January 30, 2023

Cynda Herrick
Director
Planning and Zoning
Valley County
PO Box 1350
Cascade, ID 83611

RE: Sands 55 Subdivision and CUP Request

Dear Ms. Herrick:

Lake Fork 55, LLC, the property owner, is submitting the "Sands 55 Subdivision" Plat and CUP application for review and approval. We are excited to propose a new project that will activate land that has sat fallow for many years due to several development hurdles and failed plans. While the site has constraints – setbacks, lack of services, access and other onsite conditions – we have spent the past year planning, designing, and preparing the project for submission to you and the County Commissioners.

The enclosed and attached materials are for a new subdivision and development project in Valley County. Below is a summary of the project, description of uses, development and construction phases, and a summary of the approvals and documents for consideration. Thank you in advance for your time and review of our project.

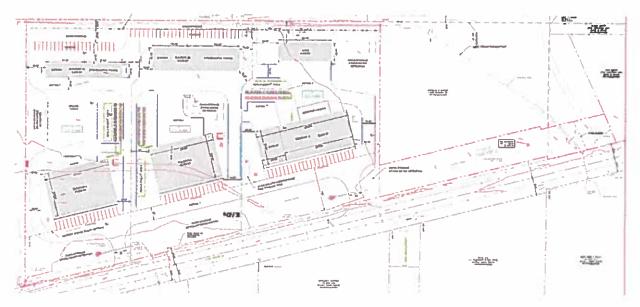
Project Summary

The subject property, consisting of 10.29 acres, is located approximately .3 miles to the north of the intersection of Highway 55 and Lake Fork Road and is in the Rural unincorporated zone of Valley County (Parcel No. RP17N03E033995). The property is vacant and unimproved. Previous uses were agriculture and grazing. The property does not function as recreational as it is surrounded by commercial uses and bordered by Highway 55.



The neighboring uses are commercial and industrial with agriculture and a residence to the west. The property fronts Highway 55. A commercial/light industrial property home to FedEx and EZ Docking systems is south of the subject property. To the east is Coastline Equipment, Redline Recreational Toys, McCall Mattress, and Ferguson Plumbing Supply. In 2005, the property was approved for two commercial complexes and 16 storage units.

Lake Fork 55, LLC intends to subdivide the property into four lots, three of which make up the majority of the area and utilization due to the flagpole configuration. The lot numbers run numerically from south to north, Lots 1-4.



Access, Improvements, and Utilities

- Access: The lots have shared access off Highway 55. The Idaho Transportation Department ("ITD") has permitted two access points as shown on the draft plat.
- Interior common areas and drives allow for project and site circulation for vehicles and pedestrians.
- Septic: Lots 1-3 have individual septic systems based on the results from the monitoring wells and consultation with Central District Health.
- Stormwater: Stormwater is being retained onsite with retention basins that also serve as snow storage.
- Water: Each parcel will be individually served by wells for domestic water.
- Fire Suppression: The Fire District has approved a 30,000-gallon community holding tank for fire suppression system.
- Electrical: Electrical service is available from Idaho Power's transmission lines that traverse Highway 55.
- Data: Data and telecommunication service is available from the property to the south.
- Irrigation: Lake Fork Irrigation District has been consulted and no changes will be made to its system.

- Fencing may be used to enclose certain areas of the site that require security, for example the area where the shed is on Lot 3.
- Landscaping and Surfacing: Landscaping has been added around the buildings, along Highway
 55, and within certain areas of each lot. The natural grasses, gravel surfacing, and asphalt will reduce dust transmission.
- Noise and Emissions: Noise and emissions will be consistent with the use. The current proposed uses will not produce abnormal or excessive noise or emission from a commercial or light industrial business.

Parcel and Building Uses

As mentioned above, the neighboring uses are commercial and industrial. Thus, the proposed uses are complimentary to the existing uses and can serve other businesses in the area. The anticipated primary uses and requested approvals are for Commercial Area Business and Light Industrial. All lot setbacks, building heights, and minimum lot area are within the development standards for Commercial Area Business and Light Industrial. The residential / workforce housing is a secondary use and benefit to the project. The lot setbacks, building heights, and minimum lot area are met with the residential design.

Lot 1 (3.27 acres) is currently under contract for sale to a water sport company. That owner has designed a 15,000-sf pre-engineered metal building that will be owner occupied (not Lake Fork 55, LLC). There is a second building at the rear of the lot intended to be two-story with employee or "workforce" housing within two apartments on the second floor (3,450-sf) and first floor garages (5,250-sf). The future owner operates a water sport retail and maintenance company in Boise. He plans on using the buildings to house, winterize, and maintain his customer's watercraft. He does not plan to rent storage space to the public but offer the service to customers who have watercraft in Valley County.

Lot 2 (3.01 acres) is a conceptual design without a user. Lake Fork 55, LLC has designed the lot around a 15,000-sf building at the front of the lot and a rear building that has a residential component on the second floor (5,000-sf) and garages on the first floor (10,000-sf). Lake Fork 55, LLC anticipates that the future use of the space will be consistent with the area and subdivision, including light industrial or commercial.

Lot 3 (3.11 acres) is designed for a 17,200-sf pre-engineered metal building. Lake Fork 55, LLC intends to lease 12,800 sf of the building to an irrigation and plumbing supply company. The remaining space is vacant and will be offered for lease. At the rear of the lot is a three-sided shed (4,800-sf) that will be used to store supplies for the irrigation and plumbing supply company.

Lot 4 (0.87 acres) is a thin frontage lot entirely encumbered by the 100-foot setback from Highway 55. It is currently not planned to be improved or used. It is encumbered by an access easement for the benefit of the residential neighbors to the west. There is no current plan to change or improve Lot 4.

Project Phases

Lake Fork 55, LLC is submitting this application for the platting of the "Sands 55 Subdivision" and associated CUP approval of the improvements and uses discussed herein.

The future owner of Lot 1 intends to begin construction as soon as approvals and permitting are obtained from the County. Ideally, this happens so as to allow for construction this summer and being

substantially complete by the winter of 2023. The owner has indicated that he may phase his project with the frontage building first, then build the rear building.

The lessee of Lot 3 is ready to take occupancy as soon as possible. Thus, Lot 3 will be pushing for an immediate commencement of construction. If by May / June approvals and permitting have been complete, Lake Fork 55, LLC anticipates it can have the project substantially complete by the end of 2023.

The following is the estimated construction timeline:

Phase I (Plat and Lots 1 and 4 improvements):

- January Subdivision and CUP application
- February / March Noticing, County review and revisions
- March / April approval of preliminary plat and CUP application
- April building permits are submitted, buyout / contracting for plat improvements
- May / June begin improvements for plat
- May / June receive building permits (Lots 1 and 3)
- July / August final recorded plat
- June December construction and CO

Phase II (development of Lot 2):

TBD

Additional CUP Submittal Information and Documents

The civil engineering drawings addressing the site grading, stormwater management and project best management practices is in the process of being completed and will be sent to the Valley County Engineer and Planning and Zoning staff for their review and approval.

The CUP application requests a variance for the submittal of a Wildland Urban Fire Protection Plan because the project site is a flat grassed, treeless site bordered by Highway 55 to the east. The adjacent properties north and west to project site are pastureland. The commercial property to the south is constructed and surrounded by a gravel driveway.

The Army Corps of Engineers approved wetland jurisdictional determination letter is attached. The jurisdictional determination found that the project area does not have Waters of the United States (Wetlands).

The following documents are included in this package:

- CUP Application
- Preliminary Plat
- Architectural and Conceptual Plans
- Civil Engineering Plans (to be provided at a later date)
- Lighting Plan (to be provided at a later date)
- Landscaping Plans
- Topographical and Boundary Survey

- Master Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement for Lake Sands 55 Subdivision (Draft)
- Lake Fork Irrigation District Letter
- Geotechnical Report
- ITD Permits and Traffic Control Plan
- List of property owners within 300 feet of the property
- Deed (Proof of Ownership) and legal desciption
- Well logs of adjacent properties
- ACOE Wetland Jurisdictional Determination (JD) (Project area does not have jurisdictional wetlands)

Summary

As provided in the Valley County Comprehensive Plan, the property is being developed to meet the intent of Valley County, including, limited berms, retaining open space, onsite water treatment, underground utilities, and shared access points off Highway 55. Providing additional commercial and industrial developments will help facilitate the growth in Valley County and will shorten vehicle trips outside of the area. The proposed subdivision and use complies with all applicable ordinances and applicable state/federal regulations.

Additionally, the proposed program include a component of workforce housing / residential uses. Lots 1 and 2 both contemplate a residential component that will help with the lack of housing in Valley County. The proposed subdivision and use will not impede or contend with the normal development of surrounding property, but instead be complimentary to the commercial and industrial nature of surrounding businesses. Adequate public and private facilities will be provided for the site and the use will have little to no impacts on public resources.

We sincerely	appreciate you	r time and i	review c	of the applica	ition submittal.	Please contact me	at
ог		should	you hav	e any questi	ons.		

Respectfully,

Ryan Montoya

Manager

Lake Fork 55, LLC

SANDS 55 SUBDIVISION - LAKE FORK IDAHO







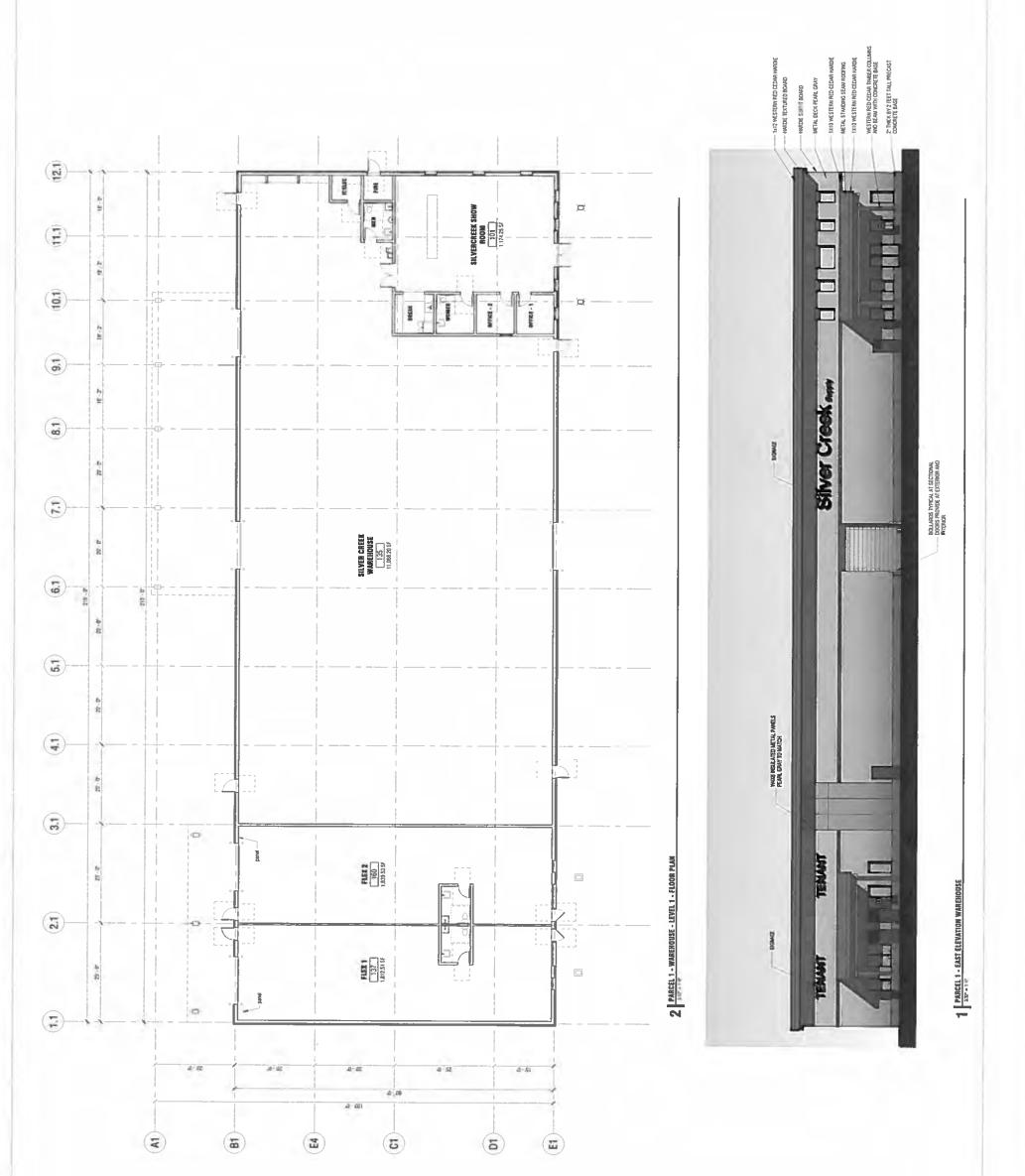
SITE PLAN

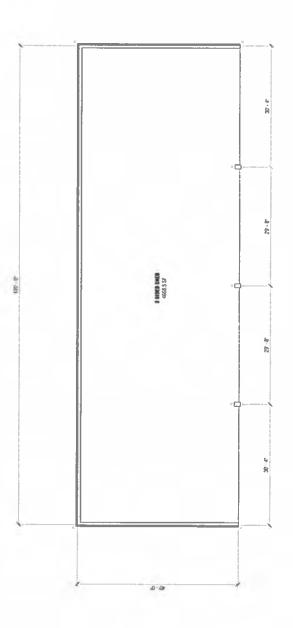
SANDS 55 SUBDIVISION BURDING LOTS AND SIZES - ZONED LIGHT INDUSTRIAL

LOT 3 - SILVER CREEK WAREHOUSE / FLEX

2 9				뗥	STA			88		STALL			GARA
2	DARD	સં સં સં	ķ	BUILDI	DARD	ਨੀ	ಹಹಹ	80X		DARID	22	ಕ ಕ ಕ	ABOVE
WAREHOU.	= 19 STANDARD STALLS = 2 ADA STALLS	- 13,200 - 4,000 - 17,200	= 4.800	AND REAR!	 37 STANDARD STALLS 4 ADA STALLS 	15,000	5.000 = 5.000 = 15,000	ARTIMENTS /	ER SPORTS	33 STANDARD STALLS4 ADA STALLS	- 15,000	= 5,250 = 3,450 = 8,700	ARTMENTS /
COLOR OF SERVICE CONTRACTOR OF SERVICES OF	PARKING	SILVERCREEK FLEX TOTAL	3 SIDED SHED	LOT 2 - WAREHOUSE AND REAR BUILDING	PARKING	WAREHOUSE	REAR BUILDING LEVEL 1 GARAGE LEVEL 2 APARTMENT TOTAL	-(4).1 BED 1 BATH APARTMENTS ABOVE GARAGES	LOT 1 - PRESTIGE WATER SPORTS	PARKING	WAREHOUSE	REAR BUILDING LEVEL 1 GARAGE LEVEL 2 APARTMENT TOTAL	*(2) 3 BED 2 BATH APARTMENTS ABOVE GARAGES



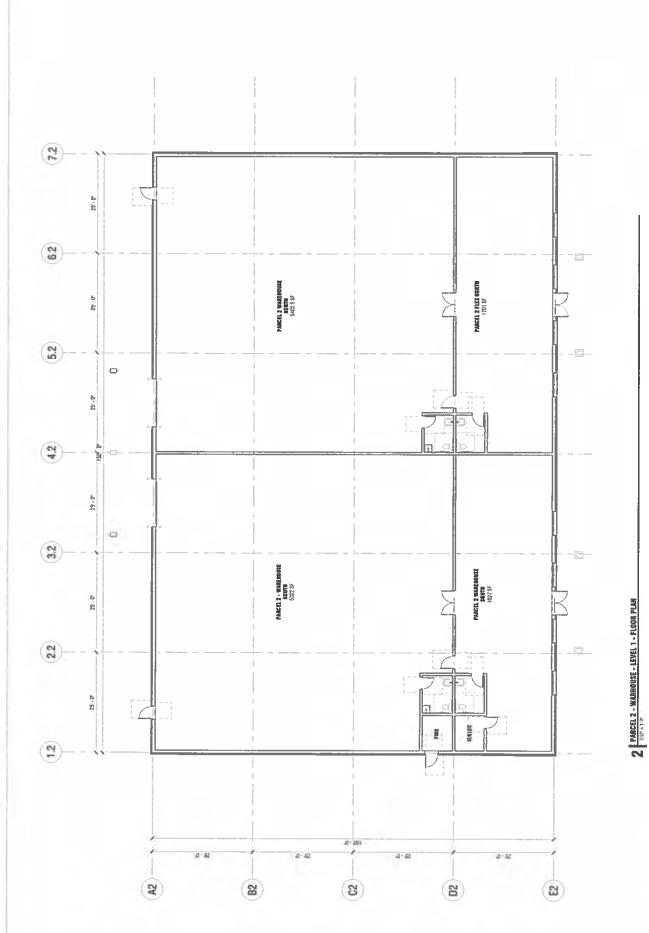


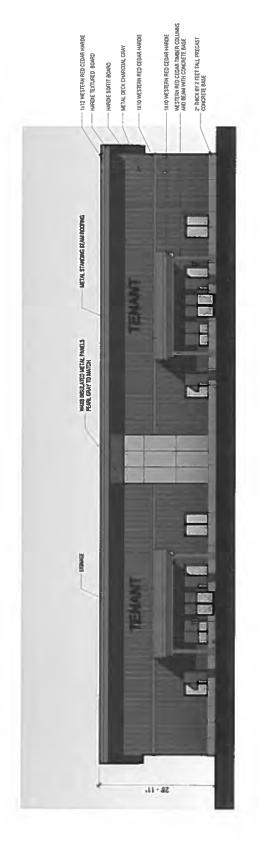




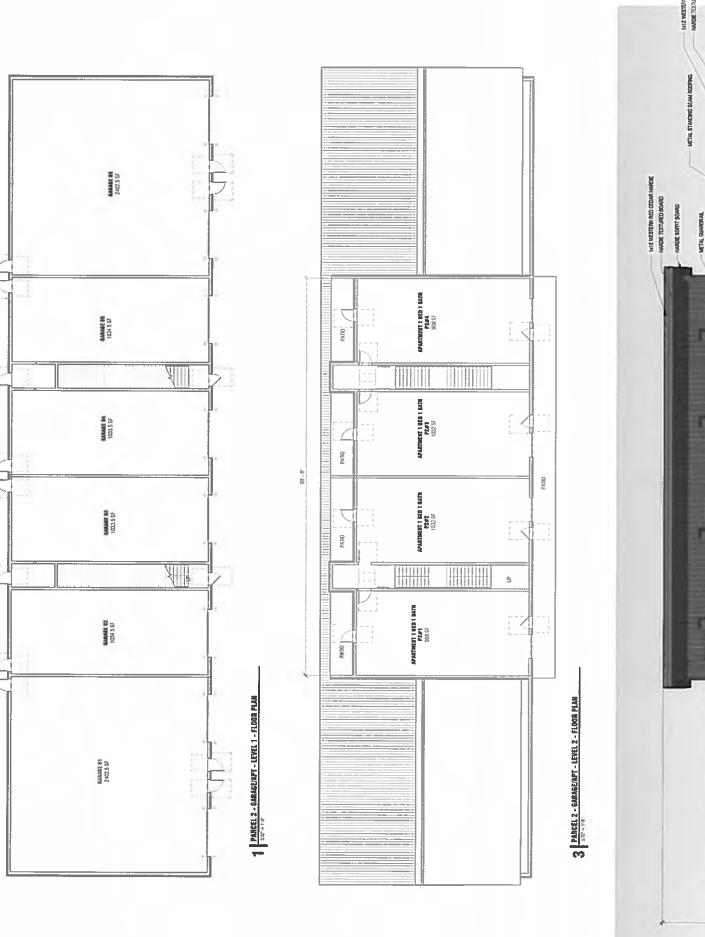
PARCEL 1 - STORAGE SHED - LEVEL 1 - FLOOR PLAN

2 PARCEL 1 - EAST ELEVATION STORAGE

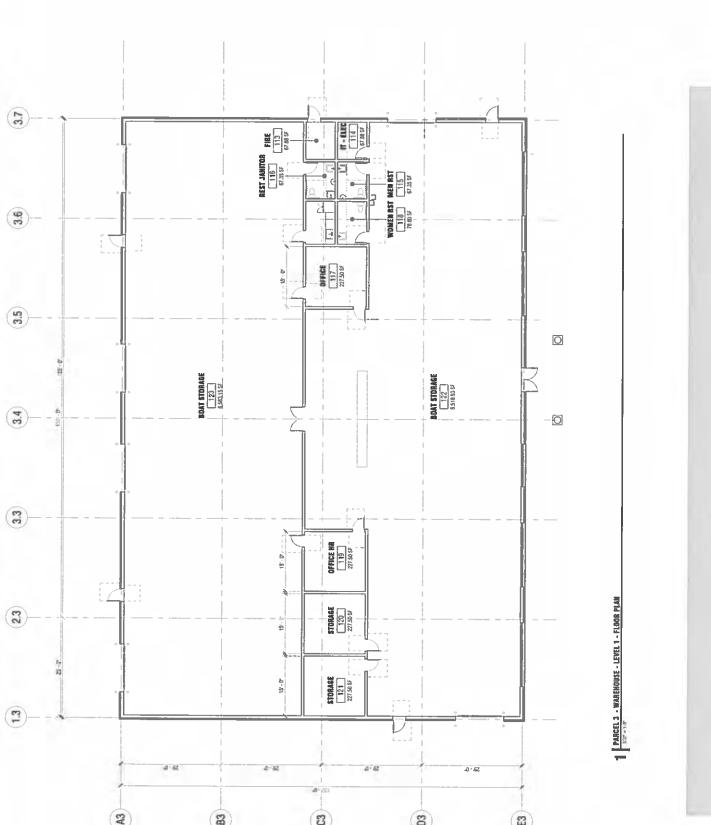


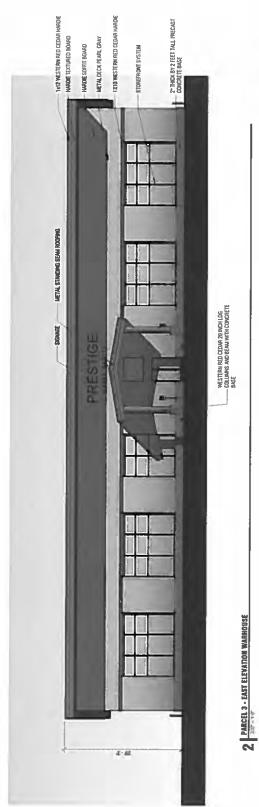


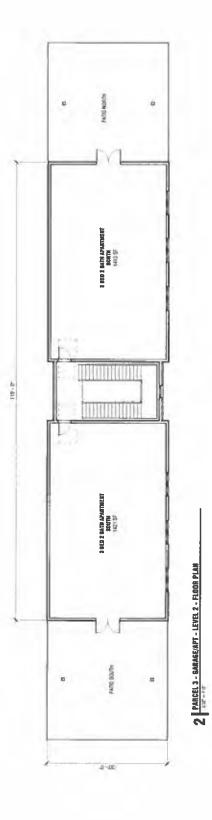
PARCEL 2 - EAST ELEVATION WAREHOUSE

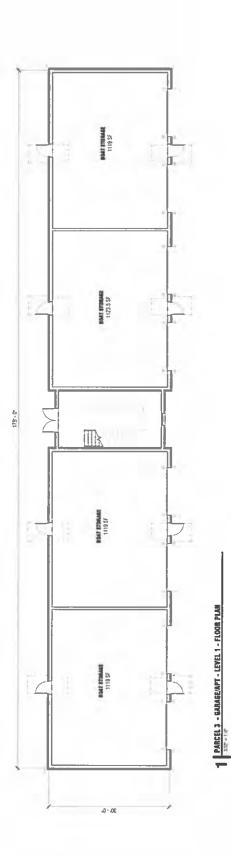


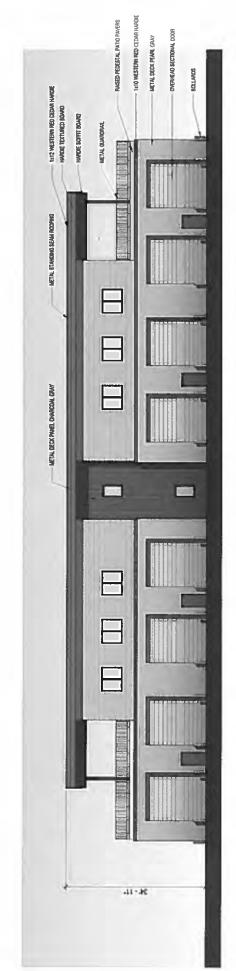
NETAL GUNDRAL 2 PARCEL 2 - EAST ELEVATION GARAGEAPT











CUP Application

Submittal List for Preliminary Plats

No	t a Complete List. Applications are site specific. See Title 10 of Valley County Code for Complete Details
	Neighborhood Meeting (Recommended)
	CUP/Preliminary Plat Application Form
	Preliminary Plat (VCC 10-3-2-3 Contents of Preliminary Plat)
	Notes on Face of Plat (not a complete list): Private Road Declaration (If private roads proposed.) Declaration of Installation of Utilities All lighting must be dark sky compliant. Only one wood burning device per lot. 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. Surrounding Land Uses Are Subject to Change
	 A plot plan, drawn to scale, showing: existing utilities, streets, easements, buildings, all watercourses, including ditches, high water elevation, & known Base Flood Elevations (BFE) any significant natural features (e.g., rock outcroppings, marshes, or wooded areas) wetland delineation (may be required) Soil profiles and water table data when property has potential for high groundwater location of existing and proposed sewers, water mains, culverts, drainpipes, and electric conduits or lines proposed to service the property to be subdivided, and the location of adjacent streets or existing structures that would affect the proposed improvement program, including pathways.
	[Commercial Subdivision] 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.
	[Prior to any Construction - Can be a condition of approval]. A site grading / storm water management plan 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.
	[Administrative Request] Existing site topography (contours with intervals of 5-ft or less)
	A phasing plan and construction timeline.
	A Wildland Urban Interface Fire Protection Plan (VCC 10-7)
	Draft CCRs may be included or may be submitted with final plat package.
	Well logs of wells located in surrounding contiguous property.
	A current title search report of the property from a licensed title company (1 copy only)
	Include written request of any variances (e.g., road width, length of cul-de-sac) and reasons why request is made.
	Names and mailing addresses of property owners within 300 feet of the property boundary. Information can be obtained through the Valley County GIS maps. (1 copy only)
	Ten (10) copies of the application and additional materials are required, unless otherwise specified. (3 Full size plats and 7 – 11"x17")
	One 8½ x 11" – 300 scale drawing of the proposed subdivision

Submittal List for Final Plats to PZ Commission

Transmittal Letter o Describing Request o Statement Final Plat Substantially Complies with approved Preliminary Plat o Description of Financial Guarantees that Will Be Put in Place o Implementation of Wildland Urban Interface Fire Protection Plan and/or Financial Guarantee
List of Conditions of Approval from recorded C.U.P. and how each has been completed.
Final Plat – VCC 10-3-3-2 3 copies 18", including signature page 10 copies of 11 x 17, including signature page Lot and Subdivision Closure Sheets Proposed road names Declaration of Private Road – Draft version Declaration of Utilities – Draft version CCRs if proposed – Draft Version. Include the following if relevant: Septic maintenance Long-term maintenance of Wildland Urban Interface Fire Protection Plan 1 wood-burning device per lot Dark-Sky lighting compliance Address posting on home and at driveway entrance Approved Site Grading/Storm Water Management from Valley County Engineer Wetland Delineation or Letter of Map Revision (if required) Floodplain Determination Note
Plat Process
Pre-Application Conference (Recommended): Put on Notice Concerning Sewer/Septic Challenges and other issues such as Hydrologist Report for Well Logs, Private Road Declaration, Declaration of Installation of Utilities, CCR's, Site Grading Plan, Topographic Map, Landscaping Plan, Lighting Plan, Fire Protection Plan (Fire Districts), Construction Plan, Central District Health Response (Must make application to CDHD.), Wetland Delineation, Idaho Power
Submit Application: Review within ten days to make sure the application is complete then set it on an agenda. Prepare the Staff Report for the public hearing.
Public Hearing: P&Z approves the conditional use permit and preliminary plat with conditions of approval.
Construction or Financial Guarantees : After CUP/preliminary plat approval and compliance with conditions of approval, the developer can start construction of the project. However, the developer may choose to financially guarantee the improvements prior to going to Board of County Commissioners.
Final Plat – P&Z Commission : Developer submits final plat information 30 days before public meeting bluelines, CCR's (if they have any), Private Road Declaration, etc. The final plat must substantially comply with the approved preliminary plat.
Final Plat – Board of County Commissioners: Two weeks before going to Board, developer submits everything on the attached list. Prior to approval by the Board of County Commissioners financial sureties must be in place. After approval of the Board, the plat can be

recorded.

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

	BE COMPLETED BY THE PLANNING AND ZONING DEPART E #	
	CEPTED BY	
	OSS REFERENCE FILE(S):	DATE 1-30-2023
		Commercial + Light industrial
	SHORT PLAT	+ Apartments + access lot
A	FULL PLAT	/
require	n an application has been submitted, it will be reviewed in crements. A hearing date will be scheduled <u>only</u> after an ap	plication has been accepted as complete.
Applic	cant's Signature:	Date: 01/27/2023
	ollowing must be completed and submitted with the confidence of the necessary require Subdivision Regulations.	
	A phasing plan and construction timeline.	
	One 8½ x 11" - 300 scale drawing of the proposed subd	ivision showing only the street names and lots.
	A plot plan, drawn to scale, showing existing utilities, stre	eets, easements, ditches, and buildings.
	A <u>landscaping plan</u> , drawn to scale, showing elements s Include a plant list, indicating the size, quantity, location, plant material to be used.	uch as trees, shrubs, ground covers, and vines. and name (both botanical and common) of all
	A site grading plan clearly showing the existing site topo practices for surface water management, siltation, sedim by grading, excavation, open cuts, side slopes, and othe	entation, and blowing of dirt and debris caused
	A <u>lighting plan</u> .	
	A Wildfire Mitigation Plan.	
	Names and mailing addresses of property owners within Information can be obtained through the Valley County C	300 feet of the property boundary. BIS maps. Only one list is required.
	Ten (10) copies of the application and additional mat	erials 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.

CONTACT INFORMATION

MAILING ADDRESS	PROPOSED SUBDIVISION NAME: Sands 35 Subdivision			
MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 EMAIL PROPERTY OWNER (if not the applicant) MAILING ADDRESS EMAIL Nature of Owner's Interest in this Development? Develop to sell and lease AGENT / REPRESENTATIVE Ryan Montoya MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 ZIP EMAIL ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 ZIP ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 Acres 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120 A AND 120 B TAX THE ALL IN WINN IN LESS INCHINATE OWNS 3 TITH RELEASE. 5. TAX PARCEL NUMBER(S) RP17N03E033995		PHONE		
PROPERTY OWNER (if not the applicant) MAILING ADDRESS ZIP EMAIL Nature of Owner's Interest in this Development? Develop to sell and lease AGENT / REPRESENTATIVE Ryan Montoya PHONE MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 ZIP EMAIL ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 ZIP EMAIL SURVEYOR Daniel Dunn MAILING ADDRESS ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER O Acres 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENOGE TAX NO. 120 A AND 120 B TAX 14 IS ALL IN WINN IN LESS HIGHWAY R OW \$3 1771 RISE 5. TAX PARCEL NUMBER(S) RP17N03E033995	·		ZIP	
MAILING ADDRESS ZIP EMAIL Nature of Owner's Interest in this Development? Develop to sell and lease AGENT / REPRESENTATIVE Ryan Montoya PHONE MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 ZIP EMAIL ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 ZIP EMAIL SURVEYOR Daniel Dunn MAILING ADDRESS ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 Acres 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120A AND 120B TAX THE ALL IN WINW IN LESS HIGHWAY R OW S 3 TIDN REE 5. TAX PARCEL NUMBER(S) RP17N03E033995	EMAIL			
Nature of Owner's Interest in this Development? Develop to sell and lease AGENT / REPRESENTATIVE Ryan Montoya PHONE MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 ZIP EMAIL PHONE SIP PHONE PHON	(if not the applicant)		ZIP	
AGENT / REPRESENTATIVE Ryan Montoya PHONE MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 ZIP EMAIL ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 ZIP EMAIL SURVEYOR Daniel Dunn MAILING ADDRESS ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 Acres 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120 A AND 120 B TAX HILL ALL IN WHIN IN LESS HIGHWAY R O.W S3 TITN R3E 5. TAX PARCEL NUMBER(S) RP17N03E033995	EMAIL			
MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703 EMAIL ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 EMAIL PHONE SURVEYOR Daniel Dunn MAILING ADDRESS ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 ACRES 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120 A AND 120 B TAX HIL ALL N. WHW. N. LESS HIGHWAY R O-W S3 1171N R3E 5. TAX PARCEL NUMBER(S) RP17N03E033995	Nature of Owner's Interest in this Development? Develop to sell and lea	se		
ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 EMAIL PHONE SURVEYOR Daniel Dunn MAILING ADDRESS ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER O Acres 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120 A AND 120 B TAX THE ANI IN WINN IN LESS HIGHWAY R O-W S3 T17N R3E 5. TAX PARCEL NUMBER(S) RP17N03E033995	AGENT / REPRESENTATIVE Ryan Montoya	PHONE _		
ENGINEER James Fronk Consulting, LLC - James Fronk MAILING ADDRESS P.O. Box 576, McCall, ID 83638 EMAIL PHONE SURVEYOR Daniel Dunn MAILING ADDRESS EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 ACRES 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120 A AND 120 B TAX 111 AU N WINW N LESS HIGHWAY R O.W \$3 T17N R3E 5. TAX PARCEL NUMBER(S) RP17N03E033995	MAILING ADDRESS 4688 N. Arrow Villa Way, Boise ID 83703		ZIP	
MAILING ADDRESS P.O. Box 576, McCall, ID 83638 ZIP EMAIL SURVEYOR Daniel Dunn MAILING ADDRESS ZIP EMAIL PHONE PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956 Acres 2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 0 Acres 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120 A AND 120 B TAX 111 AU N W NW N LESS HIGHWAY R O.W \$3 T17N R3E 5. TAX PARCEL NUMBER(S) RP17N03E033995	EMAIL	<u> </u>		
EMAIL SURVEYOR Daniel Dunn MAILING ADDRESS	ENGINEER James Fronk Consulting, LLC - James Fronk			
SURVEYOR Daniel Dunn MAILING ADDRESS	MAILING ADDRESS P.O. Box 576, McCall, ID 83638		ZIP	
SURVEYOR Daniel Dunn MAILING ADDRESS	EMAIL	PHONE		
PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956	SUBVEYOR Daniel Dunn			
PROPERTY INFORMATION 1. SIZE OF PROPERTY 10.2956	MAILING ADDDESS		ZIP	
1. SIZE OF PROPERTY 10.2956	EMAIL	PHONE 2		
2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION	PROPERTY INFORMATION			
2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION	1. SIZE OF PROPERTY 10.2956 Acres			
3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat. Easements		ER 0		Acres
Deed Restrictions Liens or encumbrances 4. LEGAL DESCRIPTION AMENDED TAX NO. 120-A AND 120 B TAX NO. 120 B TAX NO. 120-A AND	3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easemen	nts on plat.		_
4. LEGAL DESCRIPTION AMENDED TAX NO. 120-A AND 120 B TAX III AII N W NW N LESS HIGHWAY R O-W S3 T17N R3E 5. TAX PARCEL NUMBER(S) RP17N03E033995				
5. TAX PARCEL NUMBER(S) RP17N03E033995				
	4. LEGAL DESCRIPTIONAMENDED TAX NO. 120-A AND 120 B TAX AIL N W NW N L	ESS HIGHWAY R O-W S3 T17	N R3E	
Quarter Section 3 Township 17N Range R3E	5. TAX PARCEL NUMBER(S) RP17N03E033995			
	Quarter Section 3 Township 17N	Rai	nge R3E	

6.	EXISTING LAND USES AND STRUCTURES ON THE PROPERTY: The current land use is vacant and there are no structures.
7.	ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: None
8.	ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES: North Vacant, NW is residential on Ag land.
	South Industrial / Commercial Business - FedEx distribution center.
	East Industrial / Commercial Business - Redline Recreational Toys, McCall Matress, Ferguson Plumbing
	West Residential and Agriculture
9a.	TYPE OF TERRAIN: Mountainous □ Rolling □ Flat ☑ Timbered □
	DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes \(\text{No } \no \(\text{D} \)
9c.	DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: None
10a.	WATER COURSE: None
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 <u>EXISTING</u> ROADS: 0 Width Public □ Private □
	Are the <u>existing</u> road surfaces paved or graveled? Gravel □ Paved □
11b.	NUMBER OF PROPOSED ROADS: 0 Proposed width: Proposed width:
	Proposed road construction: Gravel □ Paved □
12a.	EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: Idaho Power traverses the property along Highway 55.
12b.	PROPOSED UTILITIES: Water, Idaho Power, Sparklight internet, septic, possibly propane
	Proposed utility easement width TBD Locations Idaho Power will provide design upon building requirements.

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? Depth 60 feet Flow 30GPM
15.	ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes \(\text{V} \) No \(\text{No} \) Are you proposing any alterations, improvements, extensions or new construction? Yes \(\text{No} \) \(\text{No} \) If yes, explain:
16.	DRAINAGE (Proposed method of on-site retention): Retention basins Any special drains? See civil (Please attach map) Soil type(s): See geotechnical report attached. (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? Yes 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 100 feet Sides 30 feet Rear 50 feet Mobile homes allowed? Yes No Minimum construction value NA Minimum square footage NA Completion of construction required within 15 Days Months Years Resubdivision permitted? Yes No Other
17.	
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)

	<u></u>				
	This			nts available to it no water rights availab	le to it.
ex su	laho Code 31-3805 states that xisting irrigation district or cana ubdivision plat or amendmer r county for the division of la	l compar I t to a su	ny, ditch associa I bdivision plat	ition, or like irrigation wa or any other plat or ma	ater deliver entity no ap recognized by the city
Α.	. The appropriate water rights or excluded from an irrigation	and asse	essment of thos y the owner; or	e water rights have bee	n transferred from said lands
B.	 The owner filing the subdivis division of land of undergrou more than one acre which we the irrigation entity with the a 	nd tile or II deliver	conduit for lots water to those it	of one acre or less or a	ap has provided for the suitable system for lots of ubdivision who are also within
	 For proposed subdivisior must approve such irriga 	s located tion syste	d within an area em.	of city impact, both city	and county zoning authorities
	For proposed subdivision approved by the Planning advice of the irrigation er	and Zor	ning Commissio	n and the Board of Cou	delivery system must be nty Commissioners with the nds (e.g., irrigation district).
ad- in	o better understand your irrigat dded. A list of the map requiren the delay of your request be our irrigation plan by the Boa	nents follo	ows the short queen Planning and 3	uestionnaire. Any miss Zoning Commission a	sing information may result
1.	Are you within an area of nego	tiated Ci	ity Impact?	Yes <u>X</u>	No
	What is the name of the irrigation: Lake Irrigation Di		ct/company and	drainage entities service	cing the property?
	Drainage:				
3.	How many acres is the proper	ty being	subdivided? 10	0.2956	
4.	What percentage of this prope	rty has w	vater? 100%		
5.	How many inches of water are	availabl	e to the property	? The applicant will use	wells for pressurized irrigation
6.	How is the land currently irriga	ted?	ø surface	□ sprinkler □ above ground pipe	irrigation well underground pipe
7.	How is the land to be irrigated	after it is	subdivided? 🗆	surface & sprinkler of above ground pipe	
8.	Describe how the head gate/p Irrigation canal runs across				d where ditches &/or pipes go. vn the west boundary line.
9.	Is there an irrigation easemer	t(s) on th	ne property?	v Yes □ No	

10. How do you plan to retain storm and excess water on each lot? Individual retention basins on each lot
Stormwater released difference with pre and post runoff rates.
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) The stormwater managment plan is attached to the civil drawings.
Irrigation Plan Map Requirements
The irrigation plan <u>must be on a scalable map</u> 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: Applicant will use project wells for pressure irrigation.
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 zonin commission and city council of your irrigation plan.
======================================
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 <u>bonded</u> and/or <u>installed</u> prior to the recording of the plat or building permit.
Signed: Date: 01/27/2023 /
Applicant Date: Strate Jane 1



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, coptaining control payious 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:		
Date: _	01/27/2023	Date:		

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

- An impact report shall be required for all proposed Conditional Uses.
- The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:
- 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, buildout, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic

The subdivision will have four parcels that will be accessed from Highway 55. Three of the four parcels are planned to have commercial / light industrial uses. The fourth parcet is a small narrow unbuildable lot that functions as the "staff" of a flag lot. The Lake Fork area around the intersection of Lake Fork Road and Highway 55 is predominantly commercial and light industrial land uses. The traffic charter will remain the same but a there will be a small increase in traffic volume.

As depicted on the attached plan, ITD has permitted two access points onto Highway 55. ITD is not requiring any modifications to Highway 55 beyond the entry locations that have been permitted.

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

The commercial / light industrial businesses will provide additional job opportunities to the community that will help expand employment opportunities and potential wage increases. The commercial / light industrial business located on Lot 1 and Lot 2 are proposing workforce/residential housing for their labor force and rentable apartments to the public if available at market rates. Additionally, the businesses that are planned to occupy the lots are to serve Valley County. The users are specifically locating to be a servicing agent of Valley County.

3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

Currently, the property sits vacant and unimproved. There are commercial and light industrial uses across the Highway and directly to the south. The proposed use and construction will be consistent with the neighboring businesses. There will be noise and vibration levels to construct the improvements and buildings on the property. Upon occupancy, the noise and vibration levels will be similar to surrounding commercial / light industrial uses. The proposed and anticipated uses of the buildings will be warehouse style where most activity will occur inside the warehouses. There are areas located in the rear yards of the businesses that will house other materials to keep out of the open areas.

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.

The building parcels will have windows facing east from the business entry facades. If morning glare does occur it will be facing the existing commercial buildings located on the east side of Highway 55. These existing commercial / light industrial buildings will also screen the potential morning glare from other potential views to the west.

Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

The proposed uses are commercial / light industrial, primarily used to store supply materials. The applicant does not anticipate emissions being produces beyond typical commercial /light industrial day-to-day commercial activity. The commercial / light Industrial buildings will be allowed one wood burning stove only (if they choose to have one).

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wet lands, flood prone areas and

potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

Water demand: there will be single wells drilled for each property to provide potable water. The potable water will also serve has a source for the pressure landscape irrigation and the required 30,000-gallon fire storage tank and fire mitigation for all proposed building lots.

Wastewater: There will be septic systems on each occupied parcel. CDH has approved the locations for the septic systems on each parcel,

Fire Protection: The fire district has approved the use of a community tank to supply 30,000 gallons of water for fire suppression for lots 1-3.

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

The commercial / light industrial businesses will have typical materials associated with the use land. The use of explosive material and other hazardous products will not be use with the warehouse and storage facilities. The activities should not have any adverse effect on the neighboring properties. The activity will be consistent with commercial / light industrial uses. There is no planned manufacturing or production.

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

The site is vacant and covered with native vegetation. The existing vegetation will be removed and cleared to allow for improvements on the site. The property is not located in the wetlands and will not have any disturbance of wetlands (See attached ACOE letter from previous application for the same type of land uses.). The property is relatively flat with slight cross sloping terrain (see topography survey on attached site plan). The attached Geotech report provides details of the soil types found on the site and construction properties.

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

The soil will be stabilized to allow for structural loads for the buildings. There will be areas that will continue to have native vegetation in retention areas. There will be areas with improvements that have paving and gravel. The paving and gravel will be for vehicular travel, parking, and dust mitigation. Best Management Practices will be used for erosion and sediment control per the DEQ guidelines.

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 site is relatively flat with a 1 percent slope to the south. The existing soil are stable (Please the attached Geotech Report).

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

The site is relatively flat and will not require extensive cut and fill. Drainage will be onsite and has been designed (see attached Civil Plans).

Landscaping will be per county code. Utilities are shown on the civil plan and will include individual parcel septic, retention, snow storage, and water systems. Idaho Power runs along Highway 55 and will service each parcel. Data and telecommunications are south of the property in front of the neighboring parcel to the south.

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 affect of shadows from new features on neighboring property.
The buildings will be visible from Highway 55. The buildings at setback at least 100 feet from Highway 55. All storage and industrial activities will be behind the buildings.
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.
This site was selected primarily due to the existing similar land uses adjacent to the property and east across highway 55.
14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.
There will be limited cost increase for the additional public services for the project. All utilities serving the property will be private. Water will be service from onsite wells. Waste will be processed onsite in a parcel and use specific septic system. There are no public roads, so there will not be any requirement for road maintenance.
There will be significant economic impacts that will benefit Valley County.
Jobs will be created to service the businesses that occupy the property.
15. Approximation of costs for additional public services, facilities, and other economic impacts.
There are other supply companies in Valley County, including Furguson and Franklin Building Supply. The proposed development will allow another supply company to provide services to Valley County. The ability to supply products will help supply issues and help control costs. The development will also improve and add to economic growth to the surrounding businesses.
16. State how the proposed development will impact existing developments providing the same or similar products or services.
There will be no adverse impacts to existing projects.
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.
The project is to develop unimproved land. The proposed site improvements will be constructed during the 2023 -2024 building season. If needed, the proposed project will be placed in and escrow to allow for Final Plat approval.

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

The project contemplates immediate placement of improvements. The Declaration requires 15 months for any improvements to be installed. The project int

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

We are including residential into the program.

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

See attached

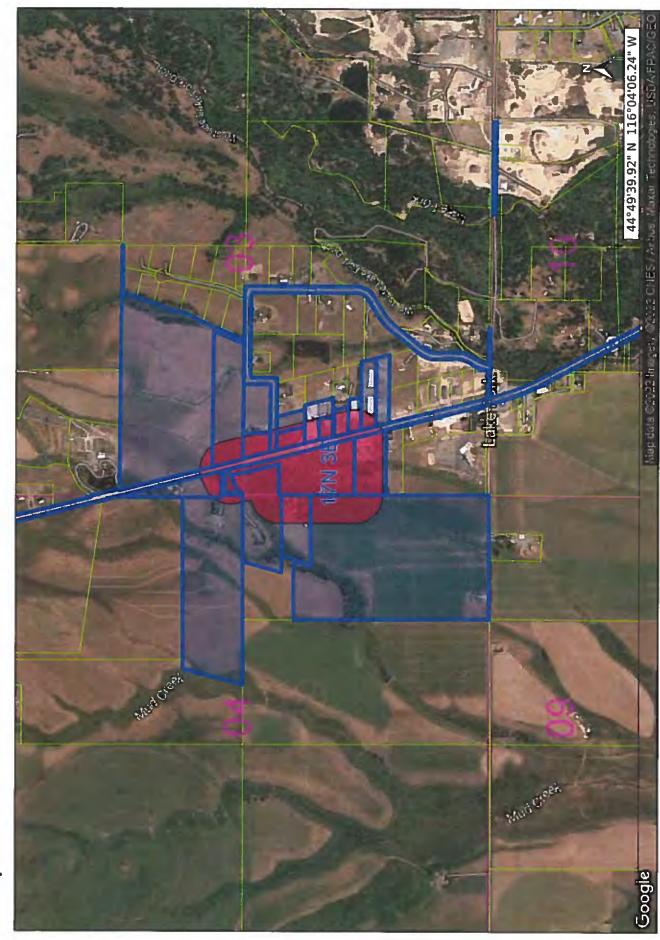
21. Anticipated range of sale, lease or rental prices for dwelling units, building or other site, or non-residential floor space in order to insure compatibility with adjacent land use and development.

The range of sale for the commercial / light industrial buildings will be similar to existing adjacent businesses.

300' Owners



landproDATA PDF



The materials available at this website are for informational purposes only and do not constitute a legal document.

Dec 08, 2022 - landproDATA.com Scale: 1 inch approx 1000 feet

County	Parcel	Primary Owner	Property Address	Owner Address	Owner City
Valley	RP17N03E035820	RUKLIC LIVING TRUST	13871 HIGHWAY 55	PO BOX 2386	MCCALL
Valley	RP00204000008B	EVLD LLC	4 PLEASANT ACRES DR	2589 S GROOM	MERIDIAN
Valley	RP0012500007A0	NETHAWAY MATTHEW		PO BOX 228	MCCALL
Valley	RP00204000005N	MALCO LLC	13876 HIGHWAY 55	PO BOX 1366	NAMPA
Valley	RP0012500007B0	NETHAWAY MATTHEW	5 PLEASANT ACRES DR	PO BOX 228	MCCALL
Valley	RP17N03E034001	GANTZ JACK M		3715 YORKTOWN WAY	BOISE
Valley	RP17N03E047265	SCHUMAKER DUSTIN	13887 HIGHWAY 55	PO BOX 484	MCCALL
Valley	RP002040000051	MALCO LLC		PO BOX 1366	NAMPA
Valley	RP00204000005G	MALCO LLC	13872 HIGHWAY 55	PO BOX 1366	NAMPA
Valley	RP00204000004B	NEWCOMB JAMES R	13866 HIGHWAY 55	PO BOX 4670	MCCALL
Valley	RP17N03E033785	JEFFUS CASEY A	13911 HIGHWAY 55	13911 STATE HIWAY 55	MCCALL
Valley	RP00204000004A	MALCO LLC	13868 HIGHWAY 55	PO BOX 1366	NAMPA
Valley	RP002040000068	LAKE FORK PARTNERS LLC	13886 HIGHWAY 55	PO BOX 95	MERIDIAN
Valley	RP17N03E033992	GANTZ KAREN		3715 YORKTOWN WAY	BOISE
Valley	RP17N03E033980	GANS FAMILY TRUST		PO BOX 217	MCCALL
Valley	RP17N03E042255	GANTZ KAREN	13901 HIGHWAY 55	3715 YORKTOWN WAY	BOISE
Valley	RP00204000006C	V5 INVESTMENTS LLC	13888 HIGHWAY 55	13888 STATE HIGHWAY 55	MCCALL
Valley	RP17N03E047672	SIMUNICH FAMILY REVOCABLE TRUST	40 W LAKE FORK RD	945 W BANNOCK ST	BOISE
Valley	RP17N03E047204	BUTLER MICHELLE A	13889 HIGHWAY 55	13889 STATE HIGHWAY 55	MCCALL
Valley	RP00204000008A	RAUCH REGEE J	8 PLEASANT ACRES DR	8 PLEASANT ACRES DR	MCCALL
Valley	RP17N03E033995	LF LAND HOLDINGS LLC		PO BOX 2966	MCCALL
Valley	RP17N03E034350	HARRISON PROPERTIES LLC		5112 N 40TH ST STE 105	PHOENIX
Valley	STATE HWY				

Valley

RP17N03E03ROW3

Army Corps Letter



DEPARTMENT OF THE ARMY

WALLA WALLA DISTRICT, CORPS OF ENGINEERS 201 NORTH TIRD AVENUE WALLA WALLA, WASHINGTON 99362

December 13, 2005

Regulatory Division

SUBJECT: NWW No. 062100020



Mr. Mike Voris Highway 55 LLC PO Box 432 Donnelly, Idaho 83615

Dear Mr. Voris:

Enclosed is a copy of our approved jurisdictional determination indicating the site of your proposed Lake Fork Development project. This is located near Lake Fork in Valley County, Idaho and contains waters of the United States regulated under Section 404 of the Clean Water Act. We reviewed your September 27, 2005 wetland delineation map entitled Lake Fork Property, prepared by Mr. James Fronk and have determined the map accurately delineates the extent of waters of the United States, including wetlands for your project. A copy of the approved map is enclosed. The map shows the unnamed irrigation lateral is a waters of the United States. However, the wetland swale that extends across your project area is not a water of the United States and is not subject to jurisdiction under Section 404 of the Clean Water Act. Therefore, a Department of the Army permit is not required to conduct work in this wetland swale.

This jurisdictional determination is valid for a period of 5 years from the date of this letter unless new information warrants revision of the determination before the expiration date or the District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit reverification on a more frequent basis.

We are enclosing an appeals form that explains the options you have if you do not agree with this approved jurisdictional determination. If you decide to appeal this determination, you need to send the form to the Division Engineer, Northwestern Division, so he receives it within 60 days of this letter. If you have new information you want us to consider, you may send it to the Regulatory Division, Walla Walla District, at the letterhead address before you file the appeal.

Section 404 of the Clean Water Act (33 U.S.C. 1344) requires a Department of the Army permit be obtained for the discharge of dredged or fill material into waters of the United States, including wetlands. This includes excavation activities which result in the discharge of dredged material and destroy or degrade waters of the United States. If your proposed project will

involve discharging dredged or fill material into Mud Creek or adjacent wetlands, you will need to obtain a Department of the Army permit before you start work.

If you have any questions, please contact Mr. Gregory J. Martinez of our Boise Regulatory Office at 208-345-2154. A copy of this letter is being sent to Mr. James G. Fronk, PO Box 70, McCall, Idaho 83638; Mr. John Olson, Environmental Protection Agency, Idaho Operations Office, 1435 North Orchard Street, Boise, Idaho 83706; and Ms. Cynda Herrick, Valley County Planning and Zoning, PO Box 1350, Cascade, Idaho 83611.

Sincerely,

For A. Bradley Daly Chief, Regulatory Division

Barbara C. Benge

Enclosures

Declaration

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Lake Fork 55 LLC Attn: Ryan Montoya 4688 N. Arrow Villa Way Boise, Idaho 83702

(Space Above For Recorder's Use)

MASTER DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

AND

RECIPROCAL EASEMENT AGREEMENT

FOR

SANDS 55 SUBDIVISION

TABLE OF CONTENTS

ARTICLE 1 DE	FINITIONS	
1.1	Approved Plans	2
1.2	Additional Property	2
1.3	Approving Owners	2
1.4	Building	2
1.5	Building Area	2
1.6	Claims	2
1.7	Common Area	2
1.8	Common Area Expenses	2
1.9	Declarant	2
1.10	Declarant Termination Date	2
1.11	Declaration	2
1.12	Default Interest Rate	
1.13	Floor Area	
1.14	Governmental Requirements	
1.15	Improvements	
1.16	Irrigation Facilities	
1.17	Mortgage	
1.18	Mortgagee	
1.19	Occupant	
1.20	Operator	
1.21	Outdoor Seating Areas	
1.22	Owner	
1.23	Parcel or Parcels.	
1.24	Permittees	
1.25	Person or Persons	
1.25	Project Design Standards	
1.26	Project Design Standards Project Documents	
1.28	Project Landscape Area	4
1.29	Project Lighting	
1.30	Project Objectives	
1.31	Project Sign(s)	
1.32	Project Utility Lines	
1.33	Restaurant	
1.34	Section	
1.35	Service Facilities	
1.36	Signage Criteria	
1.37	Site Plan	
1.38	Supplemental Declaration	
	1.38.1 Supplemental Declaration – Section Property	
	1.38.2 Supplemental Declaration – Annexation/De-Annexation	
1.39	Utility Lines	
1.40	Water Rights	5
	ASEMENTS	
2.1	Easements	
	2.1.1 Ingress and Egress	
	2.1.2 Utilities	
	2.1.3 Drainage	
	2.1.4 Maintenance	7

	2.1.5 Encroachment Easements	7
	2.1.6 Signage	7
2.2	Easement in Favor of the Operator	7
2.3	Easements for Common Area	7
2.4	Scope of Easements; No Requirement of Confirmation	7
2.5	No Obstructions	
2.6	No Charge for Use	
2.7	Prohibition Against Granting Easements	
2.8	Underground Utilities	
2.9	Duration	
ARTICLE 3 I	DEVELOPMENT RESTRICTIONS, ARCHITECTURAL AND SITE PLAN	
APPROVALS	AND CONSTRUCTION	Q
3.1	Development Restrictions	
3.2	Maximum Square Footage of Buildings and Height Restrictions	
3.3	Lighting	
3.4	Self-Park	
3.5	Outdoor Seating Areas	
3.6		
3.7	Grading and Drainage Approval of Improvements	
3.7		
	11	
	3.7.3 Construction of Improvements	
	3.7.4 Effect of Review	10
2.0	3.7.5 Inspection and Violations	
3.8	Improvements	
3.9	Communications Equipment	
3.10	Construction of Common Area	
3.11	Interference by Construction	
3.12	Construction Indemnities	
3.13	Cost of Construction	
3.14	Signs	
	3.14.1 Parcel Sign	
	3.14.2 Submission of Signage Plans	.12
	3.14.3 Procedure for Approval	.12
	3.14.4 Signage Restrictions	. 12
	3.14.5 Sign Maintenance	.12
ARTICLE 4 US	SE RESTRICTIONS	12
4.1	Use in General	
4.2	Prohibited Uses	
4,3	Additional Use Restrictions	
4.4	Use of Common Areas	
4.5	Use of Sidewalks, Parking Areas	. 13
4.6	Employee, Contractor Parking	.13
4.0	Employee, Contractor Farking	. 14
ARTICLE 5 M	AINTENANCE OF IMPROVEMENTS	
5.1	Maintenance of Building by Owners	
5.2	Owner's Maintenance Obligations	
5.3	Maintenance Standards	
5.4	Maintenance by Operator	.15
5.5	Operator	

	5.5.1 Operator	.15
	5.5.2 Appointment of New Operator	
	5.5.3 No Operator	
	5.5.4 Affiliates	
	5.5.5 Limitation of Liability	
5.6	Taxes	
ARTICLE 6 C	OVENANT TO PAY COMMON AREA EXPENSES	. 16
6.1	Covenant to Pay Proportionate Share of Common Area Expenses	. 16
6.2	Payment of Proportionate Share of Common Area Expenses	
	6.2.1 Commencement of Obligations	. 16
	6.2.2 Budget	
	6.2.3 Payment	
	6.2.4 Inspection Rights	
	6.2.5 Late Payment	17
ARTICLE 7 IN	ISURANCE	.18
7.1	Owner's Liability Insurance	.18
7.2	Property Insurance	
7.3	General Requirements	
7.4	Blanket and Excess Insurance	19
7.5	Release	19
7.6	Indemnification	
		• • •
ARTICLE 8 D	AMAGE	19
8.1	Restoration of Common Area	19
8.2	Restoration of Building(s)	
8.3	Clearing of Premises	
ARTICLE 9 RI	EMEDIES	20
9.1	Legal Action Generally	20
9.2	Injunctive and Declaratory Relief	20
9.3	Owner's Right to Cure or Abate	20
9.4	Certain Limitations on Remedies.	21
9.5	Lien	21
	9.5.1 Creation	21
	9.5.2 Amount	
	9.5.3 Priority	21
	9.5.4 Extinguishment	21
	9.5.5 Foreclosure	21
9.6	Obligation	21
9.7	Remedies Cumulative	22
9.8	Attorneys' Fees	22
	UPPLEMENTAL DECLARATIONS AND AMENDMENTS	22
10.1	Supplemental Declaration	22
	10.1.1 Supplemental Declaration – Section Property	22
	10.1.2 Supplemental Declaration – Annexation/De-Annexation	
10.2	Master Declaration	22
ADDIOLD 113	MACRI I ANDAYA	
	IISCELLANEOUS	
11.1	Amendments	22

110		
11.2	Consent by Approving Owners	23
11.3	Consent by Owners	23
11.4	Notices	23
11.5	Termination of Declarant Rights	23
11.6	Binding Effect	23
11.7	Waiver of Default	. 24
11.8	Breach – Effect on Mortgagee and Right to Cure	24
11.9	No Partnership	24
11.10	Severability	24
11.11	Governing Law	25
11.12	Terminology	25
11.13	Captions	25
11.14	Estoppel Certificate	25
11.15	Not a Public Dedication	25
11.16	Time	25
11.17	Time	26
11.18	Excuse for Non-Performance	26
11.19	Mechanics' Liens	26
11.20	Duration	26

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT FOR SANDS 55 SUBDIVISION

This Master Declaration of Covenants, Conditions and Restrictions and Reciprocal	Easement
	2023 (the
"Effective Date"), by Lake Fork 55 LLC, an Idaho limited liability company ("Declarant").	,

RECITALS

Capitalized terms used but not defined in the Recitals are defined in Article 1 below.

- A. Declarant is the Owner of that certain real property located in unincorporated Valley County, Idaho, consisting of the real property more particularly described on Exhibit A attached hereto and incorporated herein (together with any Additional Property, if any, made subject to this Declaration via a Supplemental Declaration Annexation/De-Annexation, the "Project").
- B. Declarant desires to (i) create certain easements for ingress, egress, utilities and other matters, for the benefit of each of the Parcels in the Project; (ii) impose obligations with respect to the common use, maintenance and repair of the Common Area; and (iii) impose certain limitations on the design and use of the Parcels and the improvements to be constructed thereon by the Owners, all as is more particularly set forth herein, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project for the benefit of the Declarant and each Owner.

NOW, THEREFORE, Declarant does hereby establish and declare that the Project and every portion thereof shall be owned, held, conveyed, transferred, divided, sold, leased, rented, encumbered, developed, improved, maintained, repaired, occupied and used subject to the covenants, conditions, restrictions, easements, rights, rights-of-way, liens, charges and other protective and beneficial provisions set forth in this Declaration, all of which (i) are declared and agreed to be in furtherance of a general plan for the protection, preservation, maintenance, platting, subdivision, improvement and sale of the Project and to enhance the value, desirability and attractiveness of the Project as an integrated, first class, master planned mixed use project consisting of high quality industrial, office, retail, and residential (multi-family and/or single family) components; (ii) are mutual, beneficial and equitable servitudes in favor of and for the mutual use and benefit of the Project and each portion thereof and each Owner of a Parcel, and (iii) are hereby expressly declared to be binding upon the Parcels and each portion thereof and shall run with the land and each and every part thereof, inure to the benefit of and be a burden upon the Parcels and each portion thereof and shall bind the respective heirs, successors and assigns of the Owners of the Parcels. Upon recordation of this Declaration, any conveyance, transfer, sale, hypothecation, assignment, lease or sublease made by any Owner, shall be and hereby is deemed to incorporate by reference the provisions of this Declaration, as the same may from time to time be amended. In the event of any conflict between this Declaration and any other Project Document, this Declaration shall control, provided, however, that a Supplemental Declaration may impose additional covenants, restrictions and obligations on the Section Property covered by such Supplemental Declaration and in such event, the terms of the Supplemental Declaration shall control.

ARTICLE 1 DEFINITIONS

- 1.1 Approved Plans. The term "Approved Plans" means the Submittal Plans approved or conditionally approved (or deemed approved) by the Approving Owners for the Improvements to be constructed on a Parcel, as provided in Article 3 below.
- 1.2 Additional Property. The term "Additional Property" means property located adjacent to or in the vicinity of the Project which may be annexed into the Project by Declarant from time to time.
- 1.3 Approving Owners. The term "Approving Owners" means (i) Declarant until the Declarant Termination Date, and (ii) after the Declarant Termination Date, by mutual agreement of the Owners [of the Parcels constituting at least sixty percent (60%) of the Floor Area of all Parcels then existing within the Project] [owning at least [sixty percent (60%)] of all Parcels then existing within the Project].
- 1.4 Building. The term "Building" means any permanently enclosed structure placed, constructed or located on a Parcel, as well as the [unenclosed] "Shed" identified on the Site Plan.
- 1.5 Building Area. The term "Building Area" means the area within a Parcel where Building(s) may be located as identified on the Site Plan. If the Site Plan does not designate a "Building Area" on a particular Parcel, then the Building Area for such Parcel shall be that portion of the Parcel not located within easements or setbacks required by this Declaration or Governmental Requirements.
- 1.6 Claims. The term "Claims" means all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs).
- 1.7 Common Area. The term "Common Area" means all areas within the exterior boundaries of the Project, excluding: (i) Buildings, (ii) those areas devoted to Service Facilities with respect to a particular Parcel, and (iii) those areas, if any, identified on the Site Plan as "Not Part of Common Area."
- 1.8 Common Area Expenses. The term "Common Area Expenses" means all reasonable costs and expenses of every nature and kind as may actually be paid or incurred by Operator to operate, maintain, repair and replace the Common Area.
- 1.9 Declarant. The term "Declarant" refers to Lake Fork 55 LLC. Declarant may assign any or all of its rights under this Declaration to any Person in a written instrument that contains the assignee's acceptance of such assignment and agreement to assume the obligations of Declarant pertaining to the rights assigned, which acceptance and assumption will be effective as of the date of execution. The assignment and assumption agreement will be recorded in the real property records of Valley County, Idaho, and a copy thereof will be given by Declarant to the Owners and, thereupon, the Declarant originally identified herein will be relieved of Declarant's obligations pertaining to the rights assigned.
- 1.10 Declarant Termination Date. The term "Declarant Termination Date" means (i) the later of (a) the date on which Declarant no longer owns any portion of the Project, or (b) the date on which all original Improvements on all Parcels have been constructed, or (ii) such earlier date that Declarant terminates its right to be the sole Approving Owner by notice to all Owners.
- 1.11 Declaration. The term "Declaration" means this Master Declaration of Covenants, Conditions, Easements and Restrictions, as it may from time to time be amended from time to time and any Supplemental Declaration(s), as the same may from time to time be amended.

- 1.12 Default Interest Rate. The term "Default Interest Rate" means the lesser of: (i) eighteen percent (18%) per annum, or (ii) the highest lawful rate.
- 1.13 Floor Area. The term "Floor Area" means the total number of square feet of floor area contained within a Building. Floor Area will be measured from the exterior line of the exterior walls of such Building.
- 1.14 Governmental Requirements. The term "Governmental Requirements" means all applicable laws, rules, regulations, orders, ordinances, restrictions (including restrictions set forth in any applicable development agreements and permits) and other requirements (including all requirements to have or to obtain permits) of any governmental agency or body with jurisdiction over any portion of the Project.
- 1.15 Improvements. The term "Improvements" means any Building and any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Project, including fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, grass, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, and utility improvements.
- 1.16 Irrigation Facilities. The term "Irrigation Facilities" shall mean Water Rights and those facilities and systems, if any, for the transmission of pressurized irrigation and gravity irrigation to the Project, including but not limited to, ground water wells and related components, water mains, pump house, pipe delivery system, electrical conduits or systems, diversion structures, control structures, delivery piping, manhole structures, sedimentation ponds, amenity ponds, pressure irrigation intake piping, pond overflow structures, overflow ditch, and or other public utilities, private utilities and governmental entities providing service or services to one or more of the Parcels in common and shall also include any interest in real or personal property, including but not limited to, easement and/or license rights or other instruments of record.
- 1.17 Mortgage. The term "Mortgage" means any mortgage or deed of trust encumbering a Parcel.
- 1.18 Mortgagee. The term "Mortgagee" means a mortgagee under a mortgage, a grantee under a deed to secure debt, or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.
- 1.19 Occupant. The term "Occupant" means any Owner or Person from time to time entitled to the use and occupancy of any portion of a Building in the Project under an ownership right or any lease, sublease, assignment, license, concession or similar occupancy agreement.
- 1.20 Operator. The term "Operator" initially means Declarant. The Operator may be replaced as provided in <u>Article 5</u> of this Declaration.
- 1.21 Outdoor Seating Areas. The term "Outdoor Seating Areas" means areas located directly adjacent to or in close proximity to a Building which are used, from time to time, for Outdoor Seating Areas by the Occupant of such Building.

[Drafting Note: Need to discuss Outdoor Seating Areas.]

1.22 Owner. The term "Owner" means the record holder of fee simple title to a Parcel (or any portion thereof), its heirs, personal representatives, successors and assigns. If a Parcel is owned by multiple

parties ("Multiple Owners"), the Multiple Owners shall designate in writing one of the Multiple Owners ("Designated Owner") with the sole right to act for and bind all of the Multiple Owners of such Parcel, and the other Owners may rely on any consent, approval or decision made by the Designated Owner on behalf of the Multiple Owners.

- 1.23 Parcel or Parcels. The term "Parcel" or "Parcels" means that portion of the Project and any Additional Property annexed into the Project which is from time to time (i) subdivided as a legal lot pursuant to a recorded subdivision plat or plats or otherwise legally created for separate use and/or ownership, or (ii) designated as Parcel by recordation of a Supplemental Declaration.
- 1.24 Permittees. The term "Permittees" means the Operator, Owners and Occupants and their respective officers, directors, members, managers, partners, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires, provided, however, that persons engaged in civic, public or political activities within Project shall not be considered Permittees.
- 1.25 Person or Persons. The term "Person" or "Persons" means and includes individuals, partnerships, firms, associations, joint ventures, corporations, or any other form of business entity.
- 1.26 Project Design Standards. The term "Project Design Standards" means the Design Standards for the Project as may be determined by the Declarant in its sole discretion from time to time. Nothing contained in this Declaration shall obligate Declarant to promulgate and Project Design Standards.
- 1.27 Project Documents. The term "Project Documents" means this Declaration, any Supplemental Declaration(s), each recorded plat covering all or any portion of the Project, Project Design Standards and Signage Criteria, all as may be amended or supplemented from time to time.
- 1.28 Project Landscape Area. The term "Project Landscape Area" means those certain landscape areas shown on the Site Plan as "Project Landscape Area" and such additional landscape areas which are from time to time designated as Project Landscape Area by the Approving Owners.
- 1.29 Project Lighting. The term "Project Lighting" means the artificial lighting facilities, including but not limited to poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks and contacts that serve the purpose of illuminating the Common Area. Project Lighting does not include any lighting affixed to any Building.
- 1.30 Project Objectives. The term "Project Objectives" means the design, development, improvement and use of the Project as an integrated, first class mixed use project consisting of high quality industrial, office, retail, and residential (multi-family and/or single family) components.
- 1.31 Project Sign(s). The term "Project Signs" means certain freestanding signs, including, but not limited to, pylon and/or Project identification signs, and related improvements, elected to be constructed by Declarant in its sole discretion, whether or not described, labeled or depicted on the Site Plan. Placement on any Project Sign for an Owner or its Occupant is determined by the Approving Owners. Notwithstanding Section 6.1, with respect to any Project Sign(s) with multiple panels, including, but not limited to, pylon signs, each Owner located on such Project Sign shall pay its proportionate share of the construction, replacement, maintenance and repair of such Project Sign based on the area of its panel as the numerator, with the area of all occupied sign panels on such Project Sign as the denominator.
- 1.32 Project Utility Lines. The term "Project Utility Lines" means any Utility Lines from time to time serving the Common Area.

- 1.33 Restaurant. The term "Restaurant" shall mean any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on-site or off-site consumption; provided, however, notwithstanding anything herein to the contrary, a supermarket, grocery store or similar operation shall not be deemed a Restaurant.
- 1.34 Section. The term "Section" shall mean one or more Parcels within the Project which are from time to time designated as a "Section" by the recordation of a Supplemental Declaration.
- 1.35 Service Facilities. The term "Service Facilities" means trash compactors and enclosures, exterior lighting attached to a Building, drive-up or drive-through customer service facilities directly adjacent or in close proximity to a Building, side yards and rear yards used for outdoor storage or operations, loading docks, electrical facilities and transformers, truck ramps and other similar exclusive service facilities and outward extensions, and customer pickup areas directly adjacent to or in close proximity to a Building, whether or not described, labeled or depicted on the Site Plan. The Service Facilities are the exclusive property of the Owner of the Parcel on which such Service Facilities are located and not a part of the Common Area.
- 1.36 Signage Criteria. The term "Signage Criteria" means the signage criteria for the free-standing and exterior building signs constructed or located within the Project, as determined by the Declarant in its sole discretion, from time to time including, but not limited to, the Signage Criteria attached hereto as Exhibit C and incorporated herein.
- 1.37 Site Plan. The term "Site Plan" initially means the Site Plan attached hereto as Exhibit B and incorporated herein, as it may be supplemented, modified or amended by recordation of an amendment to this Declaration or a Supplemental Declaration in accordance with the provisions of this Declaration from time to time.
- 1.38 Supplemental Declaration. The term "Supplemental Declaration" means the following, collectively or individually: Supplemental Declaration Section Property, and/or Supplemental Declaration Annexation/De-Annexation.
- 1.38.1 Supplemental Declaration Section Property. The term "Supplemental Declaration Section Property" means a Supplemental Declaration executed and recorded by Declarant prior to the conveyance of any Parcel within such Section to do any of the following: (i) designate certain Parcels as a "Section", (ii) attach the Site Plan for each Parcel in such Section, and (iii) impose additional or modified restrictions, covenants or obligations applicable to such Section, as permitted pursuant to this Declaration.
- 1.38.2 Supplemental Declaration Annexation/De-Annexation. The term "Supplemental Declaration Annexation/De-Annexation" means a Supplemental Declaration executed and recorded by Declarant to (i) annex any Additional Property to this Declaration, or (ii) de-annex any portion of the Project from this Declaration, as permitted pursuant to Article 10 of this Declaration.
- 1.39 Utility Lines. The term "Utility Lines" means those facilities and systems for the transmission of utility services, including but not limited to Project Utility Lines, storm water drainage, detention or retention systems or structures, water mains, sewers, lift stations, Irrigation Facilities including, but not limited to, sprinkler lines and related connections, electrical conduits or systems, gas mains, other public or private utilities providing service to one or more the Parcels in common.
- 1.40 Water Rights. The term "Water Rights" means any and all water and water rights, including, but not limited to, groundwater and groundwater rights, surface water and surface water rights,

ditch and ditch rights, and storage and storage rights appurtenant to the Project. The Approving Owners shall have the power to acquire, provide and/or pay for Water Rights and manage the same for the benefit of the Project, and any costs related to such Water Rights shall be included in the Common Area Expenses. Declarant owns and/or controls any and all Water Rights which are appurtenant to the Project and which may be utilized in connection with the Irrigation Facilities as part of the Utility Lines. Declarant hereby reserves unto itself any and all such Water Rights. Upon conveyance of a Parcel, Declarant hereby reserves to itself all of Declarant's right title and interest in and to any and all Water Rights appurtenant to the Project and accordingly, no Owner(s) shall have any right title, or interest in any of the Water Rights unless and until Declarant expressly conveys any portion of its Water Rights as determined in its sole discretion.

ARTICLE 2 EASEMENTS

- 2.1 Easements. Declarant hereby reserves unto Declarant and also grants to the Owners, for the reciprocal benefit of the Owners of each of the Parcels, and the use of the Permittees of such Owner, the following easements into, over, and across the Project, subject to any rights and restrictions set forth in this Declaration:
- 2.1.1 Ingress and Egress. Non-exclusive permanent easements over and across those portions of the Common Area which are from time to time improved as driveways, drive aisles, roadways, curb cuts, access ways, walkways, sidewalks, or similar vehicular or pedestrian access ways for vehicular and/or pedestrian ingress and egress (but not parking) to and from each Parcel and to and from the public streets abutting the Project ("Traffic Areas").

[Drafting Note: Need to confirm no cross-parking easement.]

- Utilities. Non-exclusive perpetual easements into, over, under and across the Common Area for the installation, construction, maintenance, operation, repair and replacement of Utility Lines. The exact location or re-location of any Utility Lines shall be subject to the approval of the Approving Owners and the Owner of the burdened Parcel. The Owner performing such installation, construction, maintenance, operation, repair or replacement of a Utility Line ("Utility Line Work") located on the Parcel of another Owner shall, at its sole cost and expense, (i) make adequate provision for the safety and convenience of all persons using the surface of such area; (ii) replace or restore the areas and facilities to the conditions in which they were in prior to the performance of the Utility Line Work, (iii) bear all costs, fees and expenses incurred as a result of such Utility Line Work; (iv) at least thirty (30) days prior to performing such Utility Line Work provide the Owner affected by such Utility line Work and the Operator with a written statement describing the need for such Utility Line Work, identify the proposed location of the Utility Line Work, the nature of the Utility Line Work to be performed (including backup materials such as design and materials), evidence that the materials and design standards are equal to or exceed those originally used, and the anticipated commencement and completion dates for the Utility Line Work; (v) provide written evidence of the insurance coverage required by Article 7 of this Declaration, and (vi) use commercially reasonable efforts to minimize disruption of normal business operations and access to the Project.
- 2.1.3 Drainage. Non-exclusive perpetual easements for the discharge of surface storm water drainage and/or runoff from the grantee's Parcel over, upon and across the Common Area of the an adjoining Parcel, upon the following conditions and terms: (i) the grades and surface water drainage/retention system for the Project shall remain in strict conformance with the Approved Plans for the grantee's Parcel, and (ii) no Owner shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Parcel if such alteration is not in conformance with the Approved Plans or would materially increase the flow of surface water onto the adjacent Parcel either in

the aggregate or by directing the flow of surface water to a limited area. All surface water collection, retention and distribution facilities shall be deemed a Utility Line. All drains, gutters, downspouts, berms, swells and other drainage facilities and systems (collectively, "Drainage Systems") shall be maintained by each Owner, with respect to the portion of the Drainage System located on such Owner's Parcel, in a neat, orderly, safe and sanitary condition, and in such a manner as to facilitate the orderly discharge of water by means thereof.

- **2.1.4 Maintenance**. Non-exclusive permanent easements for ingress and egress, construction, inspection, operation, maintenance, repair and replacement as may be reasonably necessary for the purpose of permitting such Owner(s) to discharge its obligations and rights under this Declaration.
- 2.1.5 Encroachment Easements. Non-exclusive permanent easements over, across and under the adjoining Parcel(s) for any portion of a Building located on a Parcel which may inadvertently encroach into or over the adjoining Parcel(s); provided the easement for footings, piers, piles, grade beams and Building encroachments does not exceed two (2) feet, and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet. The easements created in this Section shall survive the expiration or termination of this Declaration and shall last so long as the encroaching Building is standing following initial construction or following reconstruction where such Building is substantially restored to its prior condition following a casualty or condemnation.
- 2.1.6 Signage. Non-exclusive easements to place, construct or locate, maintain, repair and replace Project Signs and/or Parcel Signs in the Project Landscape Area or as permitted in this Declaration, and/or to provide the same for an Owner of a Parcel Sign that may request locating its sign on Parcels owned by additional Owners in the Project subject to approval by such additional Owner(s) and the Approving Owners.
- 2.2 Easement in Favor of the Operator. Declarant hereby reserves unto itself and also grants to the Operator and its Permittees a perpetual non-exclusive easement on, over, under and through such areas of the Project as may be necessary or convenient for the Declarant and Operator to exercise their respective rights and perform their respective obligations pursuant to the provisions of this Declaration.
- 2.3 Easements for Common Area. Declarant hereby reserves unto itself and also grants to the Operator and its Permittees a perpetual non-exclusive easement on, over, under and through the Common Area for the placement, construction or location maintenance, repair and replacement of the Improvements in the Common Area.
- 2.4 Scope of Easements; No Requirement of Confirmation. Except for any easements granted to Operator, all easements herein shall be easements appurtenant and not easements in gross. In addition, all easements granted hereunder shall exist by virtue of this Declaration, without the necessity of confirmation by any other document.
- 2.5 No Obstructions. The Owners and Occupants of the Project, or any portion thereof, agree that nothing shall be constructed on any portion of the Traffic Areas, except for temporary obstructions for construction as provided in Section 3.11. Notwithstanding the foregoing, so long as the free flow of vehicular and pedestrian traffic between the Parcels and the public streets abutting the Project are not unreasonably impeded, an Owner may improve the Traffic Areas on its Parcel with lanes, curbs, parking bumpers, light poles, directional signs, refuse collection areas and enclosures and hydrants, transformers and other utility equipment which by its nature or governmental requirements is reasonably situated aboveground.
 - 2.6 No Charge for Use. There shall be no charge for the use of the easements granted herein.

- 2.7 Prohibition Against Granting Easements. No Owner shall grant an easement or easements of the type set forth in this Article 2 for the benefit of any other Person or property which is not located within the Project without the prior written consent of the Approving Owners; provided, however, that the foregoing shall not prohibit (a) the Declarant from granting easements for ingress, egress and utilities over the Project (or portions thereof) for the use or benefit of the Project or property located adjacent to the Project, or (b) the Declarant from granting such other easements on, over or under the Project as may be reasonably necessary to serve the interests and convenience of the Owners and/or the development of the Project, or (c) an Owner from the granting or dedicating of easements for Utility Lines to Governmental Authorities or to public utilities, or (d) the use of any easements existing on the date of recordation of this Declaration, or (e) the Supplemental Declaration Section Property from granting easements over any part of the Section Property covered by such Supplemental Declaration Section Property.
- 2.8 Underground Utilities. All Utility Lines to be installed in any portion of the Project shall be underground, unless otherwise approved by the Approving Owners except for: (i) ground mounted electrical transformers, (ii) temporary utilities during periods of construction, reconstruction or repair, (iii) those required to be above ground by the provider of such service or Governmental Requirements; (iv) fire hydrants, detector check valves, and backflow prevention devices; and (v) utility meters on the sides of Buildings.
- 2.9 **Duration.** The easements granted under this <u>Article 2</u> shall continue in effect for the term of this Declaration and thereafter for so long as the Parcel utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such improvement if the same shall be destroyed, damaged or demolished).

ARTICLE 3 DEVELOPMENT RESTRICTIONS, ARCHITECTURAL AND SITE PLAN APPROVALS AND CONSTRUCTION

- 3.1 Development Restrictions. No Improvements shall be built, constructed, erected, placed or materially altered on any Parcel unless and until the plans, specifications and site plan for the Improvements thereon have been reviewed in advance and approved by the Approving Owners in accordance with the provisions of this Article 3.
- 3.2 Maximum Square Footage of Buildings and Height Restrictions. No Buildings shall be constructed on any Parcel which (i) exceeds the maximum height for such Building, to the extent such maximum height is described, depicted or labeled on the Site Plan, (ii) is located outside of the Building Area, or (iii) exceeds the maximum Floor Area for such Building, to the extent such maximum Floor Area is described, depicted or labeled on the Site Plan. The height of any Building shall be measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening, parapet, mechanical equipment or similar appurtenance located on the roof of such Building. Notwithstanding the foregoing, the height restriction for any Building may be increased to accommodate the standard or prototype architectural features of such Occupant ("Architectural Features") provided such Architectural Features are not more than five (5) feet above the permitted height of the Building and the lineal distance on the Architectural Feature shall not exceed twenty percent (20%) of the total length of any given elevation of the Building. All mechanical and rooftop equipment shall be set back from the front of the Building and screened from view by the parapet.
- 3.3 Lighting. Exterior lighting and interior lighting reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Parcel(s) or any property located adjacent to the Project. All Project Lighting shall be installed in accordance with the Project Design Standards and approved by the Approving Owners.

3.4 Self-Park. Each Parcel shall provide adequate parking on its Parcel to comply with Governmental Requirements for parking, such that each Parcel shall be self-sufficient for vehicular parking without variance.

3.5 Outdoor Seating Areas.

- 3.6 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Parcel must be approved by the Approving Owners before any construction is initiated. Parcel grading shall be kept to a minimum and Buildings are to be located for the preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design.
- 3.7 Approval of Improvements. No Owner or Occupant shall commence or permit the commencement of construction of any Improvement or alter any Improvement located on such Owner's Parcel without the prior written approval of the Submittal Plans (as defined below) by the Approving Owners. Approval of the Submittal Plans by the Approving Owners shall be based, among other things, on the Approving Owner's commercially reasonable judgment that the proposed Improvements will produce and contribute to an orderly and aesthetically complementary design and appearance consistent with the Project Objectives and the Project Documents, including but not limited to consideration of the: adequacy of the Parcel dimensions; conformity and harmony of location and external design of the other Improvements in the Project; the conformity of the Submittal Plans with the requirements of this Declaration and the Project Design Standards, the relationship of the topography, grade, finished ground elevation and landscaping of the Parcel being improved to that of neighboring Parcels; proper facing of the main elevation with respect to nearby streets; the relation of the floor elevations to flood elevations as defined by Governmental Requirements; the advancement of the Project Objectives; and such other matters reasonably determined by the Approving Owners to be necessary to maintain the Project in a manner consistent with the Project Objectives (collectively, "Approval Standards"). The Approving Owners shall not arbitrarily or unreasonably withhold its approval of the Submittal Plans if the Submittal Plans conform to the Approval Standards. The Approving Owners may authorize variances from compliance with the requirements or conditions of the Projective Objectives or Project Documents or any prior approval when, in the sole discretion of the Approving Owners, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or undue hardship may so require. The Approving Owners shall have the right to consider and grant a variance without notice to other Owners. If a variance is granted, no violation of the Project Objectives or Project Documents or the prior approval thereunder shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate or waive any of the terms and provisions of Project Objectives or Project Documents except as to the particular subject matter of the variance thereof and the specific Parcel covered thereby.
- 3.7.1 Submission of Materials. To request approval from the Approving Owners for the construction, alteration, modification, removal or demolition of any Improvements located on a Parcel, the Owner thereof shall submit a written request for approval accompanied by the following materials (collectively, "Submittal Plans") which shall be prepared in accordance with acceptable architectural standards:
- 3.7.1.1 Site plan showing the location of all Improvements on the Parcel, including but not limited to Building Area, Service Facilities, Outdoor Seating Areas, Common Area improvements, parking areas, stacking areas, exterior lighting, driveways, access ways, sidewalks, fences and walls, drainage, setbacks, curb cuts, and other pertinent information related to the Improvements.
- 3.7.1.2 Building plan which shall consist of (i) location of the Building, Outdoor Seating Areas and Service Facilities within the Building Area, (ii) the Floor Area and height of the

Building (including any Architectural Features), (iii) elevation drawings of all sides of the Building (including any Architectural Features, rooftop mechanical equipment, parapet or screening from all sides of the Building), (iv) detailed exterior specifications which shall indicate, by sample if required by the Approving Owners, all exterior colors, materials and finishes, including roof to be used, and (v) location, design, size and screening related to any Outdoor Seating Areas, Service Facilities and Communication Equipment.

- 3.7.1.3 Landscape plan which shall consist of plans showing (i) the location, type and size of trees, plants, ground cover and shrubs, (ii) the location and type of any berming, mounding, grading drainage, and (iii) the location and nature of the irrigation or sprinkler facilities.
- 3.7.1.4 Sign plan for all Parcel Signs, exterior building signs and other signs visible from the exterior of the Building showing the location, design, size, height and number of panels (as to the Parcel Sign) of all signs to be located on the Parcel.
- 3.7.1.5 A deposit of Five Thousand Dollars (\$5,000.00) to be refunded within thirty (30) days following completion of the Building constructed accordance with the Approved Plans.
- 3.7.2 Procedure for Approval. The Approving Owners shall have thirty (30) days after receipt of the Submittal Package to review the Submittal Package. The decision of the Approving Owners (i) can be in the form of an approval, a conditional approval or denial, (ii) shall be in writing signed by the Approving Owners, and (iii) shall be mailed to the Owner at the address shown on the Submittal Package ("Review Notice"). The Review Notice shall state that the Submittal Package was approved, or in the case of a conditional notice, the particular conditions upon which the Submittal Package is approved, or in the case of a denial, the particular reasons for such denial. If the Approving Owners deny the Submittal Package, the party submitting such Submittal Package ("Submitting Owner") may modify the Submittal Package and resubmit the Submittal Package to the Approving Owners. Thereafter, the Approving Owners shall have fifteen (15) days to review the modified Submittal Package. If the Approving Owners fail to deliver the Review Notice during the periods specified above and the Submitting Owner delivers a reminder notice ("Reminder Notice") to the Approving Owners advising of its failure to provide the Review Notice and further advising it/them that failure to respond within fifteen (15) days of the delivery of such Reminder Notice shall be deemed approval of the Submittal Package, then, unless the Approving Owners provides the Review Notice within such fifteen (15) day period, such Submittal Package shall be deemed approved. The approved (or deemed approved) Submittal Plans shall constitute the "Approved Plans".
- 3.7.3 Construction of Improvements. Each Owner shall construct the Improvements on its Parcel in accordance with the Approved Plans. No changes, alterations, deletions or modifications shall be made to the Improvements from that shown on the Approved Plans without the prior written consent of the Approving Owners.
- 3.7.4 Effect of Review. The Approving Owners shall not be responsible for reviewing, nor shall its approval of any Submittal Package be deemed an approval from the standpoint of structural safety, architectural or engineering design or conformance with building or other Governmental Requirements. As a result of the approval of a Submittal Package, the Approving Owners shall not be liable for any damage, loss or prejudice suffered or claimed by an Owner or Occupant or any successor in interest to an Owner or Occupant.
- 3.7.5 Inspection and Violations. The Approving Owners may, but shall not be obligated to, inspect any Improvements within the Project at any time for the purpose of determining whether the Owner is proceeding with construction of such Improvements in accordance with the Approved Plans. Should the Approving Owners determine that there has been a deviation or violation of the Approved

Plans, the Approving Owners may, but shall not be obligated to, issue a notice in writing thereof to the Owner and demand that the Owner immediately cease the activity which constitutes a deviation or violate, and/or the immediately take corrective measures.

- 3.8 Improvements. Once construction of any Improvement has been commenced, the Owner of such Parcel agrees to thereafter diligently prosecute to completion the construction of such Improvements to completion. Each Owner and Occupant shall, with respect to any Improvements constructed by such Owner or Occupant, construct the same, at such Owner's or Occupant's sole cost and expense, in a good and workmanlike manner, free of mechanics' or materialmen's liens, and in compliance with the Approved Plans, all Governmental Requirements, and this Declaration. Each Owner shall at all times maintain its Building(s) and related Improvements Parcel in a clean and neat condition, free of dust, vermin or debris.
- 3.9 Communications Equipment. Subject to Governmental Requirements, Project Design Standards and the requirements of this Declaration, an Owner shall have the right to install, maintain, repair, replace and remove Communications Equipment (defined below) on the top of the Building on its Parcel provided: (i) the height of such Communications Equipment does not extend above the height limits established above, (ii) the Communication Equipment is set back from the front of the Building and screened from view by the parapet. As used herein, the phrase "Communications Equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable, which are for the sole use of the Occupants conducting business in such Building.
- 3.10 Construction of Common Area. Prior to any Owner's use or occupancy of any Building on its Parcel, such Owner shall complete construction of all Improvements to the Common Area on its Parcel in accordance with Governmental Requirements and the Approved Plans.
- Interference by Construction. Each Owner agrees that any construction work (including but not limited to Utility Line Work) to be undertaken by it or its Occupants shall be performed (i) so as not to cause any unreasonable increase in the cost of constructing the remainder of Project or any part thereof, (ii) so as not to unreasonably interfere with any construction work being performed on the remainder of Project, or any part thereof, and (iii) so as not to unreasonably interfere with and minimize disruptions of the access to, use, occupancy or enjoyment of the remainder of Project or any part thereof by the other Owners and the Permittees of the other Owners. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel unless the prior written consent of the Operator and the Owner of the Parcel on which staging will occur is obtained, provided that such restriction shall not apply to Declarant. Any damage occurring to any portion of Project as a result of such construction work shall be the responsibility of the Owner performing such construction work or causing such construction work to be performed and shall be repaired by such Owner, at such Owner's sole cost and expense, to the same condition as existed immediately prior to such work promptly upon the completion of such construction work. During the course of any construction, the Person undertaking such work, at its sole cost, shall (a) make adequate provisions for the safety and convenience of all Permittees, (b) control dust, noise and other effects of such work using methods commonly utilized to control such effects associated with construction projects, and (c) promptly remove all dirt and debris.
- 3.12 Construction Indemnities. Each Owner covenants and agrees to indemnify, protect, defend and hold harmless the other Owners from and against all Claims arising from or related to any construction activities undertaken by such Owner or its Permittees.
- 3.13 Cost of Construction. Except as otherwise set forth in this Declaration, or in a separate written agreement between Declarant and the Owner(s), each Owner shall be responsible for the cost and expense of all Improvements to be constructed on its Parcel.

- **3.14** Signs. Each Owner shall comply with all applicable Governmental Requirements and the Signage Criteria with respect to the erection and maintenance of any Parcel Sign and/or signs placed on the exterior of the Building, unless otherwise approved by the Approving Owners.
- 3.14.1 Parcel Sign. Subject to Governmental Requirements, compliance with the Signage Criteria and any necessary governmental approvals to be obtained by the Owner, the Owner of a Parcel may be entitled to erect one (1) freestanding sign on its Parcel at the Owner's expense ("Parcel Sign"). The Parcel Sign shall only display the designation of the Occupant(s) of such Parcel, unless otherwise approved by the Declarant and necessary governmental agencies.
- 3.14.2 Submission of Signage Plans. Prior to constructing, altering or replacing any exterior building signs or any Parcel Sign on its Parcel, the Owner or Occupant shall submit a signage plan showing the location, height, dimensions, design and other information deemed necessary by the Approving Owners to review the proposed Parcel Sign and exterior building signage ("Signage Materials").
- **3.14.3** Procedure for Approval. The Signage Materials shall be submitted and reviewed in the same manner as specified for the Submittal Package above.
- 3.14.4 Signage Restrictions. Notwithstanding anything contained herein to the contrary, if permitted by the Governmental Regulations and the Signage Criteria, each Owner shall be permitted to place within the Common Area located on its Parcel a temporary sign for leasing information and contractors working on a construction job.
- 3.14.5 Sign Maintenance. Each Owner shall operate, maintain and repair, in a clean, sightly and safe condition, the Parcel Sign, exterior building signs and all other signs, including components thereof, located upon its Parcel.

ARTICLE 4 USE RESTRICTIONS

- 4.1 Use in General. The Parcels within the Project shall be used only for purposes that are consistent with the Project Objectives and that do not violate Governmental Requirements. The Supplemental Declaration Section Property may further limit or restrict the use of some or all of the Parcels within the Section Property covered by such Supplemental Declaration.
- 4.2 Prohibited Uses. No use shall be permitted in the Project which is inconsistent with the Project Objectives or for any of the following purposes:
- 4.2.1 any indecent or pornographic uses, massage parlor, an adult type bookstore or other establishment selling, displaying or exhibiting "obscene" materials; provided, however, that this restriction does not apply to the sale of any book by a place of business selling a general range of books, or the sale or rental of any movies or other media by a place of business selling or renting a general line of movies or other media;
- 4.2.2 any head shop store or any other similar store or club; and any business devoted to sale of articles or merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with illegal or controlled drugs or substances;
- 4.2.3 a mobile home or trailer court, junkyard or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of

construction, reconstruction or maintenance; a landfill, garbage dump or facility for the dumping, disposing, incineration or reduction of garbage (excluding Service Facilities); any gambling establishing, bingo parlor or betting parlor; any mortuary, crematory or funeral home;

- 4.2.4 any assembly, manufacturing, refining, smelting, agriculture or mining operations;
- 4.2.5 any drilling for and/or removal of subsurface substances;
- 4.2.6 any fire sale, flea market or second-hand store, "surplus" store, pawn shop, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- 4.2.7 any bar, nightclub or tavern, except that alcohol sales not to exceed forty percent (40%) of gross revenues shall be permitted in connection with a Restaurant.

[Drafting Note: need to discuss excluded uses.]

Nothing in this Section shall be construed to prohibit storage facilities for sale or lease to others as a permitted use within the Project.

- 4.3 Additional Use Restrictions. This Declaration may be amended from time to time to restrict certain uses on a particular Parcel or particular Parcels provided the amendment is specific and recorded.
- 4.4 Use of Common Areas. Except as expressly set forth in this Article 4, and subject to all other terms, limitations and conditions hereof and all Governmental Requirements, the Common Area, without regard to the ownership thereof, may only be used for the following purposes: pedestrian and vehicular movement by Permittees to and from adjacent streets and between businesses located or to be located within the Project; the placement, construction or location, operation, maintenance, repair, replacement, relocation and removal of the Improvements to the Common Area and Utility Lines; construction, replacement, reconstruction, maintenance and repair of parking lots or stalls, Outdoor Seating Areas, sidewalks, driveways, lanes, curbs, directional and other signs, gutters, traffic control areas, traffic islands, traffic and parking lighting facilities, bicycle racks, perimeter walls, mall or landscaped areas, including planters, planting boxes, edgers, fountains, valves and conveniences, such as mail boxes, and benches for the comfort and convenience of Permittees; and the ingress and egress of delivery and service trucks and vehicles for the delivery of goods, wares, merchandise and the rendering of services to all Owners and Permittees.
- 4.5 Use of Sidewalks, Parking Areas. Except as may be expressly permitted in a Supplemental Declaration for a Section, and subject to all other terms, limitations and conditions hereof and all Governmental Requirements, the sidewalks and parking areas on each Parcel, without regard to the ownership thereof, may only be used for the following purposes:
- 4.5.1 The Occupant of a Building may use the sidewalks located directly in front of such Occupant's Building for the sale of merchandise, provided that (i) no more than fifty percent (50%) of the sidewalk area within the Parcel of the Occupant is used for such activities, (ii) use of the sidewalks does not materially and adversely impair pedestrian circulation or access to the Building, (iii) such activities are permitted by the Governmental Requirements, (iv) such Occupant promptly removes all refuse and cleans the sidewalk area during and after such activities, does not store merchandise or equipment after-hours, (v) such activities occur for short periods and on an occasional basis, and (vi) such Occupant complies with all rules and regulations imposed by the Operator from time to time.

- 4.5.2 No merchandise, equipment or services (including, but not limited to, kiosks, display tables, espresso carts, pushcarts, vending machines, ATM machines, promotional devices and similar items), shall be displayed, offered for sale or lease, or stored within the Common Area (except for permitted sidewalk activities and Outdoor Seating Areas), unless the prior approval of the Approving Owners and Operator have been obtained.
- 4.5.3 No structure of a temporary character or similar equipment shall be permitted to remain within the Common Area, except permitted Outdoor Seating Areas and construction trailers utilized in the course of constructing Improvements so long as construction activities are being diligently pursued to completion and are in conformance with the requirements of this Declaration.
- 4.6 Employee, Contractor Parking. Each Owner shall cause the Occupants and Permittees of its Parcel to park their vehicles only on such Parcel. The Operator may, but shall not be obligated, to ticket and fine any employees and/or contractors that park vehicles on the Parcel of another Owner.

ARTICLE 5 MAINTENANCE OF IMPROVEMENTS

- 5.1 Maintenance of Building by Owners. Each Owner, at its own expense, shall maintain, repair, and replace the Buildings, Outdoor Seating Areas and Service Facilities on its Parcel in first class condition of maintenance and repair, including without limitation, keeping all exterior surfaces of any Building painted, washed and cleaned regularly, keeping all Outdoor Seating Areas and Service Facilities clean, and keeping all trash and rubbish removed from the exterior of the Building and the Service Facilities. Pending the construction of the Building, each Owner shall keep its Parcel in a neat condition and shall not permit an unreasonable accumulation of rubbish and debris and shall keep weeds cut.
- 5.2 Owner's Maintenance Obligations. Each Owner, at its sole cost, shall at all times maintain, repair, and replace those portions of the Common Area located behind the curb line adjacent to the Building(s) on its Parcel ("Back of Curb Area") (collectively, "Owner Maintenance Obligations"), including but not limited to the following:
- 5.2.1 Maintaining, repairing, replacing, cleaning, sweeping and washing (as appropriate) the Back of Curb Area so as to keep it in a first-class, clean and orderly condition;
- 5.2.2 Replacing all asphalt, paved surfaces and sidewalks located within the Back of Curb Area, in a manner consistent with similar improvements in the Project and replacing all Utility Lines serving such Parcel; and
- **5.2.3** Maintaining and replacing all grass and other landscaping within the Back of Curb Area.

In addition, as part of the Owner Maintenance Obligations, each Owner, at its sole cost, shall at all times be responsible for operating and providing electricity for artificial lighting facilities located on such Parcel, and keeping such Parcel fully illuminated at least from dusk until 10:00 pm each day and at least fifteen percent (15%) of the lighting on from 10:00 pm until dawn each day, or such other times as may be designated by the Operator from time to time.

5.3 Maintenance Standards. The Common Area shall be maintained in a first class condition of maintenance and repair and in compliance with all Governmental Requirements and this Declaration, including but not limited to (collectively, "Maintenance Standards"):

- 5.3.1 Maintaining, repairing, seal coating, cleaning, sweeping, and when necessary, replacing, the paved surfaces within the Common Area in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;
- **5.3.2** Performing snow and ice treatment to the Common Area to the standard customary to similar developments in Valley County, Idaho;
- **5.3.3** Removing papers, debris, filth and refuse and thoroughly sweeping the Common Area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- 5.3.4 Maintaining, repairing, and when necessary, replacing all traffic directional signs, markers and lines; and
 - 5.3.5 Maintaining, repairing, and when necessary, replacing, the Project Lighting; and
- 5.3.6 Maintaining and watering all landscaped areas; maintaining, and when necessary, replacing, automatic landscape sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary.
- 5.4 Maintenance by Operator. Subject to each Owner's Owner Maintenance Obligations, the Operator shall operate, maintain and replace the Common Area commencing on the date this Declaration is recorded. To the extent caused by the Operator, the Operator agrees to indemnify, defend and hold harmless each Owner from and against any and all claims resulting from the willful misconduct or gross negligence of the Operator in performing its obligations under this Section 5.4.

5.5 Operator.

- **5.5.1 Operator.** The Declarant shall, upon recordation of this Declaration, be Operator until it resigns or is replaced pursuant to this <u>Article 5</u>. The Operator shall have and is hereby given the full right and authority to perform its obligations hereunder.
- at least thirty (30) days prior written notice ("Resignation Notice") to the Approving Owners, to cease performing the duties of the Operator, and the Approving Owners shall appoint a new Operator who shall be an Owner or Occupant of a Parcel to perform the obligations of Operator hereunder. In addition, if all of the Approving Owners determine that the Operator is not performing its duties as provided under this Declaration and provide written notice thereof to Operator specifying in reasonable detail the basis for the claims of non-performance by the Operator, and the Operator fails to correct such deficiencies within thirty (30) days after notice thereof signed by or on behalf of all of from the Approving Owners, or, if such failure cannot reasonably be cured within thirty (30) days, fails to commence to cure and diligently pursue the same to completion, then the Operator may be replaced or removed by a decision of the Approving Owners and written notice to the Operator. The designation of any Operator as provided for hereinabove shall be binding upon all of the Owners. The term of the new Operator shall continue until the earlier to occur of (i) the appointment of a new Operator, (ii) the date the Operator submits a Resignation Notice.
- 5.5.3 No Operator. In the event of the termination or expiration of this Declaration and/or during any period of time when no Owner is performing the duties of Operator and no replacement Operator has been appointed as provided above, each Owner shall have the obligation to maintain the

Improvements to the Common Area located on its Parcel, at its sole cost and expense, in a manner consistent with the provisions of this Declaration.

- 5.5.4 Affiliates. The Operator may hire companies affiliated with it or third party companies to perform its maintenance obligations hereunder, provided that the payment to such affiliate or third party company shall not be in addition to the Administrative Fee defined in Section 6.1 below.
- 5.5.5 Limitation of Liability. At such times as the Operator ceases to have an obligation to perform the duties and obligations described herein, such Operator shall cease to have any liability or responsibility for any acts, events, or circumstances occurring subsequent to and not as a result of its performance or non-performance of its duties or obligations while Operator.
- 5.6 Taxes. Each Owner shall pay directly to the tax collector when due the real property taxes and other special taxes and assessments ("Taxes") assessed against the Owner's Parcel, including the portion of the Common Area located on such Owner's Parcel; subject, however, to the right of any such Owner to contest the amount or validity of all or any part of the Taxes. If an Owner fails or refuses to pay such Taxes, then the Operator or any other Owner shall have the right to pay such Taxes on behalf of such Owner and shall have all rights and remedies provided in Article 9, including but not limited to the right to file a lien for the amount of Taxes paid by such curing Owner.

ARTICLE 6 COVENANT TO PAY COMMON AREA EXPENSES

agrees to pay to the Operator its proportionate share of Common Area Expenses. Each Owner hereby agrees to pay to the Operator its proportionate share of Common Area Expenses ("Proportionate Share of Common Area Expenses") based on land area of such Owner's Parcel as compared to the total land area of all Parcels in the Project, provided that to the extent any Common Area Expense benefits only a portion of the Parcels in the Project, such as panels on a Project Sign as contemplated in Section 1.30, then such Common Area Expenses shall be allocated, based on land area or other equitable allocation as determined by Operator, between the Parcels benefitted by such Common Area Expense. The Approving Owners may, from time to time, execute and record a Supplemental Declaration for purposes of stating the land area of all Parcels in the Project, the land area of each Parcel and the Proportionate Share of Common Area Expenses allocated to each Parcel. The Common Area Expenses shall include an administrative and management charge ("Administrative Fee") provided that the amount of such Administrative Fee shall be approved by the Approving Owners and shall be in such amount as is customary, from time to time, for similar fees to manage a first class mixed use project in the geographic area in which Project is located. The Administrative Fee shall be paid to the Operator. The Administrative Fee shall be included in Common Area Expenses, or any portion thereof, without further reference.

|Drafting Note: Need to discuss metric for determining proportionate share.

- 6.2 Payment of Proportionate Share of Common Area Expenses.
- **6.2.1** Commencement of Obligations. The obligations of each Owner to pay its share of Common Area Expenses shall commence upon the recordation of this Declaration.
- 6.2.2 Budget. Operator shall use its reasonable efforts to provide its services on a cost effective basis consistent with other first class projects in the same geographic area. The Operator shall provide to each Owner, within sixty (60) days prior to the beginning of each calendar year, a Budget for the Common Area Expenses for the following calendar year ("Budget"). The Budget of estimated expenses shall be based on the prior year's expenses, taking into account anticipated increases to such amounts, or if

no prior year's expenses are available, then on Operator's reasonable estimate of the cost. The Operator shall reasonably estimate such costs for any partial year. Operator shall have the right to make unexpected or emergency repairs or incur additional unexpected costs which are not included in the Budget. Operator may submit a supplemental billing to each Owner, together with evidence supporting such payment, and each Owner shall pay its Proportionate Share thereof within thirty (30) days.

- **6.2.3** Payment. Each Owner shall pay to the Operator, in equal monthly payments in advance on the first day of each month, or in such other increments as otherwise determined by the Operator, the Common Area Expenses allocable to such Owner's Parcel based upon the amount set forth in the Budget. No offsets against any amounts due for an Owner's Common Area Expenses shall be permitted for any reason, including, without limitation, a claim that the Operator is not properly exercising its duties of maintenance, operation or enforcement. Within approximately one hundred twenty (120) days after the end of each calendar year, Operator shall provide each Owner with a written statement ("Annual Statement") (and upon request, supporting invoices and backup materials), setting forth the actual Common Area Expenses ("Annual Expenses") incurred by the Operator for the performance of its obligations hereunder and the Annual Expenses allocated to such Owner. If the amount paid by an Owner for such calendar year shall have exceeded the Annual Expenses allocated to such Owner, the Operator shall, at its option, refund by check the excess to the Owner owning such Parcel at the time the Annual Statement is delivered or apply the overpayment of the Annual Expenses to the expenses due for the following year, or if the Annual Expenses paid by an Owner as stated in the Annual Statement shall be less than the Annual Expenses owed by such Owner, then the Owner shall pay the balance of the Annual Expenses to Operator within thirty (30) days after receipt of such Annual Statement. Notwithstanding the foregoing, failure of the Operator to provide the Annual Statement within such 120-day period shall not release an Owner from its obligations to pay any amounts due upon issuance of the Annual Statement.
- 6.2.4 Inspection Rights. For a period of one (1) year after receipt of a the Annual Statement, any Owner, at its own expense, shall have the right, by written notice to Operator ("Inspection Notice") to inspect the Operator's books and records pertaining to the expenses for the calendar year shown on the Annual Statement. Failure to provide the Inspection Notice within one (1) year after the date of the Annual Statement shall be deemed to be such Owner's approval of the Annual Expenses shown in the Annual Statement. The Inspection Notice must designate the date of the proposed inspection, which shall be not less than fifteen (15) days after the date of the Inspection Notice. The Owner performing such inspection shall provide the Operator with a written notice of any discrepancy discovered during such inspection (together with backup documentation) and the amount of such claimed discrepancy ("Discrepancy Notice"). The Discrepancy Notice shall be given within thirty (30) days after the date the inspection occurs. The Operator shall have thirty (30) days after receipt of the Discrepancy Notice to respond to such matters. The parties shall use commercially reasonable efforts to resolve any disputes regarding the matters set forth Discrepancy Notice and the Operator's response. Any overpayment or underpayment of Annual Expenses shall be handled in the manner provided above.
- 6.2.5 Late Payment. If an Owner shall fail to pay such Owner's Common Area Expenses or any other amounts due under this Declaration, within thirty (30) days after the due date therefor, then (i) a late charge in the amount of ten percent (10%) of the delinquent amount, (ii) interest charged at the Default Interest Rate commencing from the date of delinquency, and (iii) reasonable costs of collection, including attorneys' fees and costs (collectively, "Delinquency Charges"), shall be levied by the Operator against such Owner. In addition, Operator shall be entitled to file a lien and recover its attorney's fees as provided in Article 9 below.

ARTICLE 7 INSURANCE

7.1 Owner's Liability Insurance. Each Owner shall procure and maintain (or cause to be procured and maintained) in full force and effect throughout the term of this Declaration commercial general liability insurance ("CGL") under a policy at least equivalent to the Insurance Services Office CG 00 01 form, insuring against all claims for its legal liability, including but not limited to personal injury, death or property damage occurring upon, in or about the Owner's Parcel, with limits of liability no less than:

\$2,000,000 each occurrence (combined for bodily injury and property damage)
\$2,000,000 for personal injury liability
\$4,000,000 aggregate for products-completed operations
\$4,000,000 general aggregate
\$10,000 premises medical payments

The general aggregate limit shall apply separately to each Owner's Parcel. Such policy or policies shall cover each Owner's Parcel and any parking area, roads, hallways and sidewalks used in connection therewith. In no event shall the limits of any CGL maintained by any Owner pursuant to this Declaration be considered as limiting such Owner's liability under this Declaration.

[Drafting Note: Need to discuss insurance limits.]

7.2 Property Insurance. At all times during the term of this Declaration, each Owner shall keep (or cause to be kept) the Improvements on its Parcel (including the Common Area on its Parcel) insured against loss or damage by fire and other perils and events as may be insured against under an Insurance Services Office current "special causes of loss" form commercial Property insurance coverage policy (or its equivalent) for the full replacement cost of the insured Improvements ("Property Insurance"), with a deductible no greater than ten percent (10%) of replacement costs. The full replacement cost shall mean the cost to replace such Improvements, without deduction for depreciation or wear and tear, including costs attributable to improvements or upgrades required by changes in laws and regulations governing zoning, public access and accommodation, work place conditions, public health or safety or other matters, and shall include to the extent reasonably attainable a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement.

7.3 General Requirements.

7.3.1 The CGL insurance provided maintained by or on behalf of each Owner shall include the Operator and the other Owners (upon written request) as additional insureds as their respective interests may appear. The Property Insurance provided maintained by or on behalf of each Owner shall include the Operator and the other Owners (upon written request) as a loss payee, as their respective interests may appear. Each Owner shall furnish to the Operator or any Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, evidencing that the CGL and Property Insurance required to be carried by such Owner is in full force and effect. Unless otherwise approved by the Approving Owners, all insurance required hereunder shall (i) be an occurrence basis policy (or policies); (ii) be issued by an insurance company having a rating of A-or better and a financial size of "VII" or better, as set forth in the most current issue of Best's Rating Guide, or equivalent rating from other recognized rating bureaus and licensed/approved to do business in the State; (iii) be primary insurance as to all claims thereunder; (iv) with respect to the CGL insurance, contain a cross-liability endorsement or severability of interest clause; (v) provide that the policy shall not be cancelled or allowed to expire, without at least thirty (30) days prior written notice by the insurer to each insured and to each additional insured;

and (vi) except for reduction of aggregate limits due to loss payment, provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds.

- 7.3.2 Each policy of insurance described herein shall contain a waiver by said insurer of any and all rights of subrogation against the Operator and each Owner, and their respective officers, employees, agents, associates and representatives.
- 7.4 Blanket and Excess Insurance. Any insurance required to be carried pursuant to this Article 7 may be carried under a policy or policies covering other liabilities and locations of an Owner; provided, however, that such policy or policies apply to the Parcels required to be insured by this Article 7 in an amount not less than \$5,000,000 or if such blanket CGL policy or policies shall not have a per location general aggregate of at least \$5,000,000, then such insuring Owner shall also maintain excess liability coverage necessary to establish a total liability limit of \$20,000,000. Such limits may also be satisfied through a combination of primary and excess policies.
- **7.5** Release. Each Owner (the "Releasing Owner") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner (the "Released Owner") from any liability for any loss or damage to property of such Releasing Owner located upon any portion of Project, which loss or damage is of the type for which property insurance is required to be maintained under this Article 7, but only to the extent such loss or damage is actually covered by insurance irrespective either of any negligence on the part of the Released Owner which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. Each Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies of insurance carried by its Occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.
- 7.6 Indemnification. To the extent not covered by the insurance required to be carried hereunder, each Owner shall indemnify, protect, defend and hold the other Owners and Operator harmless from and against any and all Claims arising from injury or death to person or damage to the Project that occurs on the indemnifying Owner's Parcel as a result of the actions of such indemnifying Owner or Operator, except to the extent attributable to the negligence or willful misconduct of such other Owner. An Owner shall not be entitled to such indemnification for: (i) any damage caused to such Owner or the Operator by reason of its own negligence or willful misconduct, and (ii) any Claims arising from any matter covered by the indemnitee's indemnity obligations under this Declaration.

ARTICLE 8 DAMAGE

- 8.1 Restoration of Common Area. In the event of the destruction and damage to any extent to the Improvements to the Common Area located on a Parcel, the Operator shall diligently commence and pursue completion of the repair or restoration.
- 8.2 Restoration of Building(s). In the event of damage to or destruction of the Building(s) on an Owner's Parcel, such Owner may, but shall not be obligated to, restore and reconstruct such Building(s) (to the extent applicable under this Declaration) in accordance with the requirements of this Declaration. In the event an Owner so elects, such Owner shall restore and reconstruct such Building(s) to at least as good a condition as it or they were in immediately prior to such damage or destruction. All such restoration and reconstruction shall be performed at such Owner' sole cost and expense and in accordance all Governmental Requirements and the applicable requirements of this Declaration.

8.3 Clearing of Premises. Whenever an Owner elects not to restore, repair or rebuild a Building(s) that has or have been damaged or destroyed, such Owner, at its sole cost and expense, shall promptly (i) raze such Building(s) or such part thereof as has or have been damaged or destroyed, (ii) clear the premises of all debris, and (iii) all areas not restored to their original use shall be improved with, at the option of the Owner of such Parcel, either landscaping or pavement of like standard and design as the Common Area, as applicable, and maintained in a clean, orderly and sightly manner.

ARTICLE 9 REMEDIES

- 9.1 Legal Action Generally. If any Owner breaches any provision of this Declaration, then the Approving Owners or any other Owner ("Enforcing Owner") may institute legal action against the defaulting Owner (or any defaulting Occupant) for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law. All remedies herein or at law shall be cumulative and not all-inclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity". As used in Sections 9.1, 9.2, 9.3, 9.7 and 9.8, "Enforcing Owner", "Defaulting Owner", and/or a "Non-Defaulting Owner", shall also be deemed to include the Operator.
- 9.2 Injunctive and Declaratory Relief. In the event of any violation or threatened violation by any Owner or Occupant of any of the terms, covenants, conditions, and restrictions herein contained, in addition to any other remedies provided for in this Declaration, the Enforcing Owner shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction.
- Owner's Right to Cure or Abate. If any Owner (a "Defaulting Owner") violates any covenant, condition or restriction contained in this Declaration (including, without limitation, the obligation to pay Operator for the Common Area Expenses and/or the obligation to maintain its Parcel), or permits or suffers any Occupant of its Parcel to violate any covenant, condition or restriction of this Declaration, then, in addition to any other remedy provided for in this Declaration, an Enforcing Owner (each or together, as applicable, the "Non-Defaulting Owner") may demand by written notice (the "Default Notice") that the violation be cured; provided, however, that in the event such default shall constitute an emergency situation, the Non-Defaulting Owner acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. If the Defaulting Owner does not cure the violation of a monetary obligation within ten (10) days after receipt of the Default Notice, or cure a violation of a nonmonetary obligation within thirty (30) days after receipt of the Default Notice, or if such nonmonetary default is of a kind which cannot reasonably be cured within thirty (30) days, and the Defaulting Owner does not within such thirty (30) day period commence to cure such default and diligently thereafter prosecute such cure to completion, then Non-Defaulting Owner (and its agents and employees) shall have the right to (i) pay any sum owed by the Defaulting Owner to the Person entitled thereto, (ii) enter upon the Parcel of the Defaulting Owner and summarily abate, remove or otherwise remedy any Improvement, thing or condition which violates the terms of this Declaration, and (iii) enter upon the Parcel of the Defaulting Owner and perform any obligation of the Defaulting Owner to be performed thereon. The Defaulting Owner shall, within ten (10) days of written demand by any other Owner, accompanied by appropriate supporting documentation, reimburse the Non-Defaulting Owner for all reasonable costs, expenses and attorneys' fees incurred by the Non-Defaulting Owner in undertaking any of the actions permitted by clauses (i) through (iii) in the preceding sentence, including, without limitation, wages, benefits and overhead allocable to the time expended by any employee of the Non-Defaulting Owner in taking such actions, together with interest thereon at the rate equal to the Default Interest Rate, from the date such costs and expenses were advanced or incurred by the Non-Defaulting Owner. The right to cure the default of another Owner shall not be

- deemed to: (a) impose any obligation on a Non-Defaulting Owner to do so; (b) render the Non-Defaulting Owner liable to the Defaulting Owner or any third party for an election not to do so; (c) relieve the Defaulting Owner from any performance obligation hereunder, or (d) relieve the Defaulting Owner from any indemnity obligation as provided in this Declaration.
- 9.4 Certain Limitations on Remedies. The Declarant (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall not be personally liable for any judgment obtained against the Declarant. Each Owner agrees to look solely to the Declarant's interest in Project for recovery of damages for any breach of this Declaration.
- 9.5 Lien. Any Non-Defaulting Owner or the Operator ("Creditor Owner") shall be entitled to a lien against the Parcel of the Defaulting Owner, which lien shall be created and foreclosed in accordance with this Section.
- 9.5.1 Creation. A lien authorized by this Article shall be created by recording a written instrument (the "Claim of Lien") in the real property records of the County in which Project is located, which (i) references this Declaration by recording number, (ii) alleges a specific breach of this Declaration, (iii) states the amount owed by the Defaulting Owner through the recording date of the Claim of Lien (including any Delinquency Charges), (iv) contains a legal description of the Parcel of the Defaulting Owner, and (v) is executed and acknowledged by the Creditor Owner.
- 9.5.2 Amount. A lien created pursuant to this Article shall include (i) the amount stated in the Claim of Lien, (ii) all reasonable costs and expenses incurred in creating and foreclosing such lien (including attorneys' fees), (iii) all amounts which become due from the Defaulting Owner (or its successors or assigns) to the Creditor Owner after the date the Claim of Lien is recorded, whether such amounts arise from a continuation of the default alleged in the Claim of Lien or from some other default under this Declaration, and (iv) interest on all of the foregoing at the Default Interest Rate.
- 9.5.3 Priority. The priority of a lien created pursuant to this Article shall be established solely by reference to the date the Claim of Lien is recorded; provided, however, that such lien shall, in all instances, be subject and junior to any Mortgage recorded prior to the date such Claim of Lien.
- 9.5.4 Extinguishment. If the Defaulting Owner cures its default, and pays all amounts secured by a lien created pursuant to this Article, the Creditor Owner shall, at the Defaulting Owner's expense, record an instrument sufficient in form and content to clear title to the Parcel of the Defaulting Owner from the Creditor Owner's lien.
- 9.5.5 Foreclosure. A lien created pursuant to this Article shall be foreclosed in the manner provided by law.
- 9.6 Obligation. Each Owner shall be deemed to covenant and agree to be bound by this Declaration. Any sum not paid, or other obligation not performed when due, together with interest payable hereunder, and all costs and attorneys' fees incurred in connection with collection, shall be the personal obligation of the Persons who were the Owners of the Parcel at the time the payment or obligation became due. The obligation shall not be released by any transfer of the Parcel subsequent to the date such payment or obligation became due, but such obligation shall run with the land and shall be binding upon, and be the liability of, any successor Owner. Nothing contained herein shall limit the ability of any new Owner from collecting any sum due by the new Owner from the prior Owner which has become a liability of the new Owner.

- 9.7 Remedies Cumulative. The remedies provided in this Article are in addition to any remedies available elsewhere in this Declaration or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available to Declarant may be exercised cumulatively.
- 9.8 Attorneys' Fees. In the event of any action between the Owners hereto for breach of, or to enforce any provision or right hereunder, the non-prevailing Owner in such action shall pay to the prevailing Owner all reasonable costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by the prevailing Owner in connection with such action.

ARTICLE 10 SUPPLEMENTAL DECLARATIONS AND AMENDMENTS

10.1 Supplemental Declaration.

- 10.1.1 Supplemental Declaration Section Property. Prior to the Declarant's conveyance of the Parcel(s) within the Section to the first Owner, the Declarant shall have the unilateral right to record a Supplemental Declaration Section Property to (i) designate certain Parcels as a Section, (ii) attach the legal description of each Parcel within the Section, (iii) attach the approved Site Plan for each Parcel within the Section (including but not limited to designating the location of the following for each Parcel in the Section: Common Area, Building Area, Parcel Sign, maximum Building height and maximum Floor Area), and/or (iii) impose different or additional covenants, obligations and restrictions on some or all of the Parcels in the Section. Once recorded, an amendment to a Supplemental Declaration shall be controlled pursuant to the terms of such Supplemental Declaration, but any amendment to a Supplemental Declaration shall effect only the Section Property in the initial Supplemental Declaration, except as provided in Section 10.1.
- 10.1.2 Supplemental Declaration Annexation/De-Annexation. So long as Declarant owns any portion of the Project, Declarant shall have the unilateral right to record a Supplemental Declaration Annexation/De-Annexation to: (a) annex all or a portion of the Additional Property into the Project ("Annex Parcel") and subject such Annex Parcel to the provisions of this Declaration, and/or (b) de-annex a portion(s) of the Project ("De-Annex Parcel") from the Project and the provisions of this Declaration. Any Supplemental Declaration to annex an Annex Parcel shall specify the legal description of the Annex Parcel, attach the Site Plan for the Annexed Parcel, and provide for any additional covenants and restrictions applicable to such Annex Parcel. Any Supplemental Declaration for a De-Annex Parcel shall specify the legal description of the De-Annex Parcel, attach a Site Plan showing the De-Annex Parcel and provide that any easements granted over the De-Annex Parcel which benefit some or all of the Project shall remain in full force and effect from and after the recordation of the Supplemental Declaration for the De-Annexation Parcel.
- 10.2 Master Declaration. The Approving Owners shall have the right to amend and/or supplement this Master Declaration from time to time, including adjusting the Site Plan for some or all of the Parcels; evidence the Proportionate Share of Common Area Expenses allocated to each Parcel in the Project; add additional use restrictions and make any reasonable corrections and/or modifications to this Declaration.

ARTICLE 11 MISCELLANEOUS

11.1 Amendments. This Declaration may be amended only by the Declarant at any time on or before the Declarant Termination Date. After the Declarant Termination Date, the Declaration may only

be amended by mutual agreement of the Owners of the Parcels constituting at least sixty percent (60%) of the land area of all Parcels then existing within Project. All amendments shall be effective only when recorded in records of Valley County, Idaho.

- 11.2 Consent by Approving Owners. When Declarant no longer meets the definition of Approving Owner in Section 1.3 above, the "approval" or "consent" of the Approving Owners shall mean mutual agreement of the Owners of the Parcels constituting at least sixty percent (60%) of the land area of all Parcels in the Project.
- 11.3 Consent by Owners. In any instance in which any Owner (except the Approving Owners) shall be requested to consent to or approve any matter with respect to which such Owner's consent or approval is required by any of the provisions of this Declaration, such consent or approval or disapproval shall be given in writing, and shall not be unreasonably withheld, delayed or conditioned. To the extent that the consent of any of the Owners is required under this Declaration, the Owners shall have fifteen (15) days to provide notice of approval or disapproval of the item for which consent is required. The failure of an Owner to deliver notice of disapproval within such fifteen (15) day period shall be deemed approval thereof. If an Owner delivers a notice of disapproval, such notice shall state with reasonable specificity, the basis for disapproval.
- Notices. All notices, approvals, consents, requests, elections and other communications 11.4 required or permitted to be given under this Declaration (each a "notice") shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed duly given and received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed duly given on the date of mailing and shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; or (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed duly given on the date deposited with such service and deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service. Notwithstanding the foregoing, actual receipt of a notice, however given and from whomever received shall always be effective, and any notice given by a the attorney for Declarant, the Operator, or an Owner, shall, for all purposes, be deemed to have been given by such Declarant, the Operator, or such Owner, as applicable. Any notice to Declarant shall be addressed to the address set forth below, or at such other address as Declarant may specify from time to time by notice to the Owners, and notice to the other Owners shall be at the physical address of the Owner's Parcel, or at such other address as such Owner may specify from time to time by notice to the other Owners.

Declarant's Address:

Lake Fork 55 LLC Attn: Ryan Montoya 4688 N. Arrow Villa Way Boise, Idaho 83702

- 11.5 Termination of Declarant Rights. If there is no Declarant under this Declaration, any actions, consents or approvals granted or taken by Declarant prior to the termination of its rights under this Declaration shall remain in effect for so long as such rights were granted by Declarant and if no time period is specified for so long as this Declaration remains in effect.
- 11.6 Binding Effect. All of the limitations, covenants, conditions, easements, and restrictions contained herein shall attach to, be appurtenant to and run with the Parcels, and shall benefit or be binding upon the successors and assigns of the respective Owners. This Declaration and all the terms, covenants

and conditions herein contained shall be enforceable as equitable servitudes in favor of said Parcels and any portion thereof. Every person who now or in the future owns or acquires any right, title or interest in or to any Parcel or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, restriction, provision, condition and right contained in this Declaration, whether or not the instrument conveying such interest refers to this Declaration.

- 11.7 Waiver of Default. No waiver of any default by any Owner to this Declaration shall be implied from any omission by any other Owner to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by any Owner to or of any act or request by any other Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Owner by this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or if any other right or remedy at law or in equity which any such Owner might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by any such Owner shall not impair such Owner's standing to exercise any other right or remedy.
- Breach Effect on Mortgagee and Right to Cure. Breach of any of the covenants or 11.8 restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any Owner of any Parcel, or any part thereof, who acquires title by foreclosure or trustee's sale or by deed in lieu of foreclosure or trustee's sale. Notwithstanding any other provision in this Declaration for notices of default, the Mortgagee of any Owner in default hereunder shall be entitled to notice of said default, in the same manner that other notices are required to be given under this Declaration; provided. however, that said Mortgagee shall have, prior to the time of the default, notified the Owner hereto giving said notice of default of the Mortgagee's mailing address. In the event that any notice shall be given of the default of an Owner and such Defaulting Owner has failed to cure or commence to cure such default as provided in this Declaration then and in that event the Owner giving such notice of default covenants to give such Mortgagee (which has previously given the above stated notice to such Owner) under any Mortgage affecting the Parcel of the Defaulting Owner an additional notice given in the manner provided above, that such Defaulting Owner has failed to cure such default and such Mortgagee shall have thirty (30) days after said additional notice to cure any such default, or, if such default cannot be cured within thirty (30) days, diligently to commence curing within such time and diligently pursue such cure to completion within a reasonable time thereafter. Giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Owner so declaring a default other than to require that notice to the Mortgagee be given as provided herein.
- 11.9 No Partnership. Neither this Declaration nor any acts of the Owners shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, except as expressly provided herein or by separate written instrument signed by such Owner(s).
- 11.10 Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

- 11.11 Governing Law. This Declaration and the obligations of the Owners hereunder shall be interpreted, construed, and enforced in accordance with the laws of the state in which Project is located, without regard to conflict of law rules.
- 11.12 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Whenever required by the context of this Declaration, the use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.
- 11.13 Captions. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Declaration or any provisions hereof.
- 11.14 Estoppel Certificate. Each Owner shall upon not less than thirty (30) days from receipt of written notice from the other Owner (which shall not be more frequent than three (3) times per any calendar year) execute and deliver to such other Owner, a certificate stating: (i) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not the issuing Owner has received or provided a written notice of default to or from the requesting Owner in any respect to any default under this Declaration and if so specifying such default.

Such estoppel certificate shall act to estop the issuing Owner from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary.

In addition, the Operator shall upon not less than thirty (30) days from receipt of written notice from an Owner (which shall not be more frequent than three (3) times per any calendar year) execute and deliver to such other Owner, a certificate stating the amount of such Owner's Proportionate Share of Common Area Expenses and that date such Common Area Expenses have been paid to.

- 11.15 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Project to the general public or for the general public or for any public purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.
- 11.16 Time. All time periods in this Declaration shall be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Declaration shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in Valley County, Idaho, such act or notice shall be deemed timely if performed or given, or such notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in Valley County, Idaho, and any successive time periods shall be deemed extended accordingly. Time is of the essence with respect to each and every covenant and obligation under this Declaration.

- 11.17 Entire Declaration. This Declaration and the exhibits hereto contain the entire agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Declaration and exhibits hereto. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against any Owner.
- 11.18 Excuse for Non-Performance. Each Owner shall be excused from performing any obligation or undertaking provided in this Declaration, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage; inability to procure or general shortage of labor, equipment, facilities, materials or supplied in the ordinary course on the open market; failure of normal transportation; strikes, lockouts, action of labor unions; condemnation, requisition; laws or orders of governmental authorities or civil or military authorities; breach or default of the other Owners of any of its obligations hereunder; failure to obtain necessary governmental approvals or permits despite the exercise of due diligence and good faith efforts by an Owner, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Owner, other than the lack of or inability to obtain funds or causes which were reasonably foreseeable.
- 11.19 Mechanics' Liens. In the event any mechanics' liens are filed against the Parcel of any Owner, the Owner permitting or causing such lien to be filed hereby covenants either to pay the same and have it immediately discharged of record or to post a bond for the lien in the manner provided by law.
- 11.20 **Duration**. This Declaration and each term, easement, covenant, restriction and undertaking of this Declaration will remain in effect for a term of sixty-five (65) years from the recordation date hereto and will automatically be renewed for successive ten (10) year periods, in each event unless earlier amended or terminated in accordance with <u>Section 11.1</u>. The easements created in <u>Article 2</u> which are perpetual in nature shall survive the termination of this Declaration and shall exist in perpetuity subject only to extinguishment by the holders of such easements as provided by law.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the Effective Г

	DECLARANT:
	Lake Fork 55 LLC, an Idaho limited liability company
	By: Name: Its:
STATE OF IDAHO	}
County of) ss.)
This record was acknowledge, as	of Lake Fork 55 LLC.
	My Commission Expires

EXHIBIT A

Legal Description of the Project



EXHIBIT B

Site Plan



EXHIBIT C

Signage Criteria

[Need to discuss desirability of signage criteria.]



Deed and Legal

Instrument # 454288
VALLEY COUNTY, CASCADE, IDAHO
11-18-2022 09:33:15 No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW COM
DOUGLAS A. MILLER Fee: \$16.00
EX-Officio Recorder Deputy: KL
Electronically Recorded by Simplifile



Lake Fork 55 LLC 4688 N Arrow Villa Way Boise, ID 83703

WARRANTY DEED

File No.: 4106-3890022 (RR) Date: November 18, 2022

For Value Received, LF Land Holdings, LLC, an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto Lake Fork 55 LLC, an Idaho limited liability company, hereinafter referred to as Grantee, whose current address is 4688 N Arrow Villa Way, Boise, ID 83703, the following described premises, situated in Valley County, Idaho, to wit:

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

See attached Exhibit "A"

APN: RP17N03E033995

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

File No.: 4106-3890022 (RR)

Date: 11/18/2022

LF Land Holdings, LLC, an Idaho limited liability company

By: Kaizen Companies, Inc., an Idaho corporation, Its Member and Manager

Matthew Jones, President

STATE OF Idaho)
SS
COUNTY OF Ada)

This record was acknowledged before me on November 1074, 2022, by Matthew Jones as President of Kaizen Companies, Inc., an Idaho corporation as Member and Manager of LF Land Holdings, LLC, an Idaho limited liability company.

RUTH M RUBEL
COMMISSION #20428
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/24/2028

Signature of Notary Public My Commission Expires: _

3-24-2028

EXHIBIT A

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

A TRACT OF LAND LOCATED IN THE SW¼ OF THE SW¼, AND THE NW¼ OF THE SW¼ AND THE SW¼ OF THE NW¼, SECTION 3, TOWNSHIP 17 NORTH, RANGE 3 EAST BOISE MERIDIAN, VALLEY COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 3, 4, 9 AND 10, T. 17 N., R. 3 E.B.M.; THENCE N. 0°08′30″ EAST, 1102.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°08′30″ E., 1536.08 FEET TO A POINT WHICH IS THE CORNER COMMON TO SECTION 3 AND 4 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°51′30″ EAST 25.00 FEET TO A POINT; THENCE NORTH 0°08′30″ EAST, 193.51 FEET TO A POINT; THENCE SOUTH 87°51′30″ EAST, 238.00 FEET TO A POINT ON THE WEST RIGHT-OFWAY BOUNDARY OF HIGHWAY 55; THENCE SOUTH 13°50′00″ EAST, 1773.75 FEET ALONG THE WEST RIGHT-OF-WAY BOUNDARY OF HIGHWAY 55 TO A POINT; THENCE NORTH 89°51′30″ WEST, 692.09 FEET TO THE TRUE POINT OF BEGINNING.

SAVE AND EXCEPTING THEREFROM THE FOLLOWING TO-WIT: COMMENCING AT THE CORNER COMMON TO SAID SECTION 3, 4, 9 AND 10; THENCE N. 00°08'30" EAST ON A LINE COMMON TO SAID SECTION 3 AND 4, 1102.00 FEET TO A 5/8" STEEL PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ON SAID COMMON LINE TO SECTION 3 AND 4, NORTH 00°08'30" EAST, 334.79 FEET TO A 1/2" STEEL PIN; THENCE SOUTH 89°51'30" EAST, 608.78 FEET TO A 1/2" STEEL PIN ON THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY 55; THENCE SOUTH 13°50'00" EAST ON SAID WESTERLY RIGHT-OF-WAY, 345.00 FEET TO A 5/8" STEEL; THENCE NORTH 89°51'31" WEST, 692.09 FEET TO THE TRUE POINT OF BEGINNING.

ALSO SAVE AND EXCEPTING THEREFROM THE FOLLOWING TO-WIT: COMMENCING AT A BRASS CAP MARKING THE ¼ CORNER COMMON TO SECTIONS 3 AND 4, T. 17 N., R. 3 E.B.M., VALLEY COUNTY, IDAHO, THE TRUE POINT OF BEGINNING;

THENCE S. 89°50′57″ E., 25.00 FEET TO A 5/8" REBAR; THENCE N. 0°09′03″ E., 193.51 FEET TO A 5/8" REBAR; THENCE S. 87°50′57″ E., 238.88 FEET TO A 5/8" REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55; THENCE S. 13°49′10″ E., 100.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE S. 63°54′25″ W., 320.97 FEET TO THE LINE COMMON TO SAID SECTIONS 3 AND 4; THENCE N. 0°09′03″ E., 53.80 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE WEST ¼ CORNER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO; THENCE S. 00°08'53" W., A DISTANCE OF 53.80 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 3 TO A ½ INCH REBAR, THE REAL POINT OF BEGINNING; THENCE CONTINUING S. 00°08'53" W., A DISTANCE OF 334.00 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE LEAVING THE WEST BOUNDARY OF SAID SECTION 3, S. 89°51'07" E., A DISTANCE OF 326.74 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE N. 13°48'53" W., A DISTANCE OF

378.90 FEET TO 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE N. 76°11'07" E., A DISTANCE OF 7.00 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE N. 13°48'53" W., A DISTANCE OF 77.07 FEET TO 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE S. 63°54'20" W., A DISTANCE OF 249.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT A BRASS CAP MARKING THE WEST 1/4 CORNER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO; THENCE. S. 00°08'53" W., A DISTANCE OF 53.80 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 3 TO A 1/2 INCH REBAR; THENCE. N. 63°54'20" E., A DISTANCE OF 249.20 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP, THE REAL POINT OF BEGINNING:

THENCE, CONTINUING N. 63°54′20″ E., A DISTANCE OF 71.64 FEET TO A 1/2 INCH REBAR ON THE WEST RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 55, THENCE, ALONG SAID RIGHT-OF-WAY BOUNDARY, N. 13°48′53″ W., A DISTANCE OF 70.01 FEET TO A 1/2 INCH REBAR WITH A PLASTIC CAP, THENCE, LEAVING SAID RIGHT-OF-WAY BOUNDARY, S. 65°44′15″ W., A DISTANCE OF 71.18 FEET TO 5/8 INCH REBAR WITH A PLASTIC CAP, THENCE, S.

13°48'53" E., A DISTANCE OF 72.34 FEET TO THE POINT OF BEGINNING.

ITD Permit



District 3 Right-of-Way Encroachment Permit Cover & Inspection Form

ELEVATE DEVELOPMENT GROUP 4688 N. ARROW VILLA WAY BOISE, ID 83703

PERMIT # 3-23-160 PART A
ROUTE SH-55
MILE POINTS 138.89
EXPIRATION 11/18/2023

ITD CONTACT:

Toni Walker - Cell 208-807-3928 or toni.walker@itd.idaho.gov

Work Description: Permitting new commercial approach once permitted, should the use of the parcel change causing any increase in trip generation, or the parcel be split, property owner will need to re-apply for access at that time.

Email Permit number and route start date request a minimum 5 business days in advance to the above ITD contact. Email correspondence shall reference the permit number in the subject line. Keep email of approved start date onsite with permit. If needed, request to meet on-site to review the project and permit requirements.

- Submit material certification prior to placement.
- Submit Mix designs for asphalt/concrete, if applicable, 14 days in advance to ITD for review and approval.
- It is expected that the traffic control will be set up per the approved traffic control plan to ensure both public and workers safety. In the event an inspection is done and the traffic control setup does not meet the approved traffic control plan, the permit holder will be asked to fix the discrepancies. If the permit holder fixes the traffic control, this will be considered a warning. If another inspection happens and the traffic control setup does not meet the approved traffic control plan again, the permit will be pulled until a meeting can be held with all parties to fix the discrepancies. Possible discussion points at the meeting would be what steps the permit holder will do to ensure the discrepancies will not happen again, and possibly what, if any, funds will need to be added to the permit to cover additional permit inspection costs. If required, the inspection costs could be as much as \$400 per week.

Prior to completion:

- Prepare all required documentation, including As-Built submittals.
- Send a notification email to the ITD Foreman that work is complete and schedule to meet on-site for Inspection, all documentation must be available for inspection, list permit number on each sheet

ITD Use Only:

□Yes □No	Was Traffic Control Set up and Removed per plan
□Yes □No	Did you receive contact information for emergencies
As ITD's repres	sentative; I accept that the work was completed.

ITD Authorized Representative Signature	Date	
X		

District 3 General Provisions

Work time restrictions & Temporary Traffic Control (TTC):

No Weekends - no lane restrictions will be allowed from 12pm (noon) Friday until 12pm (noon) Monday

- X Yes District 3 has accepted a TTC plan with the issuance of this permit.
- □ No TTC plan has not been accepted and must be submitted for acceptance prior working in ITD right-of-way
- □ NA TCP not required for this permit. Permitting existing/non-conforming approach

Positive separation shall be used within the clear zone when trench depth is more than 2 feet deep.

Traffic Control must be erected and maintained to meet: Manual on Uniform Traffic Control Devices (M.U.T.C.D) and Work Zone Safety and Mobility program, both as adopted by the State of Idaho, TTC plan must be on-site and available for inspection during traffic control set up and removal. Hours may be modified by ITD Foreman or his assigns.

Notice of Responsibility:

- Issuance of permit shall serve as a temporary permit to construct and does not constitute approval or acceptance.
- Permittee shall be responsible to contact ITD as shown in permit packet.
- Final acceptance for approaches and public streets shall be by signed inspection with supporting documentation.
- Final acceptance for all other encroachments shall be determined after work has been completed as acceptable by ITD.
- All permit work is subject to required documentation and/or inspection.
- Permit is not exclusive and shall not prohibit the State from using any of its highways, streets, or public places or affect its
 right to full supervision and control over all or any part of them.
- ITD may revoke, amend, amplify, or terminate permit or any of the conditions herein enumerated if the permittee or its
 contractors fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful
 or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted
 is not installed or operated and maintained in conformity herewith.

511 Traveler Information

email ITDD3-511ReportNotification@itd.idaho.gov (cc) the ITD contact on the front page and itdd3permits@itd.idaho.gov Include in subject line ITD permit #, inform of: dates of work, start time, end time, route affected, mile points, direction of travel for lane closure, type of traffic control, additional comments.

Safety & Work Zone Practices

All operations shall comply with ITD - Work Zone Safety and Mobility program as adopted by the State of Idaho, (OSHA) regulations as enacted by The United States Department of Labor Occupational Safety and Health Administration, and MUTCD. All workers within the highway right-of-way who may be exposed either to traffic or to construction equipment within the work area shall wear high-visibility reflectorized safety apparel that is intended to provide conspicuity during both daytime and nighttime usage, and meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication and MUTCD (6E.02).

Damages

The Permittee shall be responsible for damages caused during permit activity and guarantee workmanship for 2 years after completion. Damages must be reported to the area Foreman immediately. Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.

Expeditious

Prior to beginning construction within State right-of-way, sufficient labor, material and equipment shall be at the job site to expediently complete the project. Completion shall not be delayed by work planned or otherwise scheduled to be completed outside of the State right-of-way and should be planned and coordinated independently. All ITD permitted work shall be completed and available for final inspection within 30 days from commencement. Work that cannot be completed within 30 days, or expediently as determined by ITD, shall have a critical path timeline prepared by the permittee for ITD review and acceptance prior to commencement.

Addendums

Any addendum "change order, alteration or modification" to this permit or any of its terms or conditions, must be authorized and signed by an ITD authorized representative. Addendum shall be on-site and available for inspection (with original permit) during construction activities. Addendum will be filed on record along with permit at ITD District 3 Traffic Section.



Excavation & Paving Provision

Applies to work under ITD encroachment permit that includes any operation in which earth, rock, or other material in the ground is moved or otherwise displaced by any means including, but not limited to: location and installation of utilities, site preparation, approach / roadway construction, grading, trenching, boring, landscaping, and restoration.

Specification - All work within ITD right-of-way shall be in accordance with: Idaho 2018 Standard Specifications for Highway Construction, supplemental, latest editions, excepting the details listed within.

Construction – Shall be in accordance with: accepted stamped engineered drawings or drawings referencing ITD standard drawings to the specification listed above. Contact ITD for any conflict in plans, all work shall meet the satisfaction of the ITD, District Three Engineer. All costs associated with permit are at the expense of the permit holder. ITD will not pay or reimburse costs associated with work completed under encroachment permit.

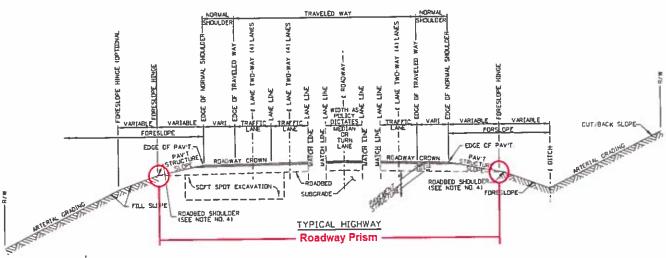
811 Underground Facility Damage Prevention - Call 8-1-1 Digline the one-number notification system. Digline notification must be made a minimum of 2 business days prior to excavation per Idaho Code 55 Chapter 22.

Digline will not notify ITD to mark facilities! There may be ITD owned underground facilities present within the permit work area. For electrical locates, contact Jeff Crider at (208) 803-2756 or email ieff.crider@itd.idaho.gov (5 business days prior to commencing work). All other ITD facilities contact the area Foreman. Excavators shall not excavate until all known facilities have been marked.

Utilities

Utilities shall be installed to meet the Guide for Utility Management as adopted by ITD. Minimum depth of cover below the roadway surface and within roadway prism shall be at least 4 feet, except for Interstate highways the minimum depth shall be 5 feet. Everywhere else depth of cover shall be at least 3 feet, except for pipe siphons that shall be installed in accordance with ITD Standards. ITD may approve location for underground facilities with less than minimum depth of cover provided the top of the facility does not project above the highway subgrade. Underground utilities shall be installed to preclude any necessity for disturbing the highway to perform maintenance or expansion operations. New utilities shall be designed and placed as close to edge of rightof-way as possible. All Utilities shall bundle with other Utilities whenever possible. Utility abandonment is prohibited without prior authorization by ITD Engineer; conduits greater than 1" diameter shall be filled with a controlled density fill per ITD standard.

Roadway Prism defined as: The engineered/structural portion of the highway, which includes the pavement structure plus the area between the roadbed shoulders or back of curb, extending downward and outward at the slope of 1.5H: 1.0V to the intercept of natural ground, removal limit, or slope of embankment keying benches. Included elements are the roadway pavement structure, embankment fill, foundations for embankment, and soft spot excavation/backfill. Embankment fill outside of the 1.5H: 1.0V slope is not considered part of the roadway prism. (See standard drawing ITD Roadway Nomenclature Location & Examples as attached)



As-Built drawings

Subject to all ITD encroachment permits - shall apply when work consists of the exposure, installation, or modification of pipe, conduit, cable, or other utility conveyance. Overhead utilities are excluded from this requirement except for new pole or structure placement. Compaction effort is also included with this submittal where 3rd party reporting is not required.



- Document precise location any utility placed or encountered within work area. Reference utility location from the highway centerline or edge of right-of-way, dimension horizontal, vertical and/or depth. Include utility type, size, and quantity.
- Submittals should be as "plan and profile" format, other methods may be accepted with prior authorization. Submittals
 may be in the form of: (GIS) geo-referenced spatial data bore logs, drawn/sketched by knowledgeable personnel, or
 prepared as-constructed drawings by a licensed Engineer.
- Compaction effort and method: list type of equipment used, number of passes, estimated percentage of compaction.

Certification and Materials

Materials - shall be documented and submitted for approval a minimum of <u>14 business days prior</u> to the planned placement on form *ITD 0862*.

- All materials shall be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request.
- Weight tickets shall be provided with each load of material identifying the material type and to certify the material properties.
- Acceptance shall be in accordance with ITD Quality Assurance (QA) Manual.
- ITD will accept materials for use based on the manufacturer's certification in accordance to section 700.

Mix designs - shall be submitted for approval a minimum of 14 business days prior to the planned placement.

Testing & Compaction - when required from the guidelines listed in this provision testing and compaction reports shall be performed by a 3rd party qualified commercial material inspection laboratory, using WAQTC qualified personnel. Certification must be submitted prior to ITD Final Acceptance.

- In-Place density and moisture content of soil and soil aggregate by nuclear methods shall be required for traveled way paving.
 Documented on form ITD 0850
- Small quantities will be accepted by certification per the QA Manual section 270.04 Acceptance of Small Quantities
- Excavation and Embankment shall meet the testing requirements of section 205 Classes of Compaction and Density Requirements.
- Granular Subbase shall meet the requirements of section 301 Granular Subbase.
- Traveled way paving, intersection paving, and paving at intersection radiuses, cores are required in accordance with Standard Specification 405.03L for in-place density acceptance. A minimum of one core shall be required for small quantity paving in these locations.
- Small quantity pavement and soil / aggregate that <u>do not require testing</u> by cores for in-place density or in-place density by nuclear methods include small patches, utility repairs, residential / field approach, and pavement placed outside the traveled way. The ITD Engineer may elect to require samples and tests for small quantities at any time.
- All testing shall be documented with field or test reports and submitted to the permit coordinator. ITD retains the right to perform confirmation testing.

Excavation - Inside Roadway Prism

DESCRIPTION: This work shall consist of excavating along or within the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area, restoring the paved surface; and then restoring other disturbed areas to their original condition.

Materials – see Certification and Materials, Lean Concrete Backfill, Earthwork and Bases, Surface Courses and Pavement Construction Requirements:

Backfill - Lean Concrete Backfill (see lean concrete backfill) shall be required unless prior acceptance has been authorized and documented by ITD.

Lean Concrete shall be placed so as to avoid segregation of the mixture. The material shall be allowed to set for a minimum of 2 hours before the permanent Hot Mix Asphalt surfacing is placed. **No compaction, vibration or finishing is required for lean concrete.**

Excavation - Outside Roadway Prism

DESCRIPTION: This work shall consist of excavating outside the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area; then restoring other disturbed areas to their original condition.

MATERIALS – see Certification and Materials and ITD Standard Drawings as attached

CONSTRUCTION REQUIREMENTS:

Compaction – The use of sufficient compaction effort and equipment shall be documented on As-built drawing submittal. Compaction shall be sufficient to avoid settlement for a period of 2 years.

Backfill – typically native soil however shall conform to the more restrictive of: accepted engineered stamped plans, ITD Roadway Plan Sheet, or as directed by the ITD. Note: Super Elevated or curved embankments may have special requirements of the ITD Engineer. Excavation in areas that include inside and outside the roadway prism shall conform to the specification at each respective location.



Bell-Holes & Pot-Holes

Description: - This work shall consist of excavating for the locating of utilities;

Restoration shall conform to the detail specifications of *Excavation Inside / Outside Roadway Prism*. The Permittee shall be responsible for any defect in the restoration at the pot-hole location for a period of two years. The maximum allowable settlement shall be ¼ inch as measured with a 10 foot straight edge.

Pot-Holes are defined as twelve inches by twelve inches (12"X12") and smaller.

Bell-Holes are defined as a hole larger than twelve inches by twelve inches (12"X12"), but less than five feet by six feet (5'X6').

Lean Concrete Backfill

Lean Concrete Backfill shall conform to these approximate materials proportions for 1 cubic yard:

Portland cement: 94 lbs.

Coarse Aggregate for Concrete-Size 1: 2,600 lbs., per subsection 703.02:

Fine Aggregate for concrete: 800 lbs. per subsection 703.02

Water: 30-46 gallons. Water content given is a maximum and may be reduced. Care shall be taken to assure that excess water is not present in the mixing drum prior to charging the mixer with materials. Thorough mixing will be required prior to discharge.

Earthwork and Bases sections 200-300

Materials & Testing-see Certification and Materials

Minimum depth 0.5' (6") - %-inch Untreated Aggregate type "A" or "B"

Minimum depth 1.45' (17 13/32") - Granular Sub base

Geotextile (filter fabric) shall be placed between the subgrade and the subbase in accordance to section 718.07 the geotextile shall be Type III

Construction notes:

Excavate soft spot material and repair soft spots so the subgrade meets compaction and density for Class A compaction as specified in 205.03F

Surface Courses and Pavement section 405

Materials & Testing - see Certification and Materials

Minimum depth .45'- Superpave Hot Mix Asphalt SP3 ½ -inch nominal maximum aggregate, using PG 64-34 Binder or better include 0.5% anti-strip additive in accordance to subsection 405

Construction notes:

- Pavement density cores shall be required for all traveled way paving. Core samples shall be tested in accordance to 405.03L (<u>includes traffic lanes and shoulders</u>) excludes: approaches where traffic lanes are not included and pavement placed outside the traveled way. Additional locations for samples may be required at the discretion of the ITD Engineer.
- 2. Removal of existing pavement within wheel path shall require a <u>full lane-width</u> repave \$\psi\$ (12'min.) to a length sufficient to achieve surface smoothness conforming to Section 405 Superpave Hot Mix Asphalt.
- 3. Repave of excavated trench shall be a minimum 15' in both directions (15') ↔ (15') of the traveled way measured from the trench wall, and shall extend beyond the wheel path at intersections and turn lanes.
- 4. Surface smoothness will be checked with a 10' straight edge to verify it conforms to Section 405 Superpove Hot Mix Asphalt. The contractor shall be required to repair any areas to meet the required surface smoothness.
- Existing plant mix shall be saw-cut to neat lines; no wheel or jackhammer cutting shall be permitted. The sawed joints shall be perpendicular and longitudinal to centerline of the roadway with exception to "curb return" radii may be cut to neat 45 degree angles.
- 6. The longitudinal joints shall be located close to a lane line, after final striping, and shall not be located in the wheel path areas of the lane(s).
- 7. Prior to the placement of Hot Mix Asphalt, any temporary base or plant mix shall be removed, replaced with new material, and compacted to achieve the specified depths.
- 8. Treat the entire cut face of existing plant mix with a tack coat in accordance to section 401 and 405.03I
- 9. Superpave Hot Mix Asphalt shall be placed in accordance with Section 405.
- 10. Joining new asphalt to existing pavement (pave-back) should be keyed to avoid a vertical split or separation in pavement.
- 11. Temporary cold-mix asphalt surfacing may be used in conjunction with the lean concrete backfill to accommodate traffic within the first two (2) hours of backfill placement, prior to completing the permanent repair.
- 12. At the Contractors option, the trench may be temporarily filled with lean concrete backfill to the level of the adjacent pavement to accommodate traffic until permanent patching can be accomplished. The lean concrete backfill shall be removed to the level of the bottom of the base course prior to placing the permanent base and Superpave Hot Mix Asphalt.
- 13. Superpave Hot Mix Asphalt patching shall be completed within 24 hours after completing base course compaction. Traffic shall not be allowed on the permanent backfill or base prior to paying.



14. The permanent repair shall be completed within 48 hours, unless other arrangements have been made with ITD, District Three -Operations Manager.

Additional Notes:

- 1. Bedding Material Bedding material shall consist of ¾" Untreated Aggregate for Base, Type "A". It shall be placed as shown in the attached typical section or in layers at a maximum lift thickness of 6 inches and in accordance with ASTM D2321.
- Geotextile (Filter Fabric) Geotextile shall be accepted in accordance to section 718. If geotextile (filter fabric) is encountered while excavating, work shall cease, the ITD area maintenance Foreman shall be notified. The geotextile shall be required to be repaired. The repair shall consist of cutting out and replacing all the damaged material. The new geotextile material shall overlap the existing material a minimum of two (2) feet and be properly attached to the existing material.
- 3. Markers are required at each Right of Way line for all crossings, and at 500' intervals for utilities buried along the shoulder. Closer spacing will be used in urban areas. Plastic ribbon is required in addition to the markers and should be installed at least one foot above the utility being marked. Plastic ribbon is not required on crossing where the utility is jacked under the roadway
- 4. Structure Excavation Excavation shall meet the requirements of Section 210 Structure Excavation and Compacting Backfill. Material shall be removed from the trench as shown in the attached typical section.
- 5. Trenches / Splice Pits shall not be left open or exposed overnight without proper traffic control and safety devices in place.
- 6. Monuments Idaho Statute 54-1234 If any person shall willfully deface, injure or remove any signal, monument, building or other object set as a permanent boundary survey marker by a registered, professional land surveyor, he shall forfeit a sum not exceeding five hundred dollars (\$500) for each offense, and shall be liable for damages sustained by the affected parties in consequence of such defacing, injury or removal, to be recovered in a civil action in any court of competent jurisdiction. Idaho Statute 18-7021 Every person, not the owner thereof, who willfully mars, disfigures breaks or otherwise injures, or molests, removes or destroys, any work of art, monument, landmark, historic structure, shade tree, shrub, ornamental plant, or useful or ornamental improvement, is guilty of a misdemeanor.
- 7. Landscaping The permit holder shall return to original condition and re-seed all areas disturbed. Berms and/or fences will not be permitted. Only flowers, grasses and shrubs with a mature height not to exceed three (3) feet or trimmed with no sight obstructions between three (3) feet to five (5) feet in areas with a posted speed limit of 35 M.P.H or less, and three (3) feet to seven (7) feet in areas with a posted speed limit above 35 M.P.H. will be allowed within the sight triangle at corners and the safety clear zone of the State Highway. Landscaping shall be short enough or trimmed so it doesn't interfere with State Highway signs. No rocks over four (4) inches maximum size. Sprinkler heads shall be no closer than five (5) feet from the pavement edge and adjusted to not cause water to cover any part of the highway surface. IDAPA Rule 39.03.42, # 13. Drainage, B. Landscaping irrigation systems shall not disturb, obstruct, or add to the normal drainage patterns of the State highway right-of-way. No new ditches shall be constructed without prior approval. Landscaping, farming, and irrigation systems shall not interfere with utility installations, removals, or operations.

References and Standards Publications

Idaho 2018 Specification for Highway Construction ITD 2018 Quality Assurance Manual Idaho Guide for Utility Management **ITD** manuals Digline

OSHA

https://apps.itd.idaho.gov/apps/manuals/SpecBook/SpecBook18.pdf https://apps.itd.idaho.gov/apps/manuals/QAm/QA Searchable 2018.pdf http://apps.itd.idaho.gov/apps/manuals/UtilityMgmt/gum_cover.pdf http://apps.itd.idaho.gov/apps/manuals/manualsonline.html

http://www.digline.com/ https://www.osha.gov/



Instructions For Completing ITD 2109, Right-of-Way Encroachment Application And Permit - Approaches or Public Streets

Idaho Transportation Department

Note: An incomplete application will delay processing.

You may be able to expedite the application process and reduce site designing and engineering costs by requesting a pre-application conference with the Idaho Transportation Department (ITD). Contact your local ITD District Office and ask to speak with the Permits Coordinator to schedule a meeting.

District 1	District 2	District 3	District 4	District 5	District 6			
600 W. Prairie Ave.	P.O. Box 837	8150 Chinden Blvd.	216 S. Date St.	5151 S. 5th Ave.	206 N. Yellowstone Ave.			
Coeur d'Alene, Idaho	Lewiston, Idaho	Boise, Idaho	Shoshone, Idaho	Pocatello, Idaho	Rigby, Idaho			
83815-8764	83501-0837	83714-8028	83352-0820	83205-4700	83442-0097			
(208) 772-1200	(208) 799-4300	(208) 334-8300	(208) 886-7800	(208) 239-3300	(208) 745-7781			
Counties served: Benewah, Bonner, Boundary, Kootenai, Shoshone	Counties served: Clearwater, Idaho, Latah, Lewis, Nez Perce	Counties served: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley, Washington	Counties served: Blaine, Camas, Cassia, Custer, Gooding, Jerome, Lincoln, Minidoka, Twin Falls	Counties served: Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power	Counties served: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton			

- Use one form for each requested approach. The form initially serves as an application for a connection between an
 adjacent property and a state highway. If approved, the completed form becomes a permit for the state highway
 connection.
- 2. Please print (in ink), type, or complete the application in Microsoft Word and print the form.
- 3. Read and understand these instructions and all of the General Requirements on the form. These requirements apply to all approach permits and if you are granted a permit; you must adhere to each of them. Additional permit-specific provisions may be a part of any approved permit, and you will be given the opportunity to review them prior to accepting your permit.
- Complete each item in the shaded area under "Applicant Information" and "Request Details."
- 5. Include the following with your application:
 - a. Non-refundable application fee (ranges from \$50-\$100 please confirm the applicable amount with ITD).
 - b. A copy of the latest deed of record which identifies the property owner and provides the legal description of the property abutting the State Highway Right-of-Way where the proposed access is being requested. If ownership of the property changes during the permit process, a new form must be submitted with the new ownership documentation.
 - c. Photographs of the proposed driveway location, including one looking each direction along the highway from the proposed location. Digital photographs are acceptable.
 - d. Plans or drawings as follows:
 - i. For agricultural, single-family, or joint-use approaches, include an 8 ½" x 11" or 11" x 17" drawing showing the location of the proposed access on your property which is shown in relation to property lines, highway, existing and proposed buildings. A second drawing or map should be included that shows the location of your property in relation to other roads and landmarks. Show all dimensions, mark which direction is north and if possible, draw to scale. Include copies of any easements or agreements with adjacent property owners.
 - ii. For commercial, multi-family, subdivision, or public street approaches, include a site/plot plan, grading and drainage plans. Show the parcel layout, proposed lots, dimensions, north arrow, building locations and sizes, parking, internal drive aisles, street layouts, etc. A second drawing or map should be included that shows the location of your property in relation to other roads and landmarks. Show all dimensions, drawn to scale. Include copies of any easements or agreements with adjacent property owners.
 - e. Unless the requirement is waived by the District Engineer, a Traffic Impact Study shall also be required when a new or expanded development seeks direct access to a state highway, and at full build out will generate one hundred (100) or more new trips during the peak hour, the new volume of trips will equal or exceed one thousand (1000) vehicles per day, or the new vehicle volume will result from development that equals or exceeds the threshold values in Table 2. The Traffic Impact Study is created by a licensed engineered in the State of Idaho at their cost.



Table 2						
LAND USE TYPE	THRESHOLD VALUE					
Residential	100 Dwelling Units					
Retail	35,000 square feet					
Office	50,000 square feet					
Industrial	70,000 square feet					
Lodging	100 rooms					
School (K-12)	All (Sections 67-6508 & 67- 6519, Idaho Code)					

- 6. Transportation Impact Study (TIS). Details regarding the required contents of a TIS are available from the District Permits Coordinator or District Traffic Engineer after your application is received:
 - a. ITD will review the application for completness. The application will then be discussed internally with staff. Your request may be approved, approved with conditions, or denied. If there are any unusual conditions that need to be met, ITD will contact you in advance.
 - b. Once the application is approved and signed by ITD, the application becomes your **permit** to begin work. ITD will send your approved permit by email and the original by USPS.
 - i. All work under the permit shall be completed within one year from the date that the Department issues the permit to begin work. Applicant may request, in writing, one, 6 month extension prior to expiration of the permit. For large developments the ITD District Engineer may, at their discretion, extend the expiration date.
 - ii. If permittee does not agree with all conditions in the approved permit they may send a written notice to ITD to cancel the permit or negotiate new terms.
 - iii. All permitted work shall be completed and available for final inspection within thirty (30) days after construction begins, unless otherwise stated in the special provisions of the permit.
 - iv. After construction is completed you must notify the ITD Maintenance Foreman for final inspection of the permitted work. The contact information for the foreman will be included in your permit package.
 - v. Permit will be considered temporary until final approval by the ITD.
 - vi. Failure to complete all work in accordance with the requirements of the permit and receive final approval within the allotted time will render the permit null and void.
 - vii. Only Changes in deeded access will be recorded with the County following the final approval by ITD. You will receive a copy of the recorded document which should be retained for future reference.
 - c. If your application is denied, you will be notified by certified mail. The reason(s) for the denial and the process for appealing the denial will be outlined in the letter you receive.
- 7. If your application is approved, your signature indicates you understand the following:
 - a. Approaches shall be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the Highway Right-of-Way. A list of all prohibited uses of ITD Right-of-Way is available in I.D.A.P.A. 39.03.42.
 - b. Any permit or privilege granted under an ITD 2109 shall not be deemed or held to be an exclusive one and shall not prohibit the state from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them. ITD reserves the right to add, remove, modify, repair, or relocate any encroachment(s) or appurtenance(s) within the Highway Right-of-Way which currently exists or has been authorized by this permit, to accomplish the relocation, reconstruction, widening, or maintenance of the highway and/or to improve safety or mobility on or adjacent to the highway system.
 - c. Any traffic control features or devices in the State Highway Right-of-Way, such as islands, median openings, traffic signals, illumination, and other traffic control devices required as a condition of a permit, are not an integral part of the approach authorized by the permit and as such shall become property of the State upon final inspection and approval by ITD. ITD reserves the right to change these features and devices in the future in order to promote safety and/or mobility within the State Highway Right-of-Way. Expenditure of monies for purchase or installation of said features or devices shall not create an ownership interest in the features or devices.





Right-of-Way Encroachment Application And Permit Approaches Or Public Streets

ITD 2109 (Rev. 05-18) itd.idaho.gov

ITD Permit Application Number 3-23-160 Part A

For ITI	D Use															
Project Number From ITD Highway Plan				0	ate Appl	ication Re	ceived	l			In City Lin	nits				
FAP-1	30-A								_		_	Yes				
Route		Segment			C/L Milepost					C/L Station						
SH-55	5	001990			- 1	38.89		∐ Ri	_	Left		263+79		Righ		Left
Traffic Ir	mpact Stu	dy Required		Apprais					Number	of Lane	S		1,		Purchased	
☐ Yes		No		Ye	_	X No			2				<u>'</u>] Yes	<u> </u>	No
Distance	e From Ne	arest Approac	h (Both	sides, b	oth dire	ections of	roadway))								
Same	: Rt 604	' Lt 535 <u>'</u> Ad											- 1.6		E 1 . 14'	· · · · · · · · · · · · · · · · · · ·
Site Dis	tance		Rea	son if Re	stricted	to Right	Or Left				Culvert		l.	-		nimum Size
Right	>800	Left >800	N/A	Α							X Ye	<u> </u>	40 D	ia. 14	<u>"</u>	Length
Applic	ant Inf	ormation	(Pleas	se Prin	t or T	ype)										
		e (Printed)					ddress or	P.O. E	Box	Ci	ty				State	Zip Code
		opment Gro	oup, Ll	C		4688 N	. Arrow	Villa '	Way	В	oise				ID	83703
		f available)						Dayt	ime Phone	Numb	er		Alterna	ate Ph	one Numb	per
Property	y Owner's	Name (Printe	d)	F	ropert	y Address	s and TAX	(ID N	ımber	City (f in city lic	nits)	-	Co	unty	
		ngs LLC		1	NKA -	Parcel	RP17N	03E0	33995	McC	all				alley	
Nearest	t Public St	reet/Road	Curren	t Proper	ly Use		Current	Zoning			Proposed	Property	Use		roposed 2	
Highw	ay 55		Vaca	nt			Rural I	Land			Industri	al			Commer	cial/Industrial
How is	Access C	urrently Gaine	d?			Prop	erty Owne									
Off of	Highwa	y 55					es	⊠ No	o If Y	es, De	escribe					
Requ	est Deta	ails														
Is this a	new app	roach?	s this a	tempora	ry appr							approach				
✓ Ye	s 🗔	No [Yes		No] Location	on	☐ Wid	th	Use	□R	emove	e [Cons	olidate Multiple
	Approac					ach Req										
		property line)			gricult				lential	_	Joint Us		MF R		ential	
30 fee					ubdivi		Cor				Public S	treet	Othe	r		
Additio	nal inform	ation you wou	ld like 17	D to be	aware	of - Attac	h addition	al she	ets if nece	ssary.	\ T	he legativ	on in o	liono	d with t	no entrance
This a	pplicati	on is for En	trance	2, Whi	ch is t	ne sou	ın entral	nce (s	see alla	ees w	ith a 33	degree s	skew to	n the	south.	ne entrance Comments from
the IT	n acros	plcation me	etina	and re	view a	are atta	ched.	eu at	Jo degi	000 11		409,00				
uicii	D picar	pication	Journa	u												
	Constr	uction Cor	tracto)r			7	Pho	ne Nur	nber		E-Mai	Addr	ess		
	TBD											1				
Contacts		Control Co	ontrac	tor			-	Pho	ne Nur	nber		E-Mai	l Addr	ress		
jta		COHILO C	טווומט	iUI				110	no rau							
0	TBD				, ,			<u> </u>				Design	4 December	-41		
	Traffic	Control Pl				Projec	ted Sta	in Da	ite			Projec	ו טערו	สแบก	1	
	Yes No															

List any conditions of approval
Permitting new commercial approach once permitted, should the use of the parcel change causing any increase in trip generation, or the parcel be split, property owner will need to re-apply for access at that time.
List reason(s) for denial recommendation

Acceptance and Approval to Work

ITD Permit Application Number 3-23-160 Part A

By signing this permit, the permittee or his authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Property Owner/Authorized Representative's Signature	Company Name (If applicable)	Phone Number	Date
x / /	Elevate Development Group, LLC		08/10/2022

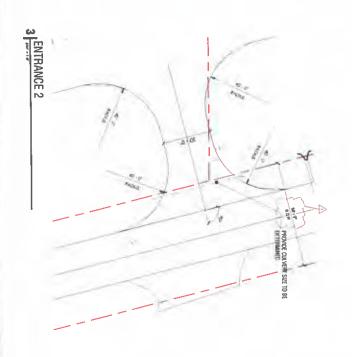
Subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right-of-Way.

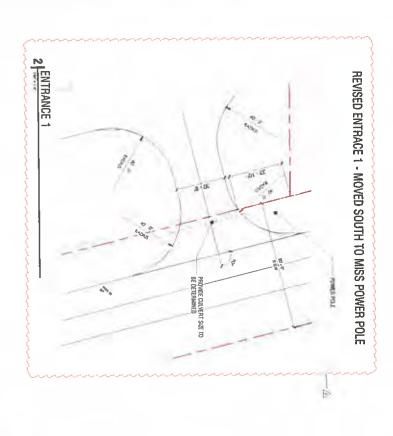
- 1. The original permit or a copy must be kept on the job site whenever work is taking place.
- 2. No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.
- 3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed. All traffic control devices shall conform to the most current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Equipment or materials left within the Highway Right-of-Way when work is not taking place shall be delineated and protected with appropriate approved traffic control devices.
- 4. All work within the State Highway Right-of-Way shall comply with the requirements of the ITD Workzone Safety and Mobility Policy. Copies available from ITD upon request.
- 5. All work herein permitted shall conform to current government and industry standards, including Americans with Disabilities Act, and shall be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.
- 6. Work done under this permit shall be constructed in a manner that shall not cause water to flow onto the roadway or shoulder. and shall not interfere with the existing drainage on the State Highway System or any adjacent drainage system.
- All utilities shall be installed under culverts.
- The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required.
- 9. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state Right-of-Way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, and/or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.
- 10. ITD shall be reimbursed by the permittee for any additional inspection required to insure compliance with the conditions of this permit. Inspection fees will be based upon inspection time including travel from the ITD facility and charged at rates commensurate with industry standards.
- 11. Upon completion of the permitted work, any disturbance of the highway, Right-of-Way, and/or traffic control devices shall be restored to the satisfaction of ITD including the removal of all rubbish and debris and may include seeding, planting and grading.
- 12. Any encroachment that is found to be in non-compliance with the terms of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or his authorized representative.
- 13. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
- 14. Changes in the use as defined in I.D.A.P.A. 39.03.42, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.
- 15. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.



1 size rus







BUILIDNG 1 SPEC1 BUILDING 3 BUILDING 2 SPEC 4 SPEC 3 BUILDING SIZES: =15,000 SF =10,277 SF =10,277 SF =68,554 SF =15,000 SF STIE PLAN ESDERIA, NOTES

1 821 DA, Diamed Not Mart 19 COSTRUCTO: CONTRACT LATE LAS SHIDS
pace to sold values comply often west.

2 821 CAR, Diamed Not AL, Spierre, Shir Sidney, TUTY COMMICTION,
defraged value, Till, services of Sportward & Stick sold:
defraged value, Till, services of Sportward & Stick sold:
defraged value (stick sold) and mediation and finantics
power left is Sportward.
4 881 ELCHINL, DIAMED AND STICK SHIP COMMICTORS. - MEDISALTON SOUND STILL
4 RECEIPTION. DIMERSIONS AND FROM MECH OF CAMPA SMALESS OTHERWISE WOTED
 COMPLET ALL PREMIEW MODE DRAWNS TO SMACHROCIAGO CHICHMACE THETHER
 COMPLIANT WITH SMALESSA. NOIL HAS ROLL PLANT O DE RELIGIONAN

ALL BUILDINGS INDUSTRIAL LAND USE

AS101

SITE PLAN











LAKE FORK INDUSTRIAL PARK

LYNCE FORK IDAHO

TOK - RYAN MONTOYA





13880 ID-55 - Google Maps 8/2/22, 8:34 AM

Google Maps 13880 10-55



Image capture: Oct 2018 D 2022 Google

McCall, Idaho Google

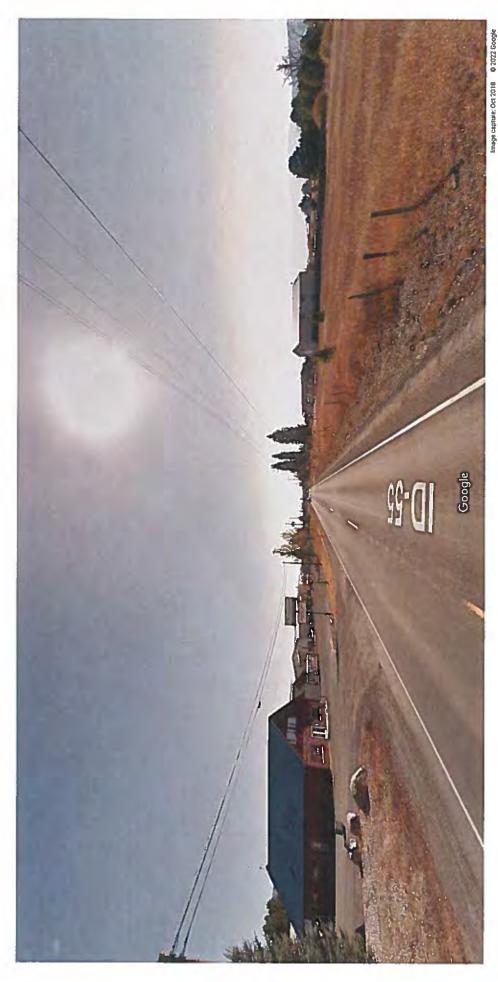
Entrance 2 - North View

Street View - Oct 2018





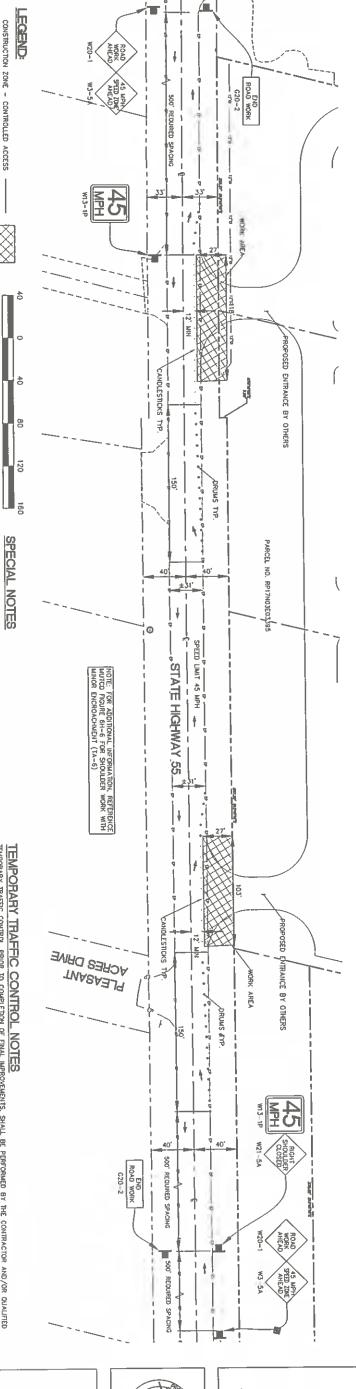
8/2/22, 8:29 AM



Entrance 2 - South View

Street View - Oct 2018
3ROUND

McCall, Idaho Google Ferguson Cambing Supply



TRAFFIC SIGN LEGEND

GANDLESTICK CHANNELING DEVICE (MUTCD -DRUM CHANNELING DEMCE (MUTCD 6F.67) 10' SPACING OR AS SPECIFIED BY ITD

TRAFFIC DIRECTION PROPERTY LINE

PROPOSED SIGN LOCATION















SPECIAL NOTES

SCALE

6

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENCINEER OF WORK, ITD'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES AND THE ITD WILL NOT BE RESPONSIBLE FOR THEIR ENFORCEMENT.

2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABDACEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE AND MAKE EXPLORATORY EXCAVATIONS SUFFICIENTLY AREAD OF CONSTRUCTION TO PERMIT THE REVISION OF THE CONSTRUCTION PLANS IF IT IS FOUND THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.

DURING CONSTRUCTION: THE CONTRACTOR SHALL PROPERLY GRADE ALL EXCAVATED SURFACES TO PROVIDE POSITIVE DRAINAGE AND PREVENT PONDING WATER, HE SHALL CONTROL SURFACE WATER TO AYOU DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE.

NASLAND ENCINEERING WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL PROPOSED CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY NASLAND ENCINEERING.

WORK PERFORMED WITHOUT BENEFIT OF TESTING AND/OR INSPECTION SHALL BE SUBJECT TO REJECTION AND REMOVAL

TEMPORARY TRAFFIC CONTROL NOTES
TEMPORARY TRAFFIC CONTROL, PRIOR TO COMPLETION OF FINAL IMPROVEMENTS,
PERSON AS INDICATED BELOW: SHALL BE PERFORMED BY THE CONTRACTOR AND/OR QUALIFIED

2

THIS PLAN. ALL WORK SHALL

路

THE CONTRACTOR AND/OR OLAUFED PERSON SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS DONE IN COMPLIANCE WITH ITD SPECIFICATIONS. OR LIKE NEW COND TION

WARNING SICH SIZE SHALL BE 48" X 48" BLACK ON ORANGE AND RETRO REFLECTIVE, IN NEW

ALL CONFLICTING SIGNS WITHIN THE WORK ZONE SHALL BE COVERED IN AN ALLOWED. APPROVED MANNER OR REMOVED. BLACK PLASTIC SHALL NOT BE

THE CONTRACTOR SHALL HAVE A CERTIFIED WORK SITE TRAFFIC CONTROL SU MODIFICATION OF THE TRAFFIC CONTROL. ERVISOR ON SITE TO DIRECT THE INSTALLATION AND

FLAGGERS SHALL BE EQUIPPED WITH TWO WAY RAD OS CAPABLE OF TRANSMI THROUGH EACH DAY OF OPERATION. TTING A DISTANCE OF 2 MILES AND BATTERIES TO LAST

THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED

THE MOUNTING HEIGHT FOR ALL POST MOUNTED SIGNS SHALL BE A MINIMUM FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE PAVEMENT SURFACE T BELOW ANOTHER SIGN SHALL BE 6 FEET

THE MOUNTING HEIGHT FOR ALL SIGNS MOUNTED ON TEMPORARY SIGN STANDS SHALL BE A MINIMUM ROADWAY MEASURED FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE PAVEMENT SURFACE. ABOVE THE LEVEL OF THE

TEMPORARY SIGNS STANDS SHALL BE PERMITTED ONLY WHERE SIGNS ARE PLAS DIRECTED BY ITD. ACED AT THE SAME LOCATION LESS THAN THREE (3) DAYS

SIGNS AND SIGN STANDS NOT IN USE SHALL BE REMOVED OR LAID DOWN AT ADDITIONAL SIGNING MAY BE REQUIRED AS DIRECTED BY ITD LEAST 15 FEET FROM THE TRAVELED WAY (I E EDGE LINE)

FIC CONTROL INCLUDE

WHERE POSTED SPEED HAS BEEN TEMPORARILY REDUCED, TEMPORARY TRAF AND SPEED LIMIT SIGN DEPICTING NORMAL POSTED SPEED. "END ROAD WORK" SIGN

BLUNT ENDS SHALL HAVE TEMPORARY CRASH CUSHIONS MEETING NICHRP 340 OR AASHTO MASH STANDARDS INSTALLED BEFORE TRAFFIC IS ALLOWED TO PROCEED IN THE ADJACENT LANE. TEMPORARY SPEED REDUCTIONS SHALL BE LIMITED TO THE ACTIVE WORK ZONE ONLY WHEN WORK HAS STOPPED FOR THE EVENING OR WEEKEND THE SPEED LIMIT SHALL BE POSTED IN MORE THAN TEN MILES PER HOUR BELOW THE NORMALLY POSTED SPEED LIMIT

DATE BY REVISION 123

LAKE FORK INDUSTRIAL PARK STATE HIGHWAY 55 VALLEY COUNTY, IDAHO





TEMPORARY
TRAFFIC
CONTROL
PLAN

DATE: 10 DRAWN BY: CHECKED BY: 322-133.1 10/25/2022 10/25/2022 KS 12 CS

AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO)	
COUNTY OF ADA)	
I, MATTHEW JONES - MANAGER OF LF LAM (name)	(address) (city) (state)
being first duly sworn upon oath, depose and s	say:
That I am the record owner of permission to:	the property described on herein, and I grant my
Elevate Development Grou Boise ID, 83703	p, LLC C/O Ryan Montoya 4688 N. Arrow Villa Way,
to submit the accompanying a	pplication pertaining to that property.
Address or location of property: NKA - Parcel	
Type of application: Idaho Transportation Dep Dated this day of day of	artment Application 2109
(Signature)	
SUBSCRIBED AND SWORN to before me the	e day and year first above written.
MOTARY E	Notary Public for Idaho Residing at: 613 5 Roosevelt Boise, ID 8376 My Commission Expires: 03/01/2025
AND AND THE	



Instrument # 433720
VALLEY COUNTY, CASCADE, IDAHO
10-22-2020 14:59:38 No. of Pages: 4
Recorded for: AMERITITLE - CASCADE
DOUGLAS A. MILLER Fee: \$15.00
EX-Officio Recorder Deputy: AMF
Electronically Recorded by Simplifite

WARRANTY DEED

Order No.: 405364AM

FOR VALUE RECEIVED

Judith A. Leister, an unmarried woman

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

LF Land Holdings, LLC an Idaho Limited Liability Company,

whose current address is: PO Box 2966 McCall, ID 83638

the grantee(s), the following described premises, in Valley County, Idaho, TO WIT:

See Attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 10/21/2020

Judith A. Leister

State of Idaho) ss
County of Ada

On this 2/day of October, 2020, before me, the undersigned a Notary Public in and for said state, personally appeared Judith A Leister, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this

certificate first above written.

Notary Public for the State of Idaho

Residing at: 6700 W. State St. Boise, Id. 83714

Commission Expires: 1-9-2025

BARBARA MORRISON Commission No. 20190047 Notary Public, State of Idaho My Commission Expires Jan. 9, 2025

EXHIBIT "A"

405364AM

A tract of land located in the SW1/4 of the SW1/4, and the NW1/4 of the SW1/4 and the SW1/4 of the NW1/4, Section 3, Township 17 N., Range 3 E.B.M., Valley County, Idaho and being more particularly described as follows: Commencing at the Section corner common to Sections 3, 4, 9 and 10, T. 17 N., R. 3 E.B.M.; Thence N. 0° 08' 30" East, 1102.00 feet to the True point of Beginning:

Thence continuing North 0° 08' 30" E., 1536.08 feet to a point which is the Corner common to Section 3 and 4 of said Township and Range; Thence South 89° 51' 30" East 25.00 feet to a point; Thence North 0° 08' 30" East 193.51 feet to a point; Thence South 87° 51' 30" East 238.00 feet to a point on the West right-of-way boundary of Highway 55; Thence South 13° 50' 00" East, 1773.75 feet along the west right-of-way boundary of Highway 55 to a point; Thence North 89° 51' 30" west, 692.09 feet to the True Point of Beginning,

SAVE AND EXCEPTING THEREFROM THE FOLLOWING to-wit: Commencing at the corner common to said Section 3, 4, 9 and 10; Thence N. 00° 08' 30" East on a line common to said Section 3 and 4, 1102.00 feet to a 5/8" steel pin, said point being the True Point of Beginning;

Thence continuing on said common line to Section 3 and 4, North 00° 08' 30" East, 334.79 feet to a 1/2" steel pin; Thence South 89° 51' 30" East 608.78 feet to a ½" steel pin on the Westerly right-of-way of State Highway 55; Thence South 13° 50' 00" East on said westerly right-of-way, 345.00 feet to a 5/8" steel pin; Thence North 89° 51' 31" west, 692.09 feet to the True Point of Beginning,

ALSO SAVE AND EXCEPTING THEREFROM THE FOLLOWING to-wit: Commencing at the brass cap marking the ¼ corner common to Section 3 and 4, T. 17 N., R. 3 E.B.M., Valley County, Idaho, and the True Point of Beginning;

Thence S. 89° 50′ 57″ E., 25.00 feet to a 5/8″ rebar; Thence N. 0° 09′ 03″ E., 193.51 feet to a 5/8″ rebar; Thence S 87° 50′ 57″ E., 238.88 feet to a 5/8″ rebar on the Westerly right-of-way line State Highway 55; Thence S. 13° 49′ 10″ E., 100.00 feet along said Westerly right-of-way; Thence S. 63° 54′ 25″ W., 320.97 feet to the line common to said Sections 3 and 4; Thence N. 0° 09′ 03″ E., 53.80 feet to the Point of Beginning.

EXCEPTING THEREFROM:

A parcel of land situate in the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of the Southwest ¼ of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the west ¼ Corner of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho; thence, S. 00° 08' 53" W., a distance of 53.80 feet along the west boundary of said Section 3 to a ½ in rebar, the REAL POINT OF BEGINNING:

Thence, continuing S. 00° 08' 53" W., a distance of 334.00 feet to a 5/8 inch rebar with a plastic cap,

Thence, leaving the west boundary of said Section 3, S. 89° 51' 07" E., a distance of 326.74 feet to a 5/8 inch rebar with plastic cap,

Thence, N. 13° 48' 53": W., a distance of 378.90 feet to a 5/8 inch rebar with a plastic cap,

Thence, N. 76° 11' 07" E., a distance of 7.00 feet to a 5/8 inch repar with plastic cap,

Thence, N 13° 48' 53" W., a distance of 77.07 feet to 5/8 inch rebar with plastic cap,

Thence, S. 63° 54' 20" W., a distance of 249.20 feet to the Point of Beginning;

TOGETHER WITH:

A parcel of land situate in the Southwest ¼ of the Northwest ¼ of Section 3, Township 17 north, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

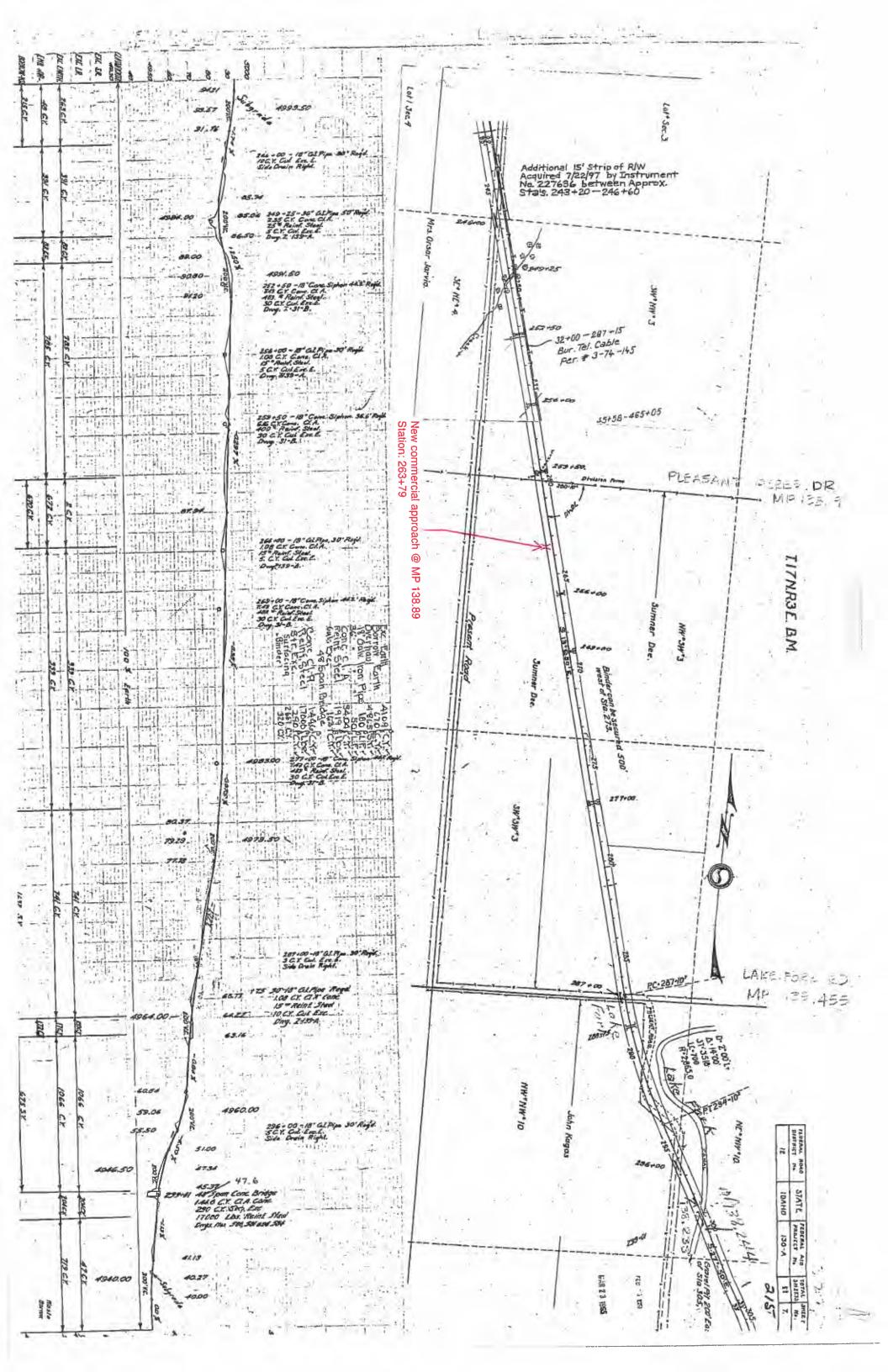
Commencing at a brass cap marking the West ¼ Corner of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho; thence, S. 00° 08' 53" W., a distance of 53.80 feet along the west boundary of said Section 3 to a ½ rebar; thence, N. 63° 54' 20" E., a distance of 249.20 feet to a 5/8 inch rebar with a plastic cap, the REAL POINT OF BEGINNING:

Thence, continuing N. 63° 54' 20" E., a distance of 71.64 feet to a ½ inch rebar on the West right-of-way boundary of State highway 55,

Thence, along said right-of-way boundary, N. 13° 48' 53" W., a distance of 70.01 feet to a ½ inch rebar with a plastic cap,

Thence, leaving said right-of-way boundary, S. 65° 44' 15" W., a distance of 71.18 feet to 5/8 inch rebar with a plastic cap,

Thence, S. 13° 48' 53" E., a distance of 72.34 feet to the Point of Beginning.



PURCHASE RECEIPT

ITD - District 3

District 3 Headquarters

8150 Chinden Boulevard, P.O. Box 8028

Boise ID 83707 (208)334-8300

OTC Local Ref ID: 73383430

8/12/2022 01:51 PM

ITD District 3 8150 Chinden Boulevard, P.O. Box 8028, Boise, ID 83707 Phone: 208-

334-8300

Status:

APPROVED

Customer Name:

Ryan Montoya

Type:

Visa

Credit Card Number:

Items	Location	Quantity	TPE Order ID	Total Amount			
Credit Card Purchase	District 3 Headquarters	1	53256426	\$50.00			
Item Purchased: ROW							
Note: Lake Fork Hwy 55							
Credit Card Purchase	District 3 Headquarters	1	53256426	\$50.00			
Item Purchased: ROW							
Note: Lake Fork Hwy 55							
Total r	emitted to the ITD -	District 3		\$100.00			
	Total Amour	t Charged		\$103.00			

Signature

The total amount of your transaction reflects pricing through the Access Idaho electronic payment processor.

District 3 Right-of-Way Encroachment Permit Cover & Inspection Form

ELEVATE DEVELOPMENT GROUP 4688 N. ARROW VILLA WAY BOISE, ID 83703

PERMIT # 3-23-160
ROUTE SH-55
MILE POINTS 138.78
EXPIRATION 11/18/2023

ITD CONTACT:

Toni Walker - Cell 208-807-3928 or toni.walker@itd.idaho.gov

Work Description: Permitting new commercial approach once permitted, should the use of the parcel change causing any increase in trip generation, or the parcel be split, property owner will need to re-apply for access at that time.

Email Permit number and route start date request a minimum 5 business days in advance to the above ITD contact. Email correspondence shall reference the permit number in the subject line. Keep email of approved start date onsite with permit. If needed, request to meet on-site to review the project and permit requirements.

- Submit material certification prior to placement.
- Submit Mix designs for asphalt/concrete, if applicable, 14 days in advance to ITD for review and approval.
- It is expected that the traffic control will be set up per the approved traffic control plan to ensure both public and workers safety. In the event an inspection is done and the traffic control setup does not meet the approved traffic control plan, the permit holder will be asked to fix the discrepancies. If the permit holder fixes the traffic control, this will be considered a warning. If another inspection happens and the traffic control setup does not meet the approved traffic control plan again, the permit will be pulled until a meeting can be held with all parties to fix the discrepancies. Possible discussion points at the meeting would be what steps the permit holder will do to ensure the discrepancies will not happen again, and possibly what, if any, funds will need to be added to the permit to cover additional permit inspection costs. If required, the inspection costs could be as much as \$400 per week.

Prior to completion:

- Prepare all required documentation, including As-Built submittals.
- Send a notification email to the ITD Foreman that work is complete and schedule to meet on-site for Inspection, all documentation must be available for inspection, list permit number on each sheet

ITD Use Only:

☐Yes ☐No Was Traffic Control Set up and Removed per plan ☐Yes ☐No Did you receive contact information for emergencies As ITD's representative; I accept that the work was completed.

	ITD Authorized Representative Signature	Date	
X			

District 3 General Provisions

Work time restrictions & Temporary Traffic Control (TTC):

No Weekends - no lane restrictions will be allowed from 12pm (noon) Friday until 12pm (noon) Monday

- X Yes District 3 has accepted a TTC plan with the issuance of this permit.
- ☐ No TTC plan has not been accepted and must be submitted for acceptance prior working in ITD right-of-way
- □ NA TCP not required for this permit. Permitting existing/non-conforming approach

Positive separation shall be used within the clear zone when trench depth is more than 2 feet deep.

Traffic Control must be erected and maintained to meet: Manual on Uniform Traffic Control Devices (M.U.T.C.D) and Work Zone Safety and Mobility program, both as adopted by the State of Idaho. TTC plan must be on-site and available for inspection during traffic control set up and removal. Hours may be modified by ITD Foreman or his assigns.

Notice of Responsibility:

- Issuance of permit shall serve as a temporary permit to construct and does not constitute approval or acceptance.
- Permittee shall be responsible to contact ITD as shown in permit packet.
- Final acceptance for approaches and public streets shall be by signed inspection with supporting documentation.
- Final acceptance for all other encroachments shall be determined after work has been completed as acceptable by ITD.
- All permit work is subject to required documentation and/or inspection.
- Permit is not exclusive and shall not prohibit the State from using any of its highways, streets, or public places or affect its
 right to full supervision and control over all or any part of them.
- ITD may revoke, amend, amplify, or terminate permit or any of the conditions herein enumerated if the permittee or its contractors fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.

511 Traveler Information

email <a href="mailto:little:l

Safety & Work Zone Practices

All operations shall comply with ITD - Work Zone Safety and Mobility program as adopted by the State of Idaho, (OSHA) regulations as enacted by The United States Department of Labor Occupational Safety and Health Administration, and MUTCD. All workers within the highway right-of-way who may be exposed either to traffic or to construction equipment within the work area shall wear high-visibility reflectorized safety apparel that is intended to provide conspicuity during both daytime and nighttime usage, and meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication and MUTCD (6E.02).

Damages

The Permittee shall be responsible for damages caused during permit activity and guarantee workmanship for 2 years after completion. Damages must be reported to the area Foreman immediately. Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.

Expeditious

Prior to beginning construction within State right-of-way, sufficient labor, material and equipment shall be at the job site to expediently complete the project. Completion shall not be delayed by work planned or otherwise scheduled to be completed outside of the State right-of-way and should be planned and coordinated independently. All ITD permitted work shall be completed and available for final inspection within 30 days from commencement. Work that cannot be completed within 30 days, or expediently as determined by ITD, shall have a critical path timeline prepared by the permittee for ITD review and acceptance prior to commencement.

Addendums

Any addendum "change order, alteration or modification" to this permit or any of its terms or conditions, must be authorized and signed by an ITD authorized representative. Addendum shall be on-site and available for inspection (with original permit) during construction activities. Addendum will be filed on record along with permit at ITD District 3 Traffic Section.



Excavation & Paving Provision

Applies to work under ITD encroachment permit that includes any operation in which earth, rock, or other material in the ground is moved or otherwise displaced by any means including, but not limited to: location and installation of utilities, site preparation, approach / roadway construction, grading, trenching, boring, landscaping, and restoration.

Specification - All work within ITD right-of-way shall be in accordance with: Idaho 2018 Standard Specifications for Highway Construction, supplemental, latest editions, excepting the details listed within.

Construction – Shall be in accordance with: accepted stamped engineered drowings or drawings referencing ITD standard drawings to the specification listed above. Contact ITD for any conflict in plans, all work shall meet the satisfaction of the ITD, District Three Engineer. All costs associated with permit are at the expense of the permit holder. ITD will not pay or reimburse costs associated with work completed under encroachment permit.

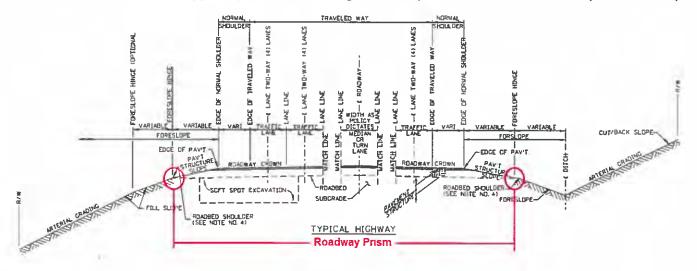
811 Underground Facility Damage Prevention - Call 8-1-1 Digline the one-number notification system. Digline notification must be made a minimum of 2 business days prior to excavation per *Idaho Code 55 Chapter 22*.

Digline will not notify ITD to mark facilities! There may be ITD owned underground facilities present within the permit work area. For electrical locates, contact Jeff Crider at (208) 803-2756 or email ieff.crider@itd.idaho.gov (5 business days prior to commencing work). All other ITD facilities contact the area Foreman. Excavators shall not excavate until all known facilities have been marked.

Utilities

Utilities shall be installed to meet the *Guide for Utility Management* as adopted by ITD. Minimum depth of cover below the roadway surface and within roadway prism shall be at least 4 feet, except for Interstate highways the minimum depth shall be 5 feet. Everywhere else depth of cover shall be at least 3 feet, except for pipe siphons that shall be installed in accordance with ITD Standards. ITD may approve location for underground facilities with less than minimum depth of cover provided the top of the facility does not project above the highway subgrade. Underground utilities shall be installed to preclude any necessity for disturbing the highway to perform maintenance or expansion operations. New utilities shall be designed and placed as close to edge of right-of-way as possible. All Utilities shall bundle with other Utilities whenever possible. Utility abandonment is prohibited without prior authorization by ITD Engineer; conduits greater than 1" diameter shall be filled with a controlled density fill per ITD standard.

Roadway Prism defined as: The engineered/structural portion of the highway, which includes the pavement structure plus the area between the roadbed shoulders or back of curb, extending downward and outward at the slope of 1.5H: 1.0V to the intercept of natural ground, removal limit, or slope of embankment keying benches. Included elements are the roadway pavement structure, embankment fill, foundations for embankment, and soft spot excavation/backfill. Embankment fill outside of the 1.5H: 1.0V slope is not considered part of the roadway prism. (See standard drawing ITD Roadway Nomenclature Location & Examples as attached)



As-Built drawings

Subject to all ITD encroachment permits - shall apply when work consists of the exposure, installation, or modification of pipe, conduit, cable, or other utility conveyance. Overhead utilities are excluded from this requirement except for new pole or structure placement. Compaction effort is also included with this submittal where 3rd party reporting is not required.



- Document precise location any utility placed or encountered within work area. Reference utility location from the highway
 centerline or edge of right-of-way, dimension horizontal, vertical and/or depth. Include utility type, size, and quantity.
- Submittals should be as "plan and profile" format, other methods may be accepted with prior authorization. Submittals
 may be in the form of: (GIS) geo-referenced spatial data bore logs, drawn/sketched by knowledgeable personnel, or
 prepared as-constructed drawings by a licensed Engineer.
- Compaction effort and method: list type of equipment used, number of passes, estimated percentage of compaction.

Certification and Materials

Materials - shall be documented and submitted for approval a minimum of 14 business days prior to the planned placement on form ITD 0862.

- All materials shall be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request.
- Weight tickets shall be provided with each load of material identifying the material type and to certify the material properties.
- Acceptance shall be in accordance with ITD Quality Assurance (QA) Manual.
- ITD will accept materials for use based on the manufacturer's certification in accordance to section 700.

Mix designs - shall be submitted for approval a minimum of 14 business days prior to the planned placement.

Testing & Compaction - when required from the guidelines listed in this provision testing and compaction reports shall be performed by a 3rd party qualified commercial material inspection laboratory, using WAQTC qualified personnel. Certification must be submitted prior to ITD Final Acceptance.

- In-Place density and moisture content of soil and soil aggregate by nuclear methods shall be required for traveled way paving.
 Documented on form ITD 0850
- Small quantities will be accepted by certification per the QA Manual section 270.04 Acceptance of Small Quantities
- Excavation and Embankment shall meet the testing requirements of section 205 Classes of Compaction and Density Requirements.
- Granular Subbase shall meet the requirements of section 301 Granular Subbase.
- Traveled way paving, intersection paving, and paving at intersection radiuses, cores are required in accordance with Standard Specification 405.03L for in-place density acceptance. A minimum of one core shall be required for small quantity paving in these locations.
- Small quantity pavement and soil / aggregate that <u>do not require testing</u> by cores for in-place density or in-place density by nuclear methods include small patches, utility repairs, residential / field approach, and pavement placed outside the traveled way. The ITD Engineer may elect to require samples and tests for small quantities at any time.
- All testing shall be documented with field or test reports and submitted to the permit coordinator. ITD retains the right to perform confirmation testing.

Excavation - Inside Roadway Prism

DESCRIPTION: This work shall consist of excavating along or within the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area, restoring the paved surface; and then restoring other disturbed areas to their original condition.

Materials – see Certification and Materials, Lean Concrete Backfill, Earthwork and Bases, Surface Courses and Pavement Construction Requirements:

Backfill - Lean Concrete Backfill (see lean concrete backfill) shall be required unless prior acceptance has been authorized and documented by ITD.

Lean Concrete shall be placed so as to avoid segregation of the mixture. The material shall be allowed to set for a minimum of 2 hours before the permanent Hot Mix Asphalt surfacing is placed. **No compaction, vibration or finishing is required for lean concrete.**

Excavation - Outside Roadway Prism

DESCRIPTION: This work shall consist of excavating outside the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area; then restoring other disturbed areas to their original condition.

MATERIALS – see Certification and Materials and ITD Standard Drawings as attached

CONSTRUCTION REQUIREMENTS:

Compaction – The use of sufficient compaction effort and equipment shall be documented on As-built drawing submittal. Compaction shall be sufficient to avoid settlement for a period of 2 years.

Backfill – typically native soil however shall conform to the more restrictive of: accepted engineered stamped plans, ITD Roadway Plan Sheet, or as directed by the ITD. Note: Super Elevated or curved embankments may have special requirements of the ITD Engineer. Excavation in areas that include inside and outside the roadway prism shall conform to the specification at each respective location.



Bell-Holes & Pot-Holes

Description: - This work shall consist of excavating for the locating of utilities;

Restoration shall conform to the detail specifications of *Excavation Inside / Outside Roadway Prism*. The Permittee shall be responsible for any defect in the restoration at the pot-hole location for a period of two years. The maximum allowable settlement shall be ¼ inch as measured with a 10 foot straight edge.

Pot-Holes are defined as twelve inches by twelve inches (12"X12") and smaller.

Bell-Holes are defined as a hole larger than twelve inches by twelve inches (12"X12"), but less than five feet by six feet (5'X6').

Lean Concrete Backfill

Lean Concrete Backfill shall conform to these approximate materials proportions for 1 cubic yard:

Portland cement: 94 lbs.

Coarse Aggregate for Concrete-Size 1: 2,600 lbs., per subsection 703.02:

Fine Aggregate for concrete: 800 lbs. per subsection 703.02

Water: 30-46 gallons. Water content given is a maximum and may be reduced. Care shall be taken to assure that excess water is not present in the mixing drum prior to charging the mixer with materials. Thorough mixing will be required prior to discharge.

Earthwork and Bases sections 200-300

Materials & Testing- see Certification and Materials

Minimum depth 0.5' (6") - %-inch Untreated Aggregate type "A" or "B"

Minimum depth 1.45' (17 13/32") - Granular Sub base

Geotextile (filter fabric) shall be placed between the subgrade and the subbase in accordance to section 718.07 the geotextile shall be Type III

Construction notes:

Excavate soft spot material and repair soft spots so the subgrade meets compaction and density for Class A compaction as specified in 205.03F

Surface Courses and Pavement section 405

Materials & Testing - see Certification and Materials

Minimum depth .45'- Superpave Hot Mix Asphalt SP3 ½ -inch nominal maximum aggregate, using PG 64-34 Binder or better include 0.5% anti-strip additive in accordance to subsection 405

Construction notes:

- Pavement density cores shall be required for all traveled way paving. Core samples shall be tested in accordance to 405.03L (<u>includes traffic lanes and shoulders</u>) excludes: approaches where traffic lanes are not included and pavement placed outside the traveled way. Additional locations for samples may be required at the discretion of the ITD Engineer.
- 2. Removal of existing pavement within wheel path shall require a <u>full lane-width</u> repave \$\psi\$ (12'min.) to a length sufficient to achieve surface smoothness conforming to Section 405 Superpave Hot Mix Asphalt.
- 3. Repave of excavated trench shall be a minimum 15' in both directions (15') ↔ (15') of the traveled way measured from the trench wall, and shall extend beyond the wheel path at intersections and turn lanes.
- 4. Surface smoothness will be checked with a 10' straight edge to verify it conforms to Section 405 Superpave Hot Mix Asphalt. The contractor shall be required to repair any areas to meet the required surface smoothness.
- 5. Existing plant mix shall be saw-cut to neat lines; no wheel or jackhammer cutting shall be permitted. The sawed joints shall be perpendicular and longitudinal to centerline of the roadway with exception to "curb return" radii may be cut to neat 45 degree angles.
- 6. The longitudinal joints shall be located close to a lane line, after final striping, and shall not be located in the wheel path areas of the lane(s).
- 7. Prior to the placement of Hot Mix Asphalt, any temporary base or plant mix shall be removed, replaced with new material, and compacted to achieve the specified depths.
- 8. Treat the entire cut face of existing plant mix with a tack coat in accordance to section 401 and 405.031
- Superpave Hot Mix Asphalt shall be placed in accordance with Section 405.
- 10. Joining new asphalt to existing pavement (pave-back) should be keyed to avoid a vertical split or separation in pavement.
- 11. Temporary cold-mix asphalt surfacing may be used in conjunction with the lean concrete backfill to accommodate traffic within the first two (2) hours of backfill placement, prior to completing the permanent repair.
- 12. At the Contractors option, the trench may be temporarily filled with lean concrete backfill to the level of the adjacent pavement to accommodate traffic until permanent patching can be accomplished. The lean concrete backfill shall be removed to the level of the bottom of the base course prior to placing the permanent base and Superpave Hot Mix Asphalt.
- 13. Superpave Hot Mix Asphalt patching shall be completed within 24 hours after completing base course compaction. Traffic shall not be allowed on the permanent backfill or base prior to paying.



14. The permanent repair shall be completed within 48 hours, unless other arrangements have been made with ITD, District Three - Operations Manager.

Additional Notes:

- 1. **Bedding Material** Bedding material shall consist of ¾" Untreated Aggregate for Base, Type "A". It shall be placed as shown in the attached typical section or in layers at a maximum lift thickness of 6 inches and in accordance with ASTM D2321.
- 2. Geotextile (Filter Fabric) Geotextile shall be accepted in accordance to section 718. If geotextile (filter fabric) is encountered while excavating, work shall cease, the ITD area maintenance Foreman shall be notified. The geotextile shall be required to be repaired. The repair shall consist of cutting out and replacing all the damaged material. The new geotextile material shall overlap the existing material a minimum of two (2) feet and be properly attached to the existing material.
- 3. Markers are required at each Right of Way line for all crossings, and at 500' intervals for utilities buried along the shoulder. Closer spacing will be used in urban areas. Plastic ribbon is required in addition to the markers and should be installed at least one foot above the utility being marked. Plastic ribbon is not required on crossing where the utility is jacked under the roadway
- 4. **Structure Excavation** Excavation shall meet the requirements of Section 210 Structure Excavation and Compacting Backfill. Material shall be removed from the trench as shown in the attached typical section.
- 5. Trenches / Splice Pits shall not be left open or exposed overnight without proper traffic control and safety devices in place.
- 6. Monuments Idaho Statute 54-1234 If any person shall willfully deface, injure or remove any signal, monument, building or other object set as a permanent boundary survey marker by a registered, professional land surveyor, he shall forfeit a sum not exceeding five hundred dollars (\$500) for each offense, and shall be liable for damages sustained by the affected parties in consequence of such defacing, injury or removal, to be recovered in a civil action in any court of competent jurisdiction. Idaho Statute 18-7021 Every person, not the owner thereof, who willfully mars, disfigures breaks or otherwise injures, or molests, removes or destroys, any work of art, monument, landmark, historic structure, shade tree, shrub, ornamental plant, or useful or ornamental improvement, is guilty of a misdemeanor.
- 7. Landscaping The permit holder shall return to original condition and re-seed all areas disturbed. Berms and/or fences will not be permitted. Only flowers, grasses and shrubs with a mature height not to exceed three (3) feet or trimmed with no sight obstructions between three (3) feet to five (5) feet in areas with a posted speed limit of 35 M.P.H or less, and three (3) feet to seven (7) feet in areas with a posted speed limit above 35 M.P.H. will be allowed within the sight triangle at corners and the safety clear zone of the State Highway. Landscaping shall be short enough or trimmed so it doesn't interfere with State Highway signs. No rocks over four (4) inches maximum size. Sprinkler heads shall be no closer than five (5) feet from the pavement edge and adjusted to not cause water to cover any part of the highway surface. IDAPA Rule 39.03.42 , # 13. Drainage, B. Landscaping irrigation systems shall not disturb, obstruct, or add to the normal drainage patterns of the State highway right-of-way. No new ditches shall be constructed without prior approval. Landscaping, farming, and irrigation systems shall not interfere with utility installations, removals, or operations.

References and Standards Publications

OSHA

Idaho 2018 Specification for Highway Construction ITD 2018 Quality Assurance Manual Idaho Guide for Utility Management ITD manuals Digline

https://apps.itd.idaho.gov/apps/manuals/SpecBook/SpecBook18.pdf
https://apps.itd.idaho.gov/apps/manuals/QAm/QA Searchable 2018.pdf
http://apps.itd.idaho.gov/apps/manuals/UtilityMgmt/gum_cover.pdf
http://apps.itd.idaho.gov/apps/manuals/manualsonline.html
http://www.digline.com/

https://www.osha.gov/



Instructions For Completing ITD 2109, Right-of-Way Encroachment Application And Permit - Approaches or Public Streets

Idaho Transportation Department

Note: An incomplete application will delay processing.

You may be able to expedite the application process and reduce site designing and engineering costs by requesting a pre-application conference with the Idaho Transportation Department (ITD). Contact your local ITD District Office and ask to speak with the Permits Coordinator to schedule a meeting.

District 1 600 W. Prairie Ave. Coeur d'Alene, Idaho 83815-8764 (208) 772-1200	District 2 P.O. Box 837 Lewiston, Idaho 83501-0837 (208) 799-4300	<u>District 3</u> 8150 Chinden Bivd. Boise, Idaho 83714-8028 (208) 334-8300	District 4 216 S. Date St. Shoshone, Idaho 83352-0820 (208) 886-7800	District 5 5151 S. 5th Ave. Pocatello, Idaho 83205-4700 (208) 239-3300	<u>District 6</u> 206 N. Yellowstone Ave. Rigby, Idaho 83442-0097 (208) 745-7781
Counties served: Benewah, Bonner, Boundary, Kootenai, Shoshone	Counties served: Clearwater, Idaho, Latah, Lewis, Nez Perce	Counties served: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley, Washington	Counties served: Blaine, Camas, Cassia, Custer, Gooding, Jerome, Lincoln, Minidoka, Twin Falls	Counties served: Bannock, Bear Lake,	Counties served: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton

- Use one form for each requested approach. The form initially serves as an application for a connection between an
 adjacent property and a state highway. If approved, the completed form becomes a permit for the state highway
 connection.
- 2. Please print (in ink), type, or complete the application in Microsoft Word and print the form.
- Read and understand these instructions and all of the General Requirements on the form. These requirements apply
 to all approach permits and if you are granted a permit; you must adhere to each of them. Additional permit-specific
 provisions may be a part of any approved permit, and you will be given the opportunity to review them prior to
 accepting your permit.
- 4. Complete each item in the shaded area under "Applicant Information" and "Request Details."
- 5. Include the following with your application:
 - a. Non-refundable application fee (ranges from \$50-\$100 please confirm the applicable amount with ITD).
 - b. A copy of the latest deed of record which identifies the property owner and provides the legal description of the property abutting the State Highway Right-of-Way where the proposed access is being requested. If ownership of the property changes during the permit process, a new form must be submitted with the new ownership documentation.
 - c. Photographs of the proposed driveway location, including one looking each direction along the highway from the proposed location. Digital photographs are acceptable.
 - d. Plans or drawings as follows:
 - i. For agricultural, single-family, or joint-use approaches, include an 8 ½" x 11" or 11" x 17" drawing showing the location of the proposed access on your property which is shown in relation to property lines, highway, existing and proposed buildings. A second drawing or map should be included that shows the location of your property in relation to other roads and landmarks. Show all dimensions, mark which direction is north and if possible, draw to scale. Include copies of any easements or agreements with adjacent property owners.
 - ii. For commercial, multi-family, subdivision, or public street approaches, include a site/plot plan, grading and drainage plans. Show the parcel layout, proposed lots, dimensions, north arrow, building locations and sizes, parking, internal drive aisles, street layouts, etc. A second drawing or map should be included that shows the location of your property in relation to other roads and landmarks. Show all dimensions, drawn to scale. Include copies of any easements or agreements with adjacent property owners.
 - e. Unless the requirement is waived by the District Engineer, a Traffic Impact Study shall also be required when a new or expanded development seeks direct access to a state highway, and at full build out will generate one hundred (100) or more new trips during the peak hour, the new volume of trips will equal or exceed one thousand (1000) vehicles per day, or the new vehicle volume will result from development that equals or exceeds the threshold values in Table 2. The Traffic Impact Study is created by a licensed engineered in the State of Idaho at their cost.



Table 2							
LAND USE TYPE	THRESHOLD VALUE						
Residential	100 Dwelling Units						
Retail	35,000 square feet						
Office	50,000 square feet						
Industrial	70,000 square feet						
Lodging	100 rooms						
School (K-12)	All (Sections 67-6508 & 67- 6519, Idaho Code)						

- 6. Transportation Impact Study (TIS). Details regarding the required contents of a TIS are available from the District Permits Coordinator or District Traffic Engineer after your application is received:
 - a. ITD will review the application for completness. The application will then be discussed internally with staff. Your request may be approved, approved with conditions, or denied. If there are any unusual conditions that need to be met, ITD will contact you in advance.
 - b. Once the application is approved and signed by ITD, the application becomes your **permit** to begin work. ITD will send your approved permit by email and the original by USPS.
 - i. All work under the permit shall be completed within one year from the date that the Department issues the permit to begin work. Applicant may request, in writing, one, 6 month extension prior to expiration of the permit. For large developments the ITD District Engineer may, at their discretion, extend the expiration date.
 - ii. If permittee does not agree with all conditions in the approved permit they may send a written notice to ITD to cancel the permit or negotiate new terms.
 - iii. All permitted work shall be completed and available for final inspection within thirty (30) days after construction begins, unless otherwise stated in the special provisions of the permit.
 - iv. After construction is completed you must notify the ITD Maintenance Foreman for final inspection of the permitted work. The contact information for the foreman will be included in your permit package.
 - v. Permit will be considered temporary until final approval by the ITD.
 - vi. Failure to complete all work in accordance with the requirements of the permit and receive final approval within the allotted time will render the permit null and void.
 - vii. Only Changes in deeded access will be recorded with the County following the final approval by ITD. You will receive a copy of the recorded document which should be retained for future reference.
 - c. If your application is denied, you will be notified by certified mail. The reason(s) for the denial and the process for appealing the denial will be outlined in the letter you receive.
- If your application is approved, your signature indicates you understand the following:
 - a. Approaches shall be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the Highway Right-of-Way. A list of all prohibited uses of ITD Right-of-Way is available in I.D.A.P.A. 39.03.42.
 - b. Any permit or privilege granted under an ITD 2109 shall not be deemed or held to be an exclusive one and shall not prohibit the state from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them. ITD reserves the right to add, remove, modify, repair, or relocate any encroachment(s) or appurtenance(s) within the Highway Right-of-Way which currently exists or has been authorized by this permit, to accomplish the relocation, reconstruction, widening, or maintenance of the highway and/or to improve safety or mobility on or adjacent to the highway system.
 - c. Any traffic control features or devices in the State Highway Right-of-Way, such as islands, median openings, traffic signals, illumination, and other traffic control devices required as a condition of a permit, are not an integral part of the approach authorized by the permit and as such shall become property of the State upon final inspection and approval by ITD. ITD reserves the right to change these features and devices in the future in order to promote safety and/or mobility within the State Highway Right-of-Way. Expenditure of monies for purchase or installation of said features or devices shall not create an ownership interest in the features or devices.





Right-of-Way Encroachment Application And Permit Approaches Or Public Streets

iTD 2109 (Rev. 05-18) itd.idaho.gov

ITD Permit Application Number 3-23-160

For I1	「D Use										iiiic Ab	Įrau.				-00
Project Number From ITD Highway Plan				D.	Date Application Received					In City Limits						
FAP-130 A									Yes							
Route	Route Segment				C	L Milep	ost					C/L Sta	ation			
SH-5	1-55 001990					138.78 ☐ Right 🗵 Left					269+74 ☐ Right X Left			Left ■ Le		
		ly Required		Apprais					Number	of Lane:	3			Access	Purchase	ed
☐ Yes				s 🛭	X No 2							☐ Ye	Yes X No			
Distant	ce From Ne	arest Approac	ch (Both	sides, b	oth dire	ctions of	roadway	')								
Same	e: Rt 292	Lt 604' A	cross: F	Rt 3281	Lt 180	יכ										
Site Di	stance		Reas	on if Re	stricted	ted to Right Or Left Culvert				Culvert I				If Yes, Enter Minimum Size		
Right >800 Left >800 N/A					X Y€				X Yes	es 🗌 No Di		Dia. 1	Dia. 12" Length			
Appli	cant Info	ormation	(Pleas	e Prin	t or Ty	rpe)									-	
Applica	ant(s) Name	(Printed)			M	lailing A	ddress or	P.O. B	ОХ	Cit	У				State	Zip Code
Eleva	te Develo	pment Gro	oup, LL	C	4	688 N.	. Arrow	Villa V	Vay	Bo	oise				83703	
E-Mail	Address (If	available)				Daytime Phone Number				er	Alternate Phone Number				ber	
													9			
Proper	ty Owner's I	Name (Printe	d)	P	roperty	Address	and TAX	(ID Nu	mber	City (If	in city lim	nits)		Co	unty	
LF La	nd Holdir	ngs LLC		N	KA - F	Parcel	RP17N	03E03	3995	McCa	all			Va	Valley	
Neares	t Public Str	eet/Road	Current	Property	/ Use		Current	Zoning Proposed			Proposed	d Property Use			Proposed Zoning	
Highw	vay 55		Vacan	t			Rural L				ndustria	al		(Commercial/Industrial	
How is	Access Cu	mently Gained	d?			Prope	rty Owne	r Owns	Adjacent	Propert	ies		***			
Off of	Highway	55					es	⊠ No	If Ye	es, Des	scribe					
Requ	est Detai	ls														
Is this a	a new appro	ach? Is	s this a te	mporary	approa	ch If th	nis is a pr	oposed	modificat	on to a	n existing	арргоас	ch, che	ck all tha	t apply	
✓ Ye	s 🔲	No [Yes		No		Locatio	on	■ Widt	h [Use		Remo	ve [Cons	olidate Multiple
(Withou 30 fee Additio	et nal informal	roperty line) ion you would	d like ITE	Su to be a	ricultu bdivisi ware of	ral on - Attach	SF F	al sheet	ial s if neces	P sary.	oint Use ublic St	reet [Oth	111		
entrar	nce acros	n is for Ent s the highv et. Comme	way as	possib	le. Be	cause	of the	proper	ty lines	the e	ntrance	is offs	ion is et fro	as clos m align	se to aliq	gnment to the the entrance
Itacts	Construction Contractor TBD						Phone Number				E-Mail Address					
	Traffic Control Contractor TBD							Phone Number				E-Mail Address				
	Traffic Control Plan Submitted Projected					ed Star	art Date				Project Duration					

List any conditions of approval								
Permitting new commercial approach once permitted, should the use of the parcel change causing any increase in trip generation, or the parcel be split, property owner will need to re-apply for access at that time.								
List reason(s) for denial recommendation								

Acceptance and Approval to Work

ITD Permit Application Number

By signing this permit, the permittee or his authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

	<u> </u>		
Property Owner/Authorized Representative's Signature	Company Name (If applicable)	Phone Number	Date
x M	Elevate Development Group, LLC		08/10/2022

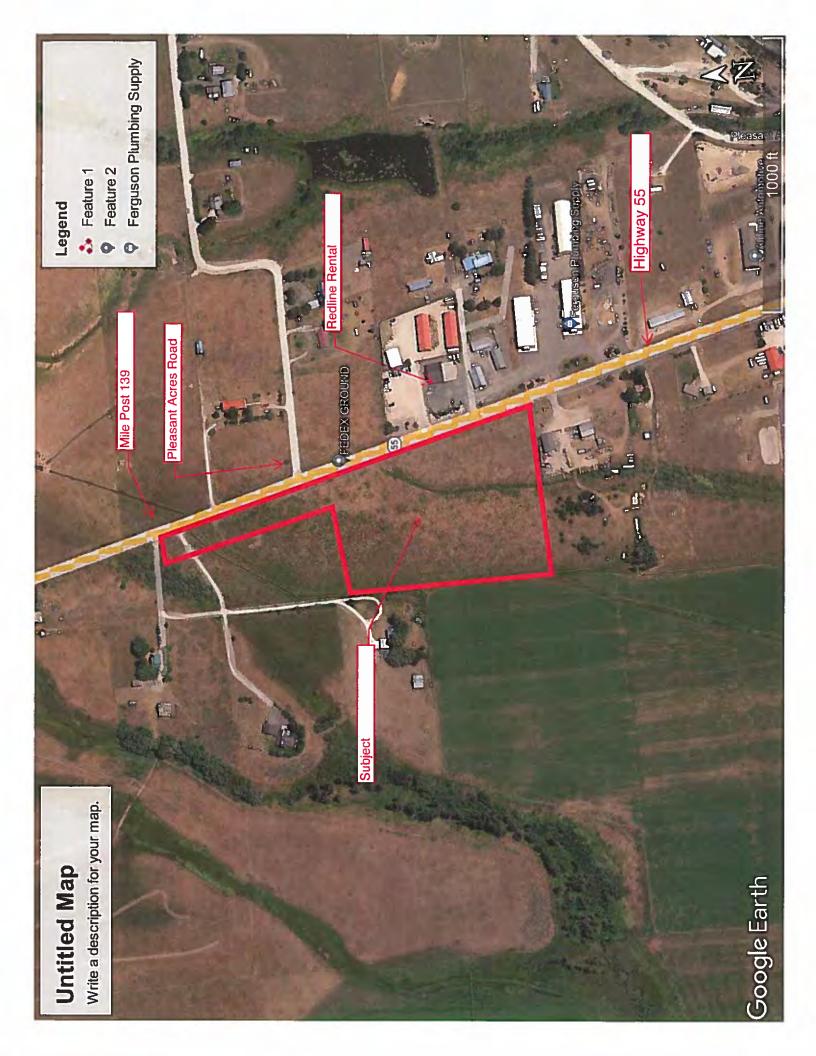
Subject to all terms, conditions, and provisions of this permit or attachments, permission is hereby granted to begin work within the State Highway Right-of-Way.

Idaho Transportation Department Authorized Representative's Signature	Title Planning and Development	Date
X Vincent P. Trimboli	Services Mngr.	11.18.2022

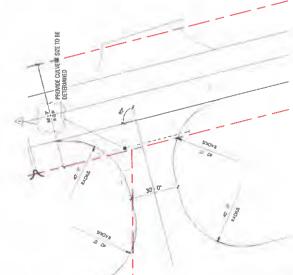
General Requirements

ITD Permit Application Number

- 1. The original permit or a copy must be kept on the job site whenever work is taking place.
- No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.
- 3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed. All traffic control devices shall conform to the most current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Equipment or materials left within the Highway Right-of-Way when work is not taking place shall be delineated and protected with appropriate approved traffic control devices.
- 4. All work within the State Highway Right-of-Way shall comply with the requirements of the ITD Workzone Safety and Mobility Policy. Copies available from ITD upon request.
- 5. All work herein permitted shall conform to current government and industry standards, including Americans with Disabilities Act, and shall be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.
- 6. Work done under this permit shall be constructed in a manner that shall not cause water to flow onto the roadway or shoulder, and shall not interfere with the existing drainage on the State Highway System or any adjacent drainage system.
- 7. All utilities shall be installed under culverts.
- 8. The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required.
- 9. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state Right-of-Way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, and/or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.
- 10. ITD shall be reimbursed by the permittee for any additional inspection required to insure compliance with the conditions of this permit. Inspection fees will be based upon inspection time including travel from the ITD facility and charged at rates commensurate with industry standards.
- 11. Upon completion of the permitted work, any disturbance of the highway, Right-of-Way, and/or traffic control devices shall be restored to the satisfaction of ITD including the removal of all rubbish and debris and may include seeding, planting and grading.
- 12. Any encroachment that is found to be in non-compliance with the terms of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or his authorized representative.
- 13. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
- 14. Changes in the use as defined in I.D.A.P.A. 39.03.42, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.
- 15. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.



SITE PLAN



1000

100

REVISED ENTRACE 1 - MOVED SOUTH TO MISS POWER POLE

LAKE FORK Industrial Park

LAVE FORK IDAHO

TOK - RYAN MONTOYA

Babcock Design

=12,800 SF =5,200 SF

BUILIDNG 1 SPEC1

BUILDING SIZES:

=15,000 SF

BUILDING 2 BUILDING 3

=15,000 SF

=10,277 SF =10,277 SF

SPEC 3 SPEC 4 =68,554 SF

TOTAL

ALL BUILDINGS INDUSTRIAL LAND USE



3 ENTRANCE 2

NORTH

ENTRANCE 2 ENTRANCE 1 200 M MALCHOS S 13871 SF aminimum primalinami

13872 ID-55 - Google Maps

8/2/22, 8:20 AM



Image capture: Oct 2018 © 2022 Google

Street View - Oct 2018

McCall, Idaho Google

Entrance 1 - North View



13872 ID-55 - Google Maps 8/2/22, 8:21 AM

Google Maps 13872 ID-55



Image capture: Oct 2018 G 2022 Google

Street View - Oct 2018 McCall, Idaho

Google



Entrance 1 - South View

TEMPORARY TRAFFIC CONTROL PLAN 10 10

NE_JOB #: 322-133.1 DATE: 10/25/2022 DRAWN BY: KS CHECKED BY: CS

SIVO REAISION

ST #202/02/01

VALLEY COUNTY, IDAHO STATE HIGHWAY 55 **TAKE FORK INDUSTRIAL PARK**

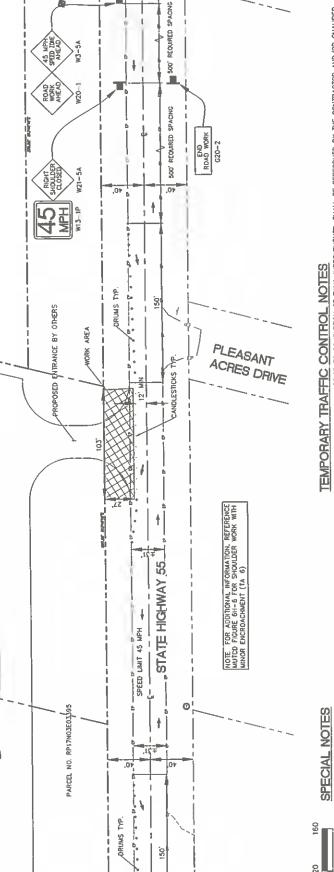


bnsl26V

OSED ENTRANCE BY OTHERS







CANDLESTICKS TYP

2₽₽₽

TEMPORARY TRAFFIC CONTROL NOTES

TEMPORARY TRAFFIC CONTROL, PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR AND/OR OUALIPED PERSON AS INDICATED BELOW:

- THE CONTRACTOR AND/OR QUALPIED PERSON SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS ON THIS PLAN. ALL WORK SHALL DONE IN COMPLIANCE WITH ITD SPECIFICATIONS.
- ALL CONFLICTING SIGNS WITHIN THE WORK ZONE SHALL BE COVERED IN AN APPROVED MANNER OR REMOVED. BLACK PLASTIC SHALL NOT BE ALLOWED. WARNING SIGN SIZE SHALL BE 48" X 48" BLACK ON ORANGE AND RETRO REFLECTIVE, IN NEW OR LIKE NEW CONDITION

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE LOUG STE CONFIDENCE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUEEDED SHALL APPLY CONTRUCUSLY AND IN OT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRUCTORS SHALL DEFENO, HOEMINEY, AND HOLD THE OWNER, ENGINEER HARMLESS FROM ANY AND DEFENO, IN THE CONTRUCTION WITH THE PERFORMANCE OF WORK ON THIS PROPERTY, EXCEPTING FOR LIBBILITY RESPONSED.

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES AND THE ITD WILL NOT BE RESPONSIBLE FOR THEME BLYOCKEMBNT.

120

8

SCALE 0

CONSTRUCTION ZONE - CONTROLLED ACCESS

- THE CONTRACTOR SHALL HAVE A CERTIFIED WORK SITE TRAFFIC CONTROL SUPERVISOR ON SITE TO DIRECT THE INSTALLATION AND MODRICATION OF THE TRAFFIC CONTROL.
- THE MOUNTING HEIGHT FOR ALL POST MOUNTED SIGNS SHALL BE A MINIMUM OF 7 FEET ABOVE THE LEVEL OF THE ROADWAY MEASURED FROM THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN SHALL BE 6 FEET ELAGGERS SHALL BE EQUIPPED WITH TWO WAY RADIOS CAPABLE OF TRANSMITTING A DISTANCE OF 2 MILES AND BATTERES TO LAST THROUGH EACH DAY OF OPERATION.
- THE MOUNTHO HEIGHT FOR ALL SIGNS MOUNTED ON TEMPORARY SIGN STANDS SHALL BE A MINIMUM OF S FEET ABOVE THE LEVEL OF THE ROADWAY MEASURED FROW THE BOTTOM OF THE SIGN TO THE TOP OF THE PAVEMENT SURFACE

DURING CONSTRUCTION: THE CONTRACTOR SHALL PROPERLY GRADE ALL EXCANATED SUPFACES TO PROVIDE POSITIVE BRAINAGE AND PREVENT PONDING OF WATER, HE SHALL CONTROL SUPFACE WATER TO AVOID DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE.

THE CONTRACTOR SHALL VERBY THE LOCATION OF ALL ENSTRUCE ACQUIRES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE AND MAKE EXPLODATION! TO EXCLANATIONS SUFFICIENTLY AREAD OF CONSTRUCTION HOW THE REVISION OF THE CONSTRUCTION HOW THAN IF IT IS FOUND THE ACCIDAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.

NASLAND ENGINEERING WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNANTHORIZED CHANGES TO OR USES OF THESE PLANS, ALL PROPOSED CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY NASLAND ENGINEERING.

ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OF STRUCTURES NOT KNOWN OR IN A LOCATION OFFERERAL FROM INAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MALASHES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OF STRUCTURES THAT MAY NOT BE SHOWN.

WORK PERFORMED WITHOUT BENEFIT OF TESTING AND/OR INSPECTION SHALL BE SUBJECT TO REJECTION AND REMOVAL.

- TEMPORARY SIGNS STANDS SHALL BE PERMITTED ONLY WHERE SIGNS ARE PLACED AT THE SAME LOCATION LESS THAN THREE (3) DAYS OR AS DIRECTED BY ITD.
 - SIGNS AND SIGN STANDS NOT IN USE SHALL BE REMOVED OR LAID DOWN AT LEAST 15 FEET FROM THE TRAVELED WAY (.E. EDGE LINE) ADDITIONAL SIGNING MAY BE REQUIRED AS DIRECTED BY ITD.
- WHERE POSTED SPEED HAS BEEN TEMPORARILY REDUCED, TEMPORARY TRAFFIC CONTROL PLANS SHALL INCLUDE "END ROAD WORK" SIGN AND SPEED LIMIT SIGN DEPICTING NORMAL POSTED SPEED.
 - TEMPORARY SPEED REDUCTIONS SHALL BE LIMITED TO THE ACTIVE WORK ZONE ONLY WHEN WORK HAS STOPPED FOR THE EVENING OR WEEKEND THE SPEED LIMIT SHALL BE POSTED SPEED LIMIT TEN MILES PER HOUR BELOW THE NORMALLY POSTED SPEED LIMIT 12
- BLUNT ENDS SHALL HAVE TEMPORARY CRASH CUSHIONS WEETING NCHRP 350 OR AASHTO MASH STANDARDS INSTALLED BEFORE TRAFFIC IS ALLOWED TO PROCEED IN THE ADJACENT LANE.



VICINITY MAP



TRAFFIC SIGN LEGEND

CANDLESTICK CHANNELING DEVICE (MUTCD -6F.65) 10° SPACING OR AS SPECIFIED BY ITD

PROPOSED SIGN LOCATION

DRUM CHANNELING DEVICE (MUTCO 6F.67) 10' SPACING OR AS SPECIFIED BY ITD

TRAFFIC DIRECTION PROPERTY LINE

















AFFIDAVIT OF LEGAL INTEREST

STATE OF IDAHO)
COUNTY OF ADA) ss
I, MATTHEW JONES - MANAGER OF LE LAND HERDINGS P.O. Box 29100 McCay 1D 83638 (address) (city) (state)
being first duly sworn upon oath, depose and say:
That I am the record owner of the property described on herein, and I grant my permission to:
Elevate Development Group, LLC C/O Ryan Montoya 4688 N. Arrow Villa Way, Boise ID, 83703
to submit the accompanying application pertaining to that property.
Address or location of property: NKA - Parcel RP17N03E033995 (Valley County, Idaho)
Type of application: Idaho Transportation Department Application 2109 Dated this
SUBSCRIBED AND SWORN to before me the day and year first above written.
Notary Public for Idaho Residing at: 413 5 12005eVe-1+ B015e, 1D 88 My Commission Expires: 03/01/2025



Instrument # 433720
VALLEY COUNTY, CASCADE, IDAHO
10-22-2020 14:59:38 No. of Pages: 4
Recorded for AMERTITLE - CASCADE
DOUGLAS A. MILLER Fee: \$15.00
Ex-Officio Recorder Deputy: AMF
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 405364AM

FOR VALUE RECEIVED

Judith A. Leister, an unmarried woman

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

LF Land Holdings, LLC an Idaho Limited Liability Company,

whose current address is: PO Box 2966 McCall, ID 83638

the grantee(s), the following described premises, in Valley County, Idaho, TO WIT:

See Attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 10/21/2020

Judith A. Leister

State of Idaho) ss
County of Ada

On this Aday of October, 2020, before me, the undersigned a Notary Public in and for said state, personally appeared Judith A Leister, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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

Notary Public for the State of Idaho

Commission Expires: 1-9-2025

Residing at: 6700 W. State St. Boise, Id. 83714

BARBARA MORRISON Commission No. 20190047 Notary Public, State of Idaho My Commission Expires Jan. 9, 2025

EXHIBIT "A"

405364AM

A tract of land located in the SW1/4 of the SW1/4, and the NW1/4 of the SW1/4 and the SW1/4 of the NW1/4, Section 3, Township 17 N., Range 3 E.B.M., Valley County, Idaho and being more particularly described as follows: Commencing at the Section corner common to Sections 3, 4, 9 and 10, T. 17 N., R. 3 E.B.M.; Thence N. 0° 08' 30" East, 1102.00 feet to the True point of Beginning:

Thence continuing North 0° 08' 30" E., 1536.08 feet to a point which is the Corner common to Section 3 and 4 of said Township and Range; Thence South 89° 51' 30" East 25.00 feet to a point; Thence North 0° 08' 30" East 193.51 feet to a point; Thence South 87° 51' 30" East 238.00 feet to a point on the West right-of-way boundary of Highway 55; Thence South 13° 50' 00" East, 1773.75 feet along the west right-of-way boundary of Highway 55 to a point; Thence North 89° 51' 30" west, 692.09 feet to the True Point of Beginning,

SAVE AND EXCEPTING THEREFROM THE FOLLOWING to-wit: Commencing at the corner common to said Section 3, 4, 9 and 10; Thence N. 00° 08' 30" East on a line common to said Section 3 and 4, 1102.00 feet to a 5/8" steel pin, said point being the True Point of Beginning;

Thence continuing on said common line to Section 3 and 4, North 00° 08' 30" East, 334.79 feet to a 1/2" steel pin; Thence South 89° 51' 30" East 608.78 feet to a ½" steel pin on the Westerly right-of-way of State Highway 55; Thence South 13° 50' 00" East on said westerly right-of-way, 345.00 feet to a 5/8" steel pin; Thence North 89° 51' 31" west, 692.09 feet to the True Point of Beginning,

ALSO SAVE AND EXCEPTING THEREFROM THE FOLLOWING to-wit: Commencing at the brass cap marking the ¼ corner common to Section 3 and 4, T. 17 N., R. 3 E.B.M., Valley County, Idaho, and the True Point of Beginning;

Thence S. 89° 50′ 57″ E., 25.00 feet to a 5/8″ rebar; Thence N. 0° 09′ 03″ E., 193.51 feet to a 5/8″ rebar; Thence S 87° 50′ 57″ E., 238.88 feet to a 5/8″ rebar on the Westerly right-of-way line State Highway 55; Thence S. 13° 49′ 10″ E., 100.00 feet along said Westerly right-of-way; Thence S. 63° 54′ 25″ W., 320.97 feet to the line common to said Sections 3 and 4; Thence N. 0° 09′ 03″ E., 53.80 feet to the Point of Beginning.

EXCEPTING THEREFROM:

A parcel of land situate in the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of the Southwest ¼ of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the west ¼ Corner of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho; thence, S. 00° 08′ 53″ W., a distance of 53.80 feet along the west boundary of said Section 3 to a ½ in rebar, the REAL POINT OF BEGINNING:

Thence, continuing S. 00° 08' 53" W., a distance of 334.00 feet to a 5/8 inch rebar with a plastic cap,

Thence, leaving the west boundary of said Section 3, S. 89° 51' 07" E., a distance of 326.74 feet to a 5/8 inch rebar with plastic cap,

Thence, N. 13° 48' 53": W., a distance of 378.90 feet to a 5/8 inch rebar with a plastic cap,

Thence, N. 76° 11' 07" E., a distance of 7.00 feet to a 5/8 inch repar with plastic cap,

Thence, N 13° 48' 53" W., a distance of 77.07 feet to 5/8 inch rebar with plastic cap,

Thence, S. 63° 54' 20" W., a distance of 249.20 feet to the Point of Beginning;

TOGETHER WITH:

A parcel of land situate in the Southwest ¼ of the Northwest ¼ of Section 3, Township 17 north, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

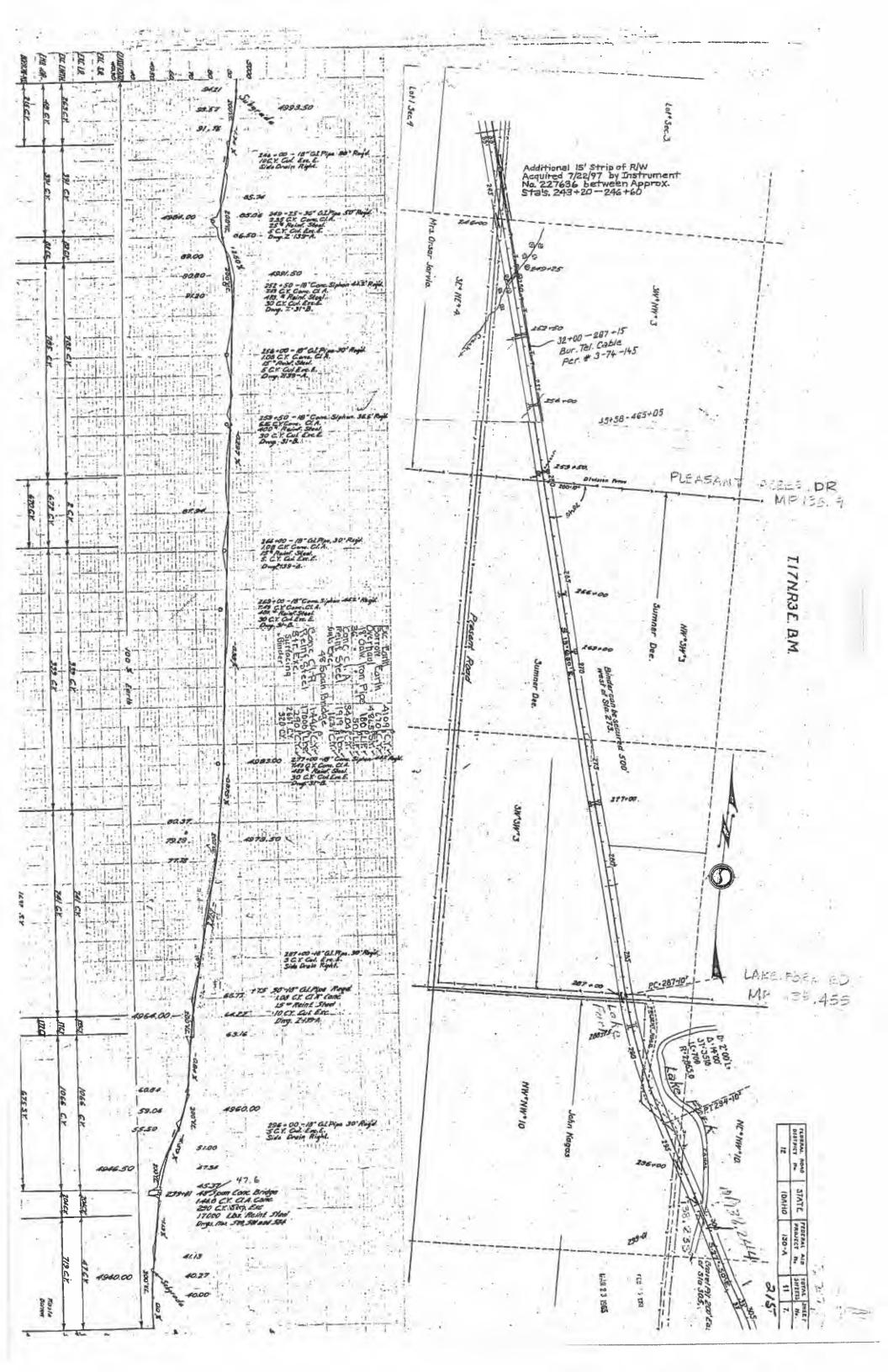
Commencing at a brass cap marking the West ¼ Corner of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho; thence, S. 00° 08' 53" W., a distance of 53.80 feet along the west boundary of said Section 3 to a ½ rebar; thence, N. 63° 54' 20" E., a distance of 249.20 feet to a 5/8 inch rebar with a plastic cap, the REAL POINT OF BEGINNING:

Thence, continuing N. 63° 54' 20" E., a distance of 71.64 feet to a ½ inch rebar on the West right-of-way boundary of State highway 55,

Thence, along said right-of-way boundary, N. 13° 48' 53" W., a distance of 70.01 feet to a ½ inch rebar with a plastic cap,

Thence, leaving said right-of-way boundary, S. 65° 44' 15" W., a distance of 71.18 feet to 5/8 inch rebar with a plastic cap,

Thence, S. 13° 48' 53" E., a distance of 72.34 feet to the Point of Beginning.



Traffic Control

TEMPORARY TRAFFIC CONTROL PLAN T10

322-133.1 10/20/2022 KS KS

NE JOB #: 10 DATE: 10 DRAWN BY: CHECKED BY:

8202/02/01 18 31VG BEAISION





TRAFFIC SIGN LEGEND

PLEASANT ACRES DRIVE

FOR ADDITIONAL INFORMATION, REFERENCE FIGURE 6H-6 FOR SHOULDER WORK WITH ENCROACHMENT (TA-6)

STATE HIGHWAY 55

ŧ

105

TRAFFIC CONES TYP.

0

TEMPORARY TRAFFIC CONTROL, NOTES
TEMPORARY TRAFFIC CONTROL, PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR AND/OR QUALIFIED PERSON AS INDICATED BELOW: WORK SHALL BE

SOO' REQUIRED SPACING

TRAFFIC CONES TYP.

PROPOSED ENTRANCE BY OTHERS FINAL LOCATION PER APPROVED PLANS

PARCEL NO. RP17N03E03395

OSED ENTRANCE BY OTHERS LOCATION PER APPROVED PLANS

AREA WORK ROAD WORK

busiseV

4

- THE CONTRACTOR AND/OR QUALIFIED PERSON SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS ON THIS PLAN. ALL DONE IN COMPLIANCE WITH ITD SPECIFICATIONS.
 - WARNING SIGN SIZE SHALL BE 48" X 48" BLACK ON ORANGE AND RETRO REFLECTIVE, IN NEW OR LIKE NEW CONDITION
- NOT BE SHALL ALL CONFLICTING SIGNS WITHIN THE WORK ZONE SHALL BE COVERED IN AN APPROVED MANNER OR REMOVED. BLACK PLASTIC : ALLOWED.

CONTRACTOR ACREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOBS STITE CONDITIONS DURING THE CONVERGE OF CONSTRUCTION OF THIS PROJECT INQLIDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTRUCTORSY AND NOT BE LIMITED TO NORMAL WORNING HORRS, AND THAT THE CONTRACTORS SHALL DEFEND, INGRANIFY, AND HOLD THE OWNER, ENGINEER HARMLESS FROM ANY AND ALL LIMBILITY REAL OR ALECED, IN THE CONNECTION WITH THE PERFORMANCE OF WARK ON THIS PROPERTY, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGOUES OF THE OWNER OR ENGINEER.

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY APPROVAL OF ANY DOES NOT CONSTITUTE APPROVAL OF ANY OF ANY OF THESE NOTES AND THE ITD WILL NOT BE RESPONSIBLE FOR THERE BLYOCKEAREN.

SPECIAL NOTES

160

120

40

40, 8

SCALE

CONSTRUCTION ZONE - CONTROLLED ACCESS

LEGEND

TRAFFIC CONES (10' SPACING) PROPOSED SIGN LOCATION

TRAFFIC DIRECTION PROPERTY LINE

VALLEY COUNTY, IDAHO

STATE HIGHWAY 55 LAKE FORK INDUSTRIAL PARK

- THE CONTRACTOR SHALL HAVE A CERTIFIED WORK SITE TRAFFIC CONTROL SUPERVISOR ON SITE TO DIRECT THE INSTALLATION AND MODIFICATION OF THE TRAFFIC CONTROL.
- FLAGGERS SHALL BE EQUIPPED WITH TWO WAY RADIOS CAPABLE OF TRANSMITING A DISTANCE OF 2 MILES AND BATTERES TO LAST THROUGH EACH DAY OF OPERATION.
- THE MOUNTING HEIGHT FOR ALL SIGNS MOUNTED ON TEMPORARY SIGN STANDS SHALL BE A MINIMUM OF 5 FEET ABOVE THE LEVEL OF THE ROADWAY MEASURED FROM THE BOTTOM OF THE SIGN TO THE FOVEMENT SURFACE. THE MOUNTNG HEIGHT FOR ALL POST MOUNTED SIGNS SHALL BE A MINIMULM OF 7 FEET ABOVE THE LEVEL OF THE ROADWAY MEASURED FROM THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN SHALL BE 6 FEET.
- TEMPORARY SIGNS STANDS SHALL BE PERMITTED ONLY WHERE SIGNS ARE PLACED AT THE SAME LOCATION LESS THAN THREE (3) DAYS OR AS DRECITED BY ITD.

NASLAND ENGINEERING WILL NOT BE RESPONSIBLE FOR, OR LUBBLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS, ALL PROPOSED CHANGES TO THE PLANS, ALL PROPOSED CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY NASLAND ENGINEERING.

WORK PERFORMED WITHOUT BENETIT OF TESTING AND/OR INSPECTION SHALL BE SUBJECT TO REJECTION AND REMOVAL.

6. ATTENDON IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OF STRUCTURES TO KNOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTIOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES THAT MAY NOT BE SHOWN.

DURING CONSTRUCTION: THE CONTRACTOR SHALL PROPERLY GRADE ALL EXCANATED SUFFACES TO PROVOME POSTINE, DRAINAGE, AND PREVENT PONDING OF WATER, HE SHALL, CONTROL, SUFFACE, WATER TO AVOID DAMAGE TO ADJOINING PROPERTIES OR TO FINISHED WORK ON THE SITE.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGOLAND) WITHIN THE PROJECT SITE AND MAKE EXPLORATION EXCLANDINGS SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT THE REVISION OF THE CONSTRUCTION PLANS IF IT IS FOUND THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.

- SIGNS AND SIGN STANDS NOT IN USE SHALL BE REMOVED OR LAID DOWN AT LEAST 15 FEET FROM THE TRAVELED WAY (I.E. EDGE LINE). ADDITIONAL SIGNING MAY BE REQUIRED AS DIRECTED BY 17D.
- WHERE POSTED SPEED HAS BEEN TEMPORARILY REDUCED, TEMPORARY TRAFFIC CONTROL PLANS SHALL INCUDE "END ROAD WORK" SIGN AND SPEED LIMIT SIGN DEPICTING NORMAL POSTED SPEED.
 - TEMPORARY SPEED REDUCTIONS SHALL BE LIMITED TO THE ACTIVE WORK ZONE ONLY. WHEN WORK HAS STOPPED FOR THE EVENING OR WEEKEND THE SPEED LIMIT SHALL BE POSTED NO MORE THAN TEN MILES PER HOUR BELOW THE NORMALLY POSTED SPEED LIMIT. 12.
- BLUNT ENDS SHALL HAVE TEMPORARY CRASH CUSHIONS MEETING NCHRP 350 OR AASHTO MASH STANDARDS INSTALED BEFORE TRAFFIC IS ALLOWED TO PROCEED IN THE ADJACENT LANE.



VICINITY MAP

Title Commitment

Form 50300016-BI (5-9-17)

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
- 6. If the documents to be insured are to be electronically notarized by a notary outside of the state where the property is located the following exceptions will be added to the policies.

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

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

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

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)

Form 5030030-BII (8-16-17)

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
- 2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the
 issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under
 (a), (b), or (c) are shown by the Public Records.
- Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
- 8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 8 of 11	ALTA Committee of Section 2
MIE NO. 1023000-11C	I PAGE BOT 11	ALTA Commitment for Title Insurance (8-1-16)
		The state of the s
I		

2021 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the
current year. The first one-half is not delinquent until after December 20 of the current year, the
second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2021 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Үеаг

Original Amount

Amount Paid

Parcel Number

2021

\$608.86

\$608.86

RP17N03E033995

Homeowners Exemption is not in effect for 2021. Circuit breaker is not in effect for 2021.

- 10. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
- Covenants, conditions, restrictions and easements contained in deed to the State of Idaho recorded June 26, 1935, as Instrument No. 19920.
- 12. Declaration of Occupancy and Use of Real Estate Agreement upon the terms, conditions and provisions contained therein:

Parties: Edward L. Smith

Recorded: November 04, 1982, Instrument No. 124129

- 13. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded October 12, 1984, as Instrument No. 138603.
- 14. Provisions in deed to Leon Grider and Helen Grider, husband and wife, recorded November 29, 1991, as Instrument No. 184462 and rerecorded December 10, 1991 as Instrument No. 184773.
- 15. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded December 04, 1991, as Instrument No. 184543.
- 16. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded April 18, 2017, as Instrument No. 405189.
- 17. Easement Agreement upon the terms, conditions and provisions contained therein:

Parties: Judith A. Leister, an unmarried woman and Michelle A. Butler, a married woman dealing

with her sole and separate property

Recorded: April 24, 2017, Instrument No. 405268

18. Deed of Trust dated October 21, 2020, to secure an original indebtedness of \$400,000.00, and any other amounts and/or obligations secured thereby

Recorded: October 22, 2020, as Instrument No. 433721

Grantor: LF Land Holdings, LLC, an Idaho limited liability company

Trustee: Amerititle Beneficiary: Tad Cowley

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 9 of 11	ALTA Commitment for Title Insurance (8-1-16)

DocuSian Envelo	ne ID: 30FF90	1F3-15CA-4NAF-P	16C0-F8B00E52CAF4
Docaoign Entreio	PC 10, 001 E00	750-10011-40111 -C	,000 i 0000E0E0ii 4

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1025608-MC	Page 10 of 11	ALTA C	Commitment for Title Insura	nce (8-1-16)
!	ĺ			

	INFORMAT	TIONAL NOTES	· · · · · · · · · · · · · · · · · · ·	

DocuSign Envelope ID: 30FE90E3-15CA-40AF-B6C0-F8B00E52CAF4

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 11 of 11	ALTA Commitment for Title Insurance (8-1-16)
		1



Form 5030000 (1-31-17)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILTY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I — Requirements; Schedule B, Part II — Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I — Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dannis J. Gilmore, President

Greg L. Smith, Secretary

Issued through the office of:
Flying S Title and Escrow of Idaho,
Inc.
616 North 3rd Street Suite 101
McCall, ID 83638

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

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 1 of 11	ALTA Commitment for Title Insurance (8-1-16)

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 2 of 11	ALTA Commitment for Title Insurance (8-1-16)

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

File No. 1025608-MC	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16)

Well Log

Well Logs

Water Rights • Weils • Streams/Dams/Fioods • Forms • Water Data • Maps/Spatial Data • Legal • Board • About IDWR •

Find a Well Map

Use the map below to view well locations layered with areas of drilling concern in addition to nitrate priority areas, groundwater management areas, and more.



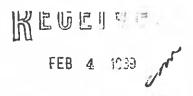
Need a larger map?

Click here to view a full-size interactive map of the wells.

(https://maps.idwr.idaho.gov/agol/WellsandGroundwaterManagement/)







Department of Reclamation

State law requires that this report shall be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

	•	
WELL OWNER:	Size of drilled hole: 9 32 Total	
Name Vernon G Peterson	depth of well: 69 Standing water	
Halle Vimon G Islandor	lamal below mountains water	
Address mcCall Islaho	level below ground: 13 Temp.	
	Fahr ° Test delivery: 20 gr	Om C
	or cfs Pump? Bail	
Owner's Permit No.	Size of pump and motor used to make test:	:
NATURE OF WORK (check): Replacement well	13HP Submersible	
New well Deepened Abandoned	Length of time of test: / Hrs. Min	1.
——————————————————————————————————————	Drawdown: O ft. Artesian pressure: ft.	
Water is to be used for: Domestic	above land surface Give flow cfs	
METHOD OF CONSTRUCTION: Rotary Cable		
		,
Dug Other	Controlled by: Valve Cap Plug	_
(explain)	No control Does well leak around casi	ing?
CASING SCHEDULE: Threaded Welded X	Yes No MATERIAL 4358 WATERIAL 4358 WATERIAL	
6 "Diam. from +/ ft. to 57 ft.	DEPTH MATERIAL 4358 PS (TER
"Diam. from ft. to ft.	FROM TO 生むつうちょ	OR N
"Diam. from ft. to ft. "Diam. from ft. to ft.	FEET FEET	
"Diam. from ft. to ft.		-
Thickness of casing: , 250 Material:		20
	10 14 100	100
Steel concrete wood other	15 32 Plan	ne
	32 DA Coarse hedung dans 1	100
		no
(explain)	68 - Grand	es
PERFORATED? Yes 🔀 No 🔲 Type o of	Y .	
perforator used: Joseph Put		
Size of perforations: 1/16 " by		
perforations from 47ft. to 57ft.		
perforations from ft. to ft.		
perforations from ft. to ft.		
WAS SCREEN INSTALLED? Yes No Z		
Manufacturer's name		
Type Model No. Diam. Slot size Set from ft. to ft.		
Diam. Slot size Set from ft. to ft		
Diam. Slot size Set from ft. to ft.		
CONSTRUCTION: Well gravel packed? Yes		
No. X size of gravel Gravel		
placed from ft. to ft. Surface seal		
provided? Yes No To what depth?		
ft. Material used in seal:		
Puddling Player	·	
Did any strata contain unusable water? Yes	<u> </u>	
No. X Type of water:		
Depth of strata ft. Method of sealing		
strata off:		
Strata off:		
Surface casing used? Yes No.		
Cemented in place? Yes No		
Tornia unil de ecotion		
Locate well in section		
	The second secon	
Y		

IDAHO DEPARTMENT OF WATER RESOURCES

		<u> </u>									
Office Use Only											
Inspecte	d by										
Inspecte Twp	Rge		ec								
1	/4	1/4	1/4								

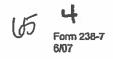
844469

Form 238-7 3/95-C96 WELL DRILLER'S REPORT TAGH D0047307 Long: 1. DRILLING PERMIT NO. 0 -0 -4 -7307 -11. WELL TESTS: Other IDWR No. □ Pump □ Bailer ☐ Air ☐ Flowing Artesian Yield gal/min. Drawdown Pumping Lavel 2. OWNER: 30GPM 10ft 37ft 2hours Name David Johnson Address P.O. Box 972 City Nampa State ID Zip 83686 Water Temp, 54DegF Bottom hole temp. 3. LOCATION OF WELL by legal description: Water Quality test or comments: Sketch map location must agree with written location Depth first Water Encountered 6ft 12. LITHOLOGIC LOG: (Describe repairs or abandonment) Twp. 16 North X or South I Water Rge. 3 East 🛛 or West 🗌 Remarks: Lithology, Water Quality & Temp. Bare From NW 1/4 SW 1/4 Dia 10" 0 3 Sandy Top Soil 3 20 Coarse Sand Gov't lot ____ County Vailey 6" 20 27 Coarse Sand Lat: Long: : 27 36 Gray Clay Address of Well Site 12360 Rainbow Dr. 36 55 Coarse Sand City Donnelly 55 60 Gray Clay 60 Coarse Sand and Gravel Sub. Name Coho Estates 4. USE: ☐ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection ☐ Other ______ 5. TYPE OF WORK check all that apply (Replacement etc.) New Well Modify Abandonment Other 6. DRILL METHOD ☐ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other 7. SEALING PROCEDURES **AMOUNT** SEAL/FILTER PACK METHOD Material Sacica or **Pounds** RECEIVED Bentonite 0 20 5501.bs Dry Pour SEP 2 5 2000 Was drive shoe used? MY J N Shoe Depth(s) 60ft WATER RESOURCES WESTERN REGION Was drive shoe seal tested? ☐ Y ☐ N How? 8. CASING/LINER: Diameter From To Gauss Material Casing Liner Welded Threaded 6" +2 60 250 Steel 250 × X 4.5" 55 **PVC** 35 S40 Length of Tailpipe Length of Headpipe Completed Depth: 75 (Measurable) 9. PERFORATIONS/SCREENS ☐ Perforations Date: Started 9-14-06 Completed 9-18-06 Method ⊠ Screens Screen Type pyc 13. DRILLER'S CERTIFICATION I/We certify that all minimum well construction standards were Slot Size Number Diameter Material Casing Line Freeza To complied with at the time the rig was removed. 区 4.5" .020 PVC Firm Name COONSE WELL DRILLING Firm No. 409 Firm Official Date 9-25-06 10. STATIC WATER LEVEL OR ARTESIAN PRESSURE: Supervisor or Operator Date 9-25-06_ 6ft. below ground Artesian Pressure (Sign once if Fign Official & Operator) Depth flow encountered ft. Describe access port or control devices: Date: 9/25/2006 Time:8:13:00 AM

Form 238-7 11/97

17/543 IDAHO DEPARTMENT OF WATER RESOURCES

IDAHO DEPARTMENT OF WATER RESOURCES Office Use Only									
WELL DRILLER'S R	EPORT			Inspected by					
1. WELL TAG NO. D 0019311					Rge\$		_		
DRILLING PERMIT NO	11. WE	LL TES	STS:	Lat:	1/4 1/4 : : Long:				
Other IDWR No.		Pump	☐ Bailer	Sa Air	Flowing /		<u> </u>	J	
2. OWNER: O		al min	Drawdowr	1	Pumping Level	1	ime		
2. OWNER: Jim Newcond Address Bisk 118	2	Ō		•	57	2.1	43		
Address 30X 118									
City LAKe fork State Jet Zip 23635	L		1/200						
3. LOCATION OF WELL by legal description:	Water Ten			rlea	Bottom ho	ole temp.	_		
•	water Qua	iny test or	comments: .	CIEC	Depth first Water	F	. 6		
Sketch map location must agree with written location.	12. LITE	IOLOGI	C LOG: (D)	escribe :	repairs or abando	inuuuni Itaamari	_		
	Bara		1				Wa		
Twp. 17 North Ø or South □	Dia: Fro				ter Quality & Temp	erature	Y	N	
Rge. 3 East & or West 1/4 Sec. 3 1/4 Sec. 1/4 Se	101, C		Top 5				<u> </u>		
Sec	10'' Z		lomu.	SANC II	1-1 grave	,	 		
X Lat: : Long: :	61 20		CIAY	,	•••		_	\vdash	
S Address of Well Site 12.270	दिगडि	2 35	المانيا	SAN	टे				
Give at least named of road or Landward City Lake fork	(4 3 S		30000			···		Н	
(Give at least name of road + Distance to Road or Landmarn)	673	7 40			me term	e.			
LtSub. Name	少少		LAY	SANC	450				
	6" 5) 53	Cochse	GMA	ne)		×		
4. USE:			<u> </u>						
B_Domestic ☐ Municipal ☐ Monitor ☐ Irrigation		+					-		
☐ Thermal ☐ Injection ☐ Other		+	 				 		
5. TYPE OF WORK check all that apply (Replacement etc.)		 	1					\vdash	
SK New Well D Modify D Abandonment D Other		1			(*)			\vdash	
58-Air Rotary				-	GANNED-	.			
					GRIVICE				
7. SEALING PROCEDURES				ות	C 0 3 2001				
SEALIFILTER PACK AMOUNT METHOD Malerral From To Secks or				DL	-0 0 3 2001				
Pounds							-		
Bentonik 0 20 18 Bis overbone		1						\vdash	
		-	2000						
Was drive shoe used? SY □ N Shoe Denth(s) 53		9 ye 6	111111						
Was drive shoe seal tested? Ya N How?								Н	
8. CASING/LINER:	113	10	- 3 200						
Diameter From To Gauge Material Casing Liner Welded Threaded					· JE	D_			
6" 1 58' 1250 Strel & 0 0 0		100	A STATE OF THE PARTY OF THE PAR	the Co	Orton				
		2,38.37		-	UCT 18 200			\vdash	
		_			WESTERN REGIO	8	-	Н	
Length of Headpipe Length of Tailpipe		+	-		WEBIERN REGION	·			
9. PERFORATIONS/SCREENS *Perforations Method 75			 					\vdash	
Screens Screen Type	Complet	ad D	epth .5	41		(Max	surab	la)	
oweels oweel type	Date:		19.10 0	1	Completed /C	5.70	.0 /	101	
From To Slot Size Number Diameter Material Casing Lines					- Completed 7 4				
54 52 4" 16 1/2" Steel R =	13. DR	ILLER"	S CERTIFIC	ATION					
0 0				truction sta	andards were complie	d with at			
	the time th	-		A ~	-1 -				
	Company I	Name	LENASO	41.	11, Ng Fim !	No. 3	1/		
10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:			nr				,		
32 it. below ground Artesian pressurelb.	Firm <u>Offi€</u>	1	11/-	-	Date/O·/.	5.0/	_		
Depth flow encountered 55' ft. Describe access port or	and								
control devices: WEII CAP	Driller or C	perator	(E	C OF CO.	Date				



IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL											.EVEL and WELL 1					,
					757			Depth	first wate	er encou	nlered (ft) <u>40</u>	_ Static	water le	evel (ft)	34	
								Water	temp. (°i	7 <u>4</u>	8° Botton	n hole ter	np. (°F)			
2. OWNE	R:				s HeR			Descri	be acces	s port_	SAN'TARY L	sell	Sel	92_		
Name	plle	GN.	+ LA	<u>urin</u>	s HeR	RICK		Well t	est				est mel	lhod:		
Address 1045 Lick CReek Rd.						Diaw	down (feel)	Diss yle	charge or Test dura ld (gpm) (tribule		-chinz	Spiler	Alr F	Rowing Intesian		
Address 10.45 Lick CReek Rd. City Mc Call State Id. Zip 83638 3.WELL LOCATION:							22 18 60 0									
3.WELL L	OCAT	ION:														
Twp. /7	Nort	h 🗵 o	r South		Rge. <u>3</u> E	est 🗵 o	or West 🔲				ments gond					
Sec	3		DE 1.	14 _5	W 14 54)_1/4		13. LIT			and/or repairs or a	•			-	later
				-	_	-		Dia.	From (ft)	Το (tt)	Remarks, Othology o	r descript øft, water	ion of rep temp.	polis or	Y	N
Gov't Lot		<u>Co</u>	unty/	9116	(Dag			6	HO	50	BROWN SAND	1 + 01	AU		X	+ "
Lat	4	"_	30.1	<u> </u>	(Dec	, and Deck	mai minutes)	6	50	52	BROWN CL	44	***		1	区
Long/_	16	- 0	05.	<u> 152</u>	(Deg	. and Deck	mail minutes)	1/0	52	57	BROWN SAN	2+0	72191	VEL	X	1
					1WY. 5			6	57	58	BROWN MUS	d4 5	ANO			X
Over 10 Land All	-	ere e e e		City	Mc CAL					_						
								-			- 1				+-	-
4. USE:								-							+-	-
M Domes	stic 🔲	Municipa	Mo 🔲 k	nitor [Infigation 🔲	Therma	I Injection	·	-						+	-
Other_						***					HECE	11/ =	: D		+	+
5. TYPE			most vell		lodify existing w	all l			1		1	<u> </u>			+	1
Abando	onment Coment		er De	e Pe	. A	-TEI					AUG 1	2 204	2,		\top	1
6. DRILL				_,							703 1	= 401	1			
Air Ro	ary [Mud F	totary [Cable	Other_						WATER RE					
7. SEAL	NG PR	OCEDU	RES:					1			WESTERN	REGR	אכ			1
Бері п	aterial /	From (m) To (ft)	Quantity	(855 or St) Place	मानवं क्रमं	euf Burgitet		-				_			-
	ν / ι	4														-
l _	_		J	1				l			RE	CET	V E	11	+	+
8. CASIN			Gaussel I						 		1		* =			+
Character	- 1		Schedule	Mat		400	readed Welded				Δίξ	118	2014		+	1
6"	1	56	.250	STE	= -								5V11			
Ad	led	. 17	OF 6'	ASi	<i>y</i>						WATER					
200											WEST	EHN H	EGIU	N		
			\rightarrow												ᆜ	╄
Was do-	chos	codo [V 571 s.	Shop	Depth(s)			-	-	-	1					+
9. PERF				UNIOG L						1	 				+	+
															+	+
Perforatio	_	_													+	1
Manufacti			Y MINI	ype												
Method o	f installa	tion														
From (#)	To (ff)	Stot size	Numberift	Diametr (nomina	Material Material	Gaug	e or Schedule	Comp	leted Dec	oth (Meas	urable): 50	, '				
													4.4	7 2	,, ,,	,
											- ,	ta Comple	apd:	1-2	7-14	7
			i								TIFICATION: ilmum well constructi	on standa	ards we	ius Cotui	alied with	ı at
Length of	Headni	pe		Len	gth of Tailpipe	1			ne the ri							
Packer [Come	any Nar	ne Ge	TRIN WELL D	יון ביצו	מ פעל	a. No	408	y
10.FILTE											1+. J		7			111
	IX PAU		n (80) To	/m) /	luantilly (libs or 11 ²)	Dhara	ment method	"Prin	ipal Drill	1 1	Ltw. Mi					
Filter Material From (ft) To (ft) Quantity (lbs or ft ²) Planement method						*Driller Lott W. Latru Date 7-28-								14		
-		-						*Ore	ator II				п	ate		
44.67.53	10000		***				-									
11. FLO									ator I		-		۵ —	ale		
			M N Arti	esian Pr	essure (PSIG)			* Sign	nature o	f Princip	sal Driller and rig op	erator a	re requ	ired.		
Describe	control	device _								•			•			

Plat

AUD SURVEYS, INC.
CASCADE, ID 23611
PHONE:
WWW.DUNINGANDSURVEYS, COM

"SANDS 55 SUBDIVISION"

LAKE FORK 55, LLC.

AMENDED TAX NO.5 1204, 1208 & TAX NO. 180

SECTION 3

T.17N., R.3E., B.M.

VALLEY COUNTY, IDAHO

LETIMINARY PLAT

PATE

10. DESCRIPTION

10. SHEET DATA

11. OPP

11. OPP

11. OPP

12. OPP

13. OPP

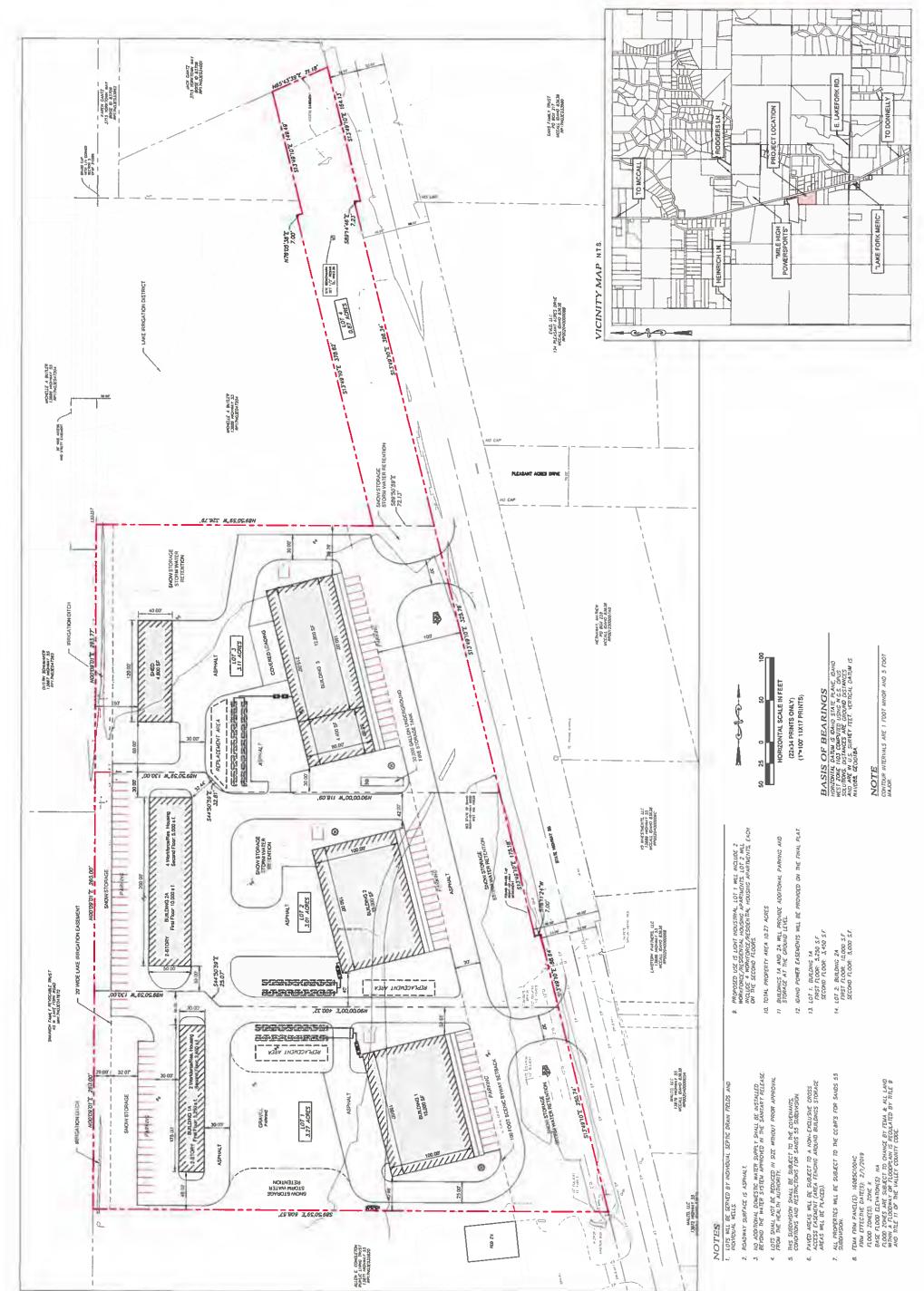
13. OPP

14. OPP

15. OPP

16. OPP

1 of 1



Survey

LF LAND HOLDINGS, LLC AMENDED TAX NO.5 1208, 1208 & TAX NO. 180 SECTION 3 T.17N., R.3E., B.M. VALLEY COUNTY, IDAHO P.M.: DTD DRAWN BY: DTD CHECKED BY: SRD DATE: 9/7/2022 FILE NO: 3429 1 of 1 uunp LOBOCHAPHIC SURVEY DESCRIPTION **JTAQ** 'ON JACK CAM7Z JATS YOM/TOWN BAY BOYSE D. 61708 RP17MQJEQ34007 The state of the s A DICLINE LOCATE WAS NOT COUPLETED AT THE TAME OF SURVEY. THE UNDERCROUND UTLITIES SHOWN HEREON WERE COPIED FROM AS-BUILT DRAWINGS. BASIS OF BEARINGS
HORIZONIA, DAINE RAWE, DAHO
MEST ZONE INGLICHMENTE SAWE, DAHO
SQUINDES, SQUINCES ARE GROUND DSTANCES
AND ARE IN U.S. SUREY TET. VETICAL DATM IS
NAVORR, GEODIA. Section 20 125 NOTE

REFR TO VALLEY COUNTY BUILDING DEPT. FOR PRESTRICTIONS.

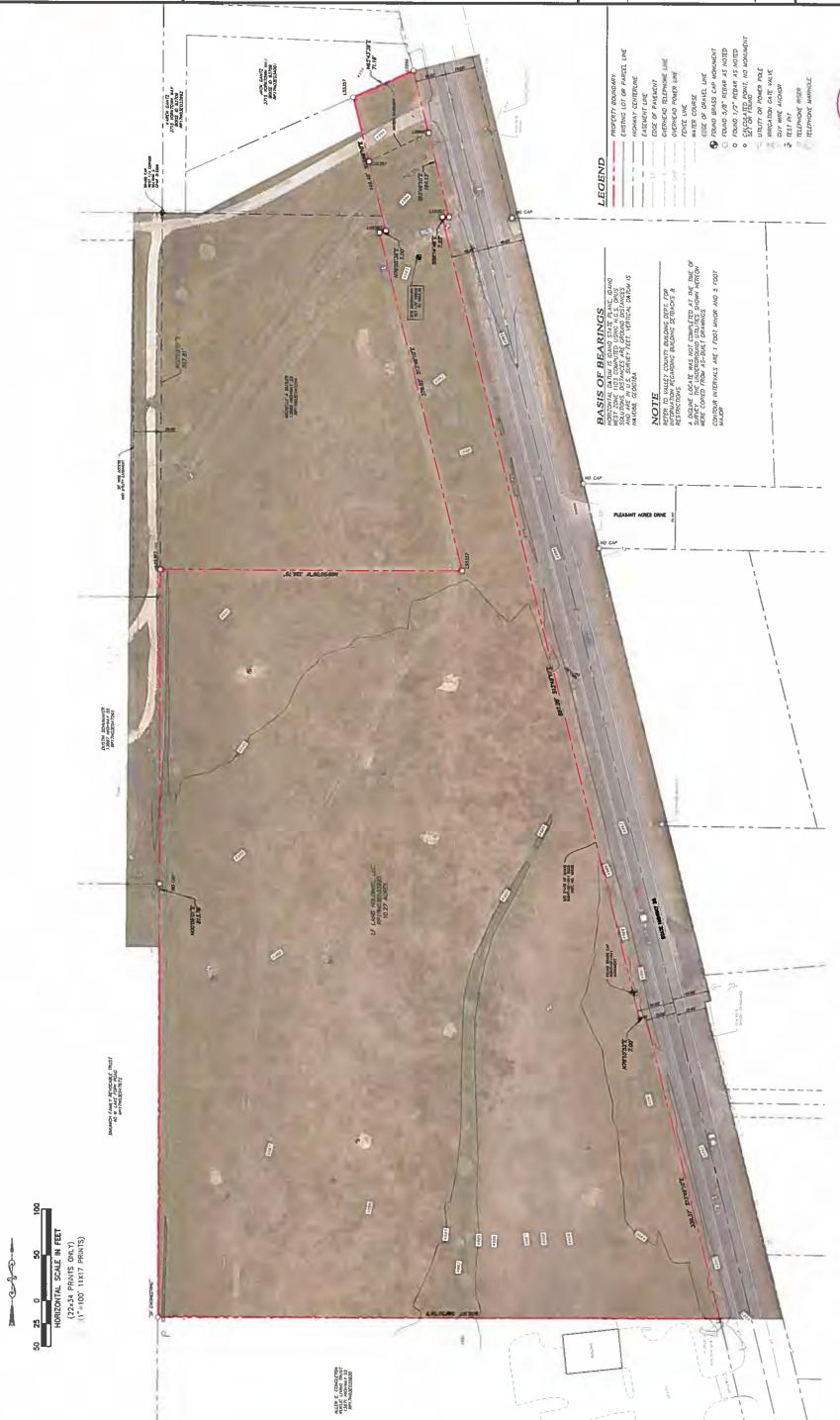
RESTRICTIONS. .62 PAT 41,651,051,88% DASTN SCHOOLINGS SMP HICKORY SS PRESIDENCE TOTAL BANK CAN MONTON-MAN MONTON-MAN SMEANTH FAMILE MYSCALLE THUST AS IN LANG FORM ADAD MAINTHAN TO ALLEY E, CONGLITON
ALKELE LINKE JRUST
1387 AREVIEW 13
APP JACKELSER

TO POG RA PHIC SURVEY

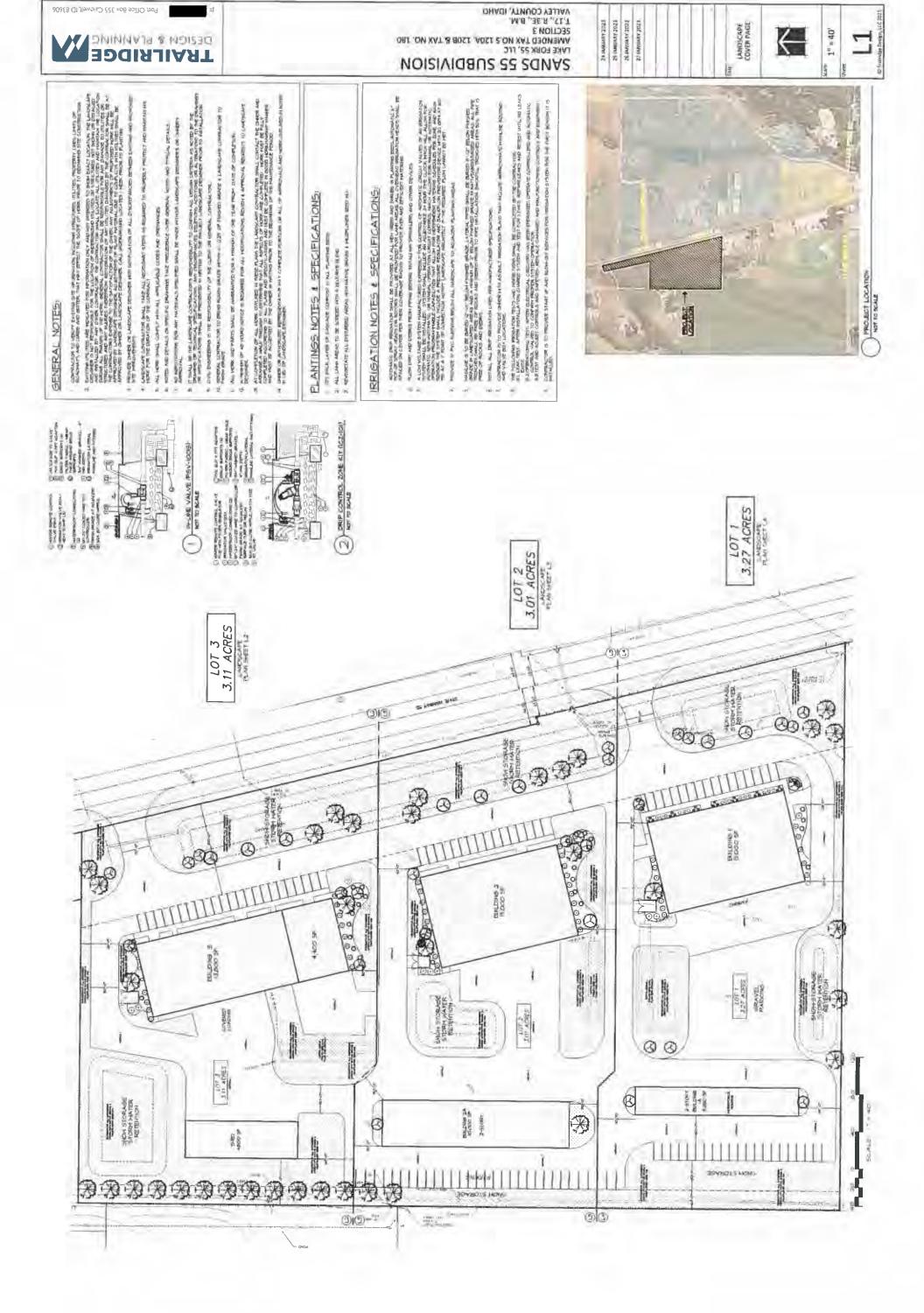
TO POG RAN PHIC SURVEY

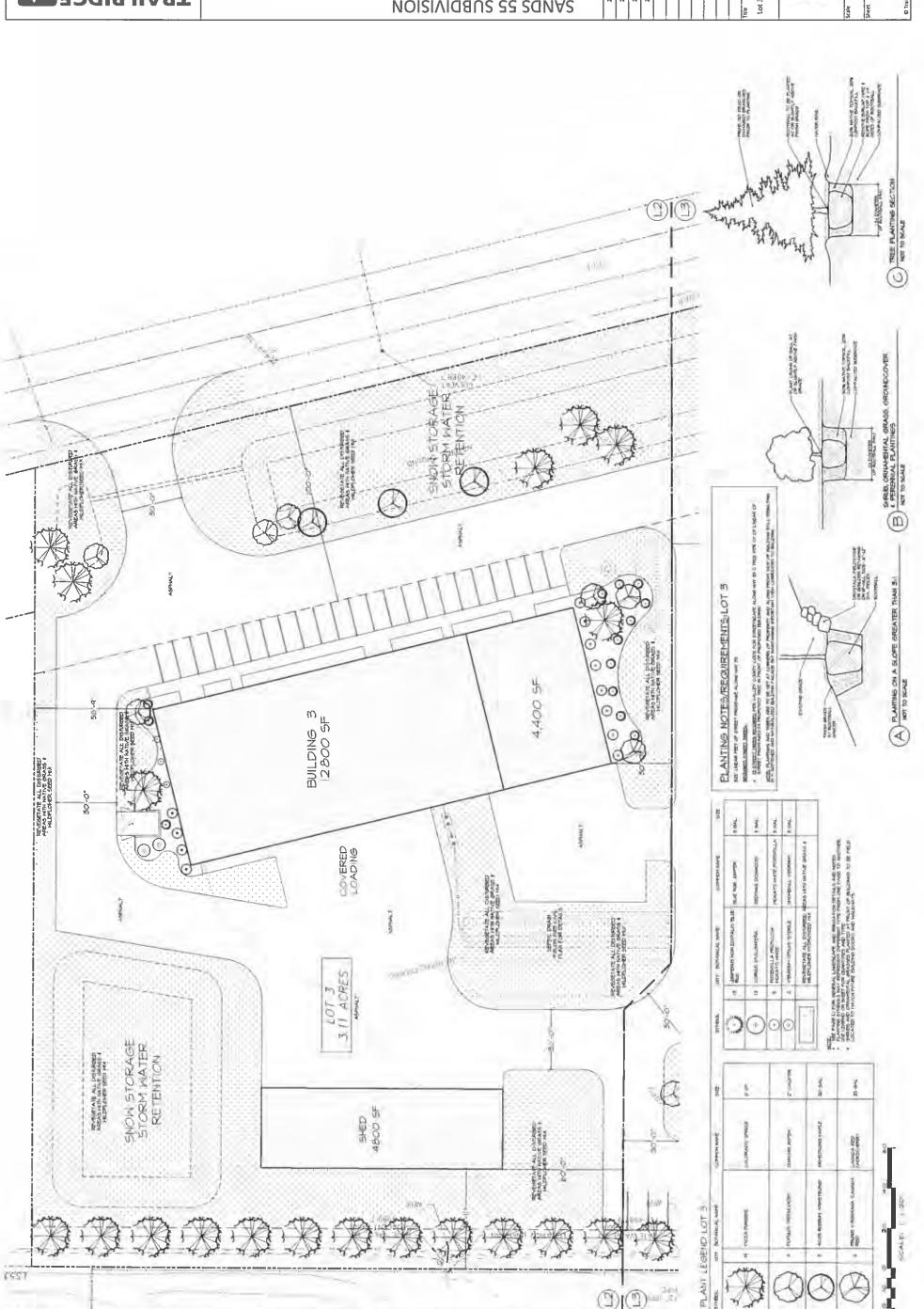
TO POG

1 of 1



Landscape Plan





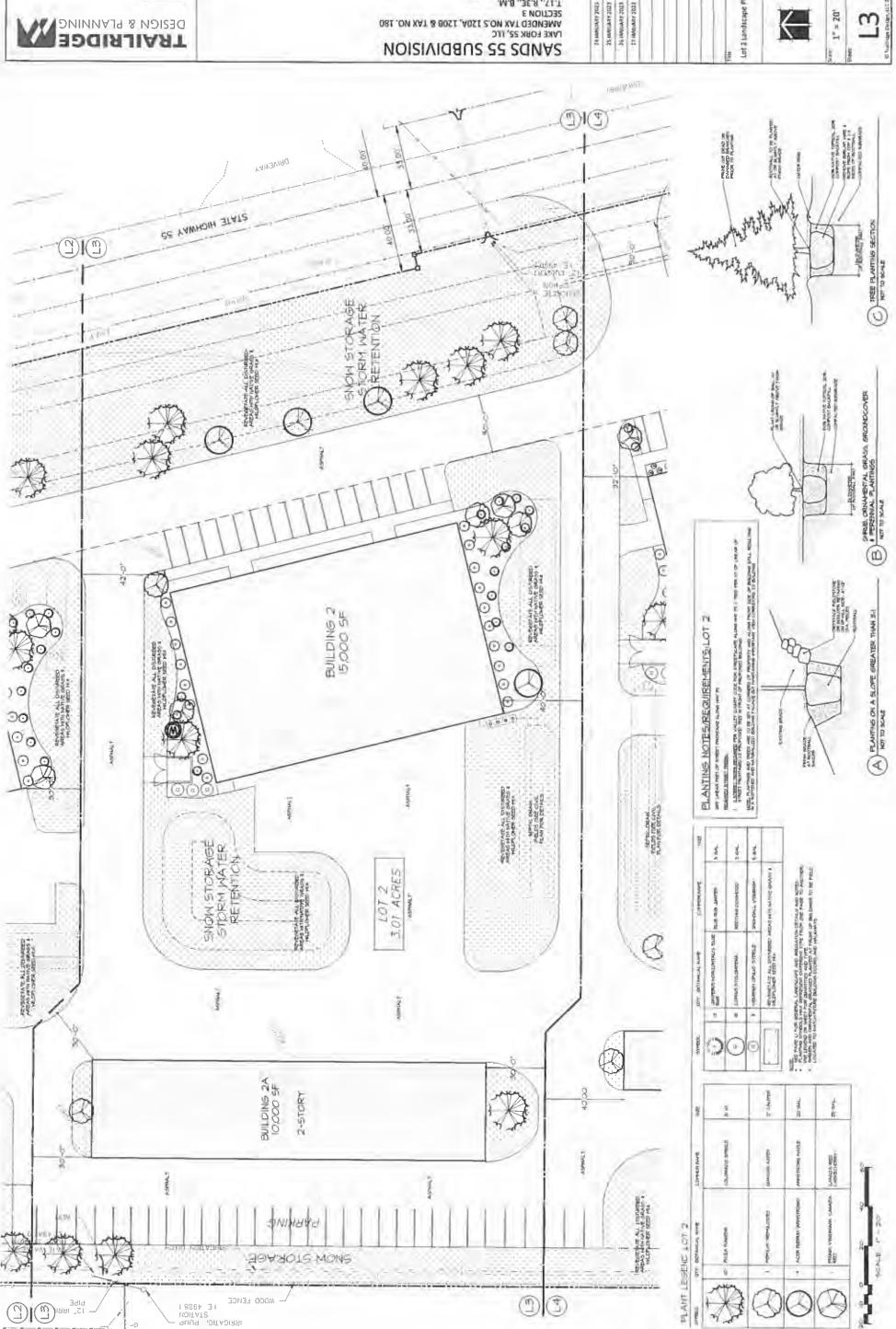


SANDS 55 SUBDIVISION

VALLEY COUNTY, IDAHO

LAKE FORK 55, LLC
AMENDED TAX NO.5 120A, 120B & TAX NO. 180
SECTION 3
T.17., R.3E., B.M.

1" = 20'



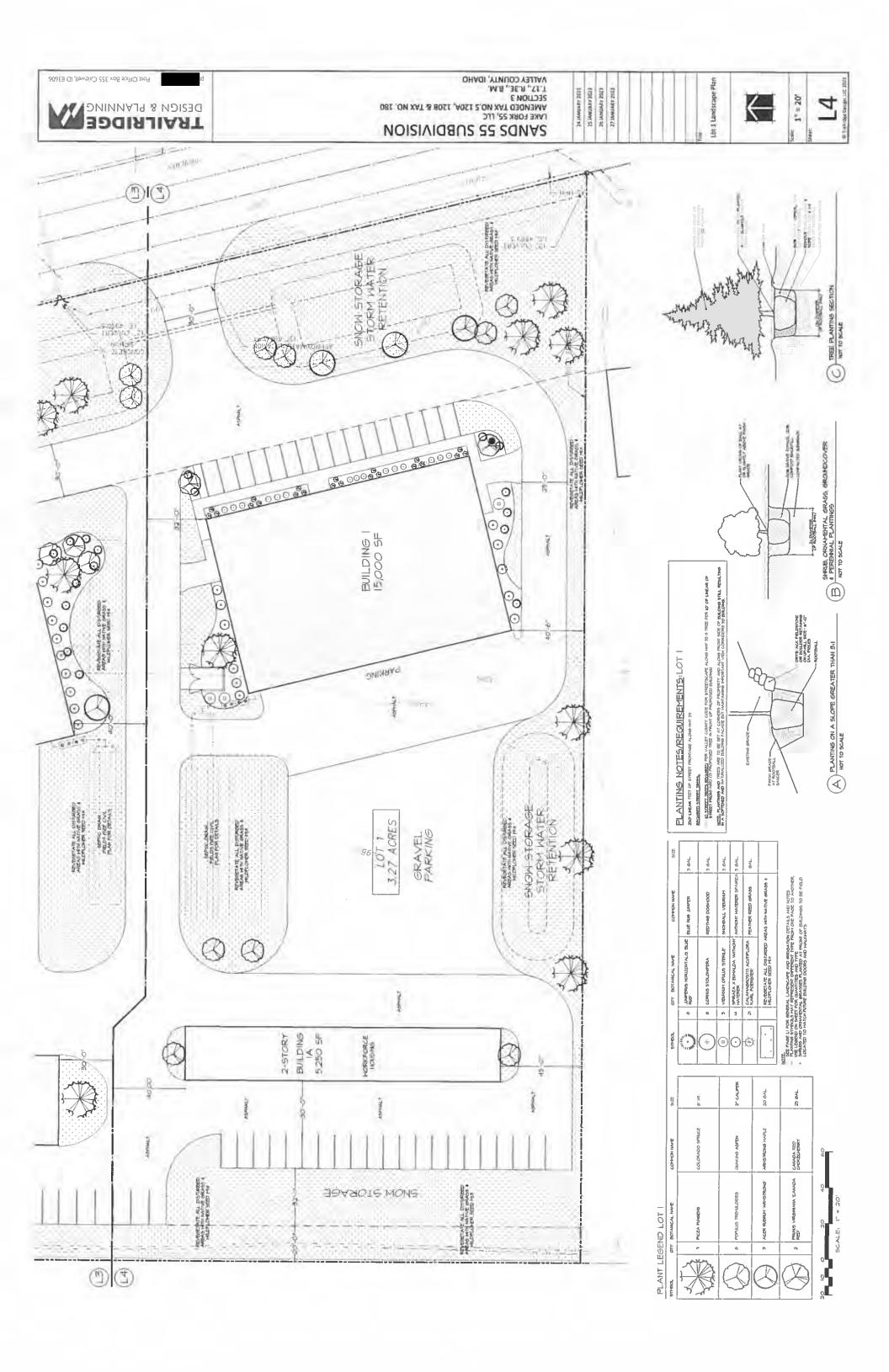


SECTION 3 T.17,, R.3E., B.M. VALLEY COUNTY, IDAHO LAKE FORK 55, LLC AMENDED TAX NO.5 1206, 1206 & TAX NO. 180

Lot 2 Landscape Plan

1" = 20"

13



Topo and Bounday

WWW. DUNHILANDSURVEYS. COM
PHONE:

CASCADE TRAIL

25 COYOTE TRAIL

TOPOGRAPHIC SURVEY

LF LAND HOLDINGS, LLC

AMENDED TAX NO.5 1208 & TAX NO. 180

SECTION 3

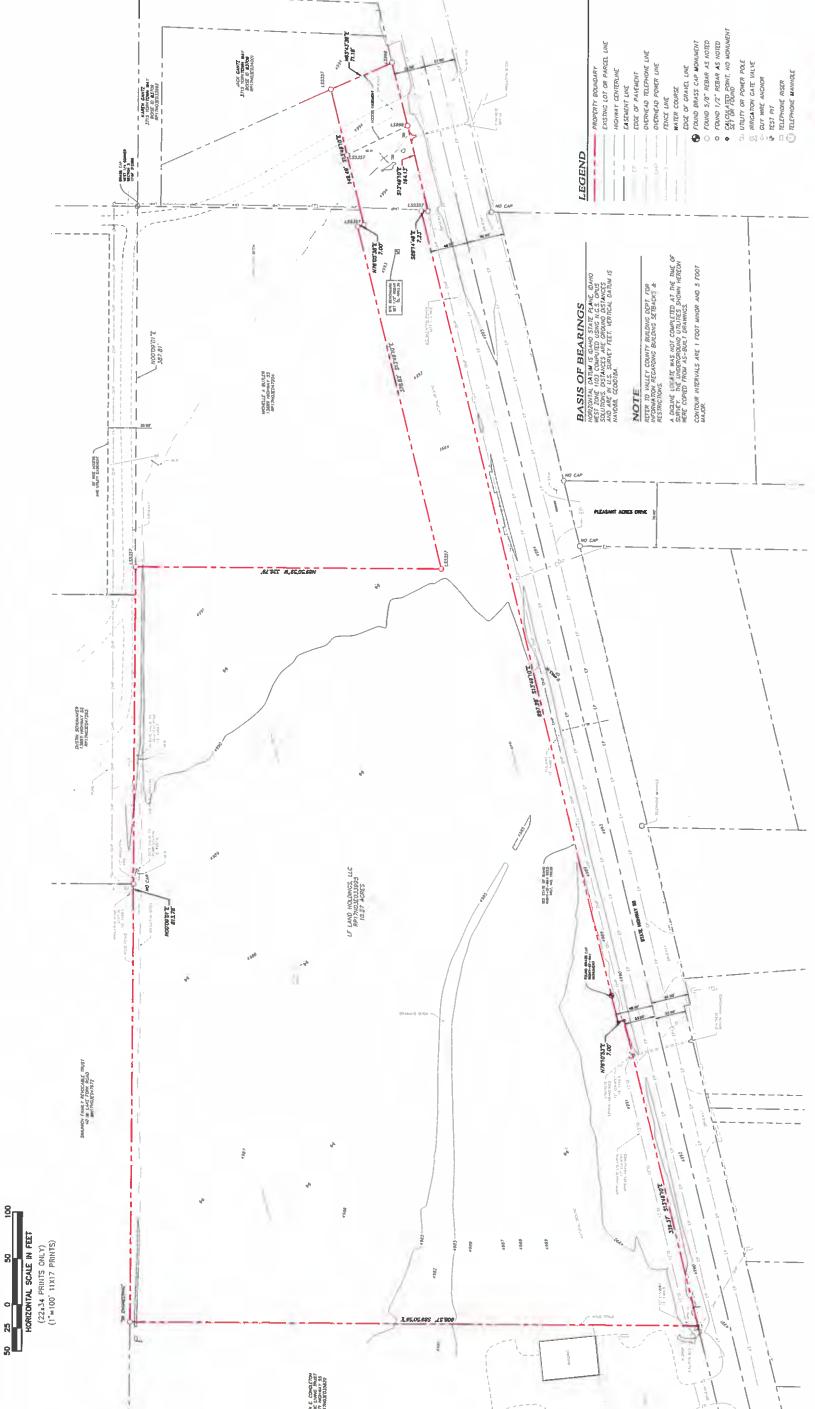
SECTION 3

VALLEY COUNTY, IDAHO

NO. DESCRIPTION DATE

P.M.: DTD DRAWN BY. DTD CHECKED BY. SRD DATE: 91 7/2 2022 FILE NO. 3429

1 of 1



2S COYOTE TRAIL
CASCADE, IID 81611
PHONE:
WWW.DUNIALANDSURVEYS, II DM



LF LAND HOLDINGS, LLC
SECTION 3
SECTION 3
T.17N., R.3E., B.M.
VALLEY COUNTY, IDAHO

TAO NOITQIADZED ON TE TO THE TOTAL ON THE TO

P.M.: DTD DRAWH BY: DTD CHECKED BY: SRD DATE: 9/7/2022 FILE NO: 3429

1 of 1

