility of Owner of Lot 1. Permits therefor shall be required from the Central District Health Department.

D. Solar Panels: Solar panels shall be allowed, for the generation of power for the Residence and/or buildings on Lot 1, in accordance with provisions of the Ordinance.

E. Propane/Oil Tanks: All propane, oil or other tanks shall be either placed underground or otherwise screened from neighboring property or North Pasture.

3.7 Refuse / Inoperative Vehicles: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, construction debris, scrap material or other refuse shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property. No inoperative motor vehicles or parts thereof shall be permitted to be parked on Lot 1 except during a period in which repairs of an otherwise operable vehicle are ongoing.

3.8 Further Subdivision: Further subdivision of Lot 1 is prohibited.

3.9 Noxious Weeds: If Lot 1 is disturbed as a result of grading or construction, it shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, the Lot 1 Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan or shall employ alternative measures approved by the Declarant.

3.10 Fire Hazard Mitigation: Lot 1 shall be maintained in accordance with the Wildland-Urban Interface Fire Code, as it now exists or may be subsequently modified.

3.11 Wood Burning Devices: There shall be a limit of one (1) wood burning device on Lot 1.

ARTICLE 4 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

4.1 Period of Declarant's Rights and Reservations: Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to Lot 1 until such date as there is no Declarant and there is no Successor Declarant pursuant to Section 4.2. The rights and reservations of Declarant reserved herein shall be deemed accepted and reserved in each conveyance of any portion of Lot 1, whether or not specifically stated therein. The rights and reservations of Declarant reserved herein shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's written consent, be modified, amended or rescinded. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment.

4.2 Successor Declarant:

A. Any purchaser or transferee of all of the Remainder Parcel, whether from the DRC TRUST or any other Owner of the Remainder Parcel, shall be deemed to be a

Successor Declarant. No Notice shall be required to be recorded to designate a Successor Declarant upon the transfer of the entirety of the Remainder Parcel.

B. A purchaser or transferee of a portion of the Remainder Parcel who is designated in a written Notice recorded with the Office of Recorder of Valley County, Idaho by the prior Declarant as a Successor Declarant shall be a Successor Declarant. The ability to designate a Successor Declarant shall lapse if no such Notice is recorded with the Valley County, Idaho Recorder, and at least 5 years have expired after the transfer of less than all of the Remainder Parcel.

C. At any time that there is no Successor Declarant pursuant to Sections 4.2(A) or (B) above, the Successor Declarant shall be David John Carey II so long as he is living. If there is no Successor Declarant pursuant to Sections 4.2(A) or (B) above, and David John Carey II is not then living, then Declarant's rights under this agreement shall terminate.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Binding Effect: The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable servitudes for the protection and benefit of Lot 1 and of the owners thereof and for the benefit of the Remainder Parcel. Each grantee of a conveyance, by accepting a deed or contract of sale, accepts such subject to the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

5.2 Enforcement: The provisions of this Declaration may be enforced by Declarant, by a Successor Declarant, or by any Lot Owner. If Declarant's rights have terminated pursuant to Section 4.2(C) above, then the provisions of this Declaration may be enforced by the Owner of the Access and Utility Easement. The prevailing party in any such enforcement action shall be entitled to recover his/her fees under Section 5.7.

5.3 Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

5.5 Amendment of Declaration:

A. Any amendment to, or termination of, this Declaration shall require the approval of the Owner of Lot 1, and the approval of Declarant for the period specified in Section 4.1 above. If Declarant's rights have terminated pursuant to Section 4.2(C) above, then the approval of the Owner of the Access and Utility Easement shall be required for any amendment or termination of this Declaration.

B. None of the rights or reservations granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor as identified in Section 4.2 above, which consent may be withheld by Declarant for any reason whatsoever.

5.6 Remedies Cumulative: Each remedy provided under this Declaration is cumulative and not exclusive.

5.7 Costs and Attorneys Fees: In any action or proceeding under this Declaration, the party which seeks to enforce this Declaration and prevails shall be entitled to recover its costs and

expenses in connection therewith, including reasonable attorneys fees and expert witness fees. "Action or Proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

5.8 Limitation of Liability: The Declarant and any Owner, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

5.9 Governing Law: This Declaration shall be construed and governed under the laws of the State of Idaho. Venue for any dispute regarding the provisions of this declaration shall be Valley County, Idaho.

5.10 Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

5.11 Number and Gender: Unless the context requires a contrary construction, as used in this Declaration, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

5.12 Captions for Content: The titles, headings and captions used in this Declaration are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date written by his signature below.

THE DRC TRUST, dated May 3, 2022

By: _____ Date: _____
DAVID JOHN CAREY II, Trustee

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

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared DAVID JOHN CAREY II, known or identified to me to be the Trustee under the DRC TRUST, dated May 3, 2022, and acknowledged to me that he executed the same as Trustee of said Trust.

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
My Commission Expires: _____

EXHIBIT A
Legal Description of Remainder Parcel

**DECLARATION OF INSTALLATION OF UTILITIES
FOR NORTH PASTURE SUBDIVISION
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by the DRC TRUST, dated May 3, 2022, who is the owner of certain lands located in Valley County, Idaho, which are platted as North Pasture Subdivision.

WHEREAS, the DRC TRUST, did, on the ____ day of _____, 20____, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for North Pasture Subdivision (hereinafter "Final Plat"). The property which is the subject of the Final Plat is platted into a single Lot, identified as "Lot 1" on the Final Plat ("Lot 1").

WHEREAS, the DRC TRUST is the current owner of Lot 1.

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed on Lot 1, and the individual with responsibility for construction of such utilities.

NOW, THEREFORE, David John Carey II, Trustee of the DRC TRUST, hereby states and declares as follows:

1. **Sewage Disposal:** Sewage disposal shall be supplied by means of an individual septic/drain field system, installation and maintenance of which shall be the sole and exclusive responsibility of Owner of Lot 1. Permits therefor shall be required from the Central District Health Department.

2. **Potable Water:** Water shall be supplied by means of an individual well, installation and maintenance of which shall be the sole and exclusive responsibility of the Owner of Lot 1.

3. **Telephone, Electrical:** Electrical power and telephone service is available at Farm To Market Road. The Owner of Lot 1 shall have the sole and exclusive responsibility to bring such utilities from Farm To Market Road to Lot 1 on the 30' Access and Utility Easement shown on the Plat, which easement provides for access and the placement of utilities from Farm to Market Road to Lot 1. All new electrical power lines, telephone lines and other utility service lines shall be underground from Farm To Market Road to the point of use on Lot 1. The Owner of Lot 1 must bury conduit for fiber optics at the time of installation of underground utilities.

4. **Responsibility for Construction:** Responsibility for the construction and installation of the aforesaid utilities, together with all costs related thereto, shall be the sole and exclusive responsibility of the Owner of Lot 1. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

IN WITNESS WHEREOF, the undersigned owner of the said North Pasture Subdivision (aka Lot 1), has executed this Declaration the day and year written by his signature below.

THE DRC TRUST, dated May 3, 2022

By: _____ Date: _____
DAVID JOHN CAREY II, Trustee

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

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared DAVID JOHN CAREY II, known or identified to me to be the Trustee under the DRC TRUST, dated May 3, 2022, and acknowledged to me that he executed the same as Trustee of said Trust.

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
My Commission Expires: _____

DECLARATION OF ACCESS AND UTILITY EASEMENT COVENANT

THIS DECLARATION OF ACCESS AND UTILITY EASEMENT COVENANT is made by the DRC TRUST, dated May 3, 2022 ("**Declarant**").

ARTICLE 1 - GENERAL

1.1 Property Affected: Declarant owns certain real property in Valley County Idaho, which is described as follows:

Lot 1, North Pasture Subdivision, Valley County, Idaho, as the same is shown on the official plat thereof, on file in the Valley County Recorder's Office ("**Lot 1**"); and,

That certain real property which is the subject of the 30' Access and Utility Easement depicted on the Plat for North Pasture Subdivision, the legal description of which is described at **Exhibit A** attached hereto ("**Access and Utility Easement**").

The Access and Utility Easement runs from Farm To Market Road to Lot 1. Declarant desires to reserve an easement for access and for the placement of utilities for the benefit of Lot 1 within the Access and Utility Easement.

1.2 Declaration: Declarant hereby declares and covenants that Lot 1 and the Access and Utility Easement are and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance and improvement of Lot 1 and the Access and Utility Easement. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting Lot 1 and the Access and Utility Easement, and shall be binding upon all persons having or acquiring any right, title or interest in Lot 1 and the Access and Utility Easement or any portion thereof; (ii) shall inure to the benefit of Lot 1 and the Access and Utility Easement; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest, and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, and by any Owner or such Owner's successors in interest.

ARTICLE 2 - DEFINITIONS

2.1 Owner: The term "**Owner**" shall refer to that person or entity or those persons or entities who hold the ownership interest in Lot 1 or in the Access and Utility Easement, or both, as shown on the records of the County Recorder, Valley County, Idaho.

ARTICLE 3 - EASEMENTS

3.1 Access and Utility Easement benefiting Lot 1:

1. Access and Utility Easement. A permanent, irrevocable, non-exclusive easement is reserved for the benefit of Lot 1, for ingress and egress to access Lot 1, and for the installation, maintenance and repair of underground utilities to benefit Lot 1.

2. Conditions of Access and Utility Easement.

- a. The Access and Utility Easement is described as a non-exclusive easement because the Access and Utility Easement will be used by Declarant, and Declarant's licensees, guests, invitees, successors and assigns, and by other persons to whom Declarant may elect to grant rights of use in the Access and Utility Easement.
- b. The purpose of the Access and Utility Easement is to provide access and utilities to Lot 1 from Farm to Market Road.
- c. The Access and Utility Easement may be used to provide ingress to and egress for single-family residential use on Lot 1. The term "single-family residential" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like, as well as commercial uses, except for "in-home businesses" as defined in the Valley County Land Use and Development Ordinance. The Access and Utility Easement may not be used to access Lot 1 for the rental of any residence or portion thereof located on Lot 1 for a period of 30 days or less.
- d. The driving surface shall be constructed by the Owner of Lot 1, with prior approval as to width and location and driving surface from the Owner of the Access and Utility Easement. Once constructed, no modifications to the width, location or driving surface may be made without prior approval of the Owner of the Access and Utility Easement.
- e. The owner of Lot 1 shall maintain the driving surface located within the Access and Utility Easement at the sole cost of the Owner of Lot 1. If Declarant grants additional rights of use in the Access and Utility Easement, such additional users shall share in the cost of maintenance and repair accordingly.
- f. The owner of Lot 1 or the Owner of the Access and Utility Easement may construct a fence within the Access and Utility Easement; provided, that the prior approval of the Owner of the Access and Utility Easement shall be required, and who shall have sole discretion as to the materials used, style of the fence, and location. Notwithstanding the foregoing, the placement of a fence shall not negatively impact the use of the Access and Utility Easement by the Owner of Lot 1 as provided in this Declaration.
- g. Underground utilities may be placed in the Access and Utility Easement, including but not limited to electrical power and cable. The Owner of Lot 1 shall have the right to enter onto the Access and Utility Easement to install, repair, replace and maintain such utilities, with the exact location of such utilities to be approved in writing by the Owner of Access and Utility Easement. If the Access and Utility Easement is damaged or harmed in any way upon performance by the Owner of Lot 1 of any of the aforesaid activities, the Owner of Lot 1 shall cause such property to be repaired and restored to a condition generally equal to that existing before such activity was commenced.
- h. The Owner of Lot 1 shall indemnify and hold the Owner of the Access and Utility Easement harmless regarding, and waive as to the Owner of the Access and Utility Easement, any claims of any kind for damages, fees, costs, or relief of any kind whatsoever stemming from or related in any way to use of the Access and Utility Easement by the Owner of Lot 1 or their guests, invitees, or agents.
- i. Neither the Owner of Lot 1 nor the Owner of the Access and Utility Easement shall block or hinder use of Access and Utility Easement.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

4.1 Non-Waiver/Modification: The failure of a party to demand strict performance of or compliance with this Declaration or any provisions hereof at any time or under any set of circumstances will not be deemed a waiver by such party of its right to demand such performance and compliance at any other time or under any other circumstances. This Declaration may not be changed or modified orally. It may only be modified by a written instrument executed by the owners of Lot 1 and the Access and Utility Easement and recorded with the Valley County, Idaho Recorder.

4.2 Attorneys Fees: In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Declaration, then the prevailing party in such dispute shall be entitled to recover his/her attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date written by his signature below.

THE DRC TRUST, dated May 3, 2022

By: _____ Date: _____
DAVID JOHN CAREY II, Trustee

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

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared DAVID JOHN CAREY II, known or identified to me to be the Trustee under the DRC TRUST, dated May 3, 2022, and acknowledged to me that he executed the same as Trustee of said Trust.

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
My Commission Expires: _____

EXHIBIT A
Legal Description of Access and Utility Easement