



April 27, 2026

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning
219 North Main Street
Cascade, Idaho 83611

Subject: Valley View Landing – Subdivision Application

Dear Cynda,

Please find attached to this letter, a subdivision application submittal for the Valley View Landing project located at the intersection of Loomis Lane and Highway 55, Valley County, Idaho. Valley View Landing has been thoughtfully envisioned as a flex-use development that reflects the way people in Valley County live and work. This project is designed to support a natural blend of residential living, small business activity, and functional shop spaces, creating a place where owners can live, build, and operate in a cohesive and well-organized setting. We believe this approach responds directly to the needs of the surrounding area, where flexibility, self-sufficiency, and practical land use are highly valued. Our intent is to provide a development that feels appropriate to its setting - rural in character, but intentional in design - while offering long-term usability for a wide range of owners.

The development is proposed in two phases. Phase 1 will consist of 20 lots, followed by Phase 2 with the potential for an additional 7 lots, for a total of 27 lots. Approximately 3,230 linear feet of asphalt roadway will be constructed across both phases. The project will include a 24' wide paved road, along with a gravel emergency access road to be completed during Phase 2.

A pre-application meeting was held on February 23, 2026 in which the project was discussed with the Client/Developer. A meeting was held with Valley County Road and Bridge between the Developer and Kerstin Dettrich on April, 7 2026.

The Developer met with the U.S. Army Corps of Engineers (USACE) to discuss the potential presence of wetlands on the property. While wetlands may be present, USACE determined that the features observed are not under USACE jurisdiction. A formal wetland delineation will be completed, and any impacts associated with roadway construction will be addressed through coordination with, and permitting by, the appropriate authority/agency. Any wetland-related impacts within individual lots are anticipated to be addressed by the individual lot owners.

The property benefits from existing water rights delivered via a 12-inch irrigation adjacent to the northern parcel. These rights will be utilized to support and maintain water levels within Pond 1 and Pond 2, contributing both functionally and visually to the development.

A Wildland Urban Interface Fire Protection Plan has been prepared for the property in compliance with Valley County Code 10-7-1. Additionally, the developer has had discussions with Donnelly Rural Fire Protection District about fire protection on-site. The southern parcel will use two (2) fire protection tanks and the northern parcel will use a proposed pond and/or tank for fire protection.

Currently, no utilities are located on-site. Power is available along Loomis Lane, and two existing wells, which appear to be abandoned, are present on the property. Power and communication services will be extended into the development. Each lot will be served by its own individual well and septic system, consistent with the rural character of the area.

Currently we are not requesting any variances for the development. Included in the submittal are three (3) copies of the following items in the order listed:

- Valley County Subdivision Application – *15 pages*
 - Application
 - Irrigation Plan
 - Weed Control Agreement
 - Impact Report
 - Lighting Plan
 - Landscaping Plan
 - Phasing Plan and Construction Timeline
- Proposed Subdivision Street Names and Development Parcels 1" = 300' – *1 page*
- Preliminary Plat – *1 sheet*
- Existing Conditions with Preliminary Site Plan – *1 sheet*
- Preliminary Road, Grading and Stormwater Management Plan – *4 sheets*
- Preliminary Legal Description – *3 pages*
- Title Report – *24 pages*
- Property Owners Within 300 Feet of Property Boundary – *1 page*
- Well Logs – *21 pages*
- Draft Wildfire Mitigation Plan – *6 pages*
- Draft CC&Rs – *20 pages*
- Neighborhood Meeting – *4 pages*

Thank you for your attention to this submittal and please feel free to contact our office at your earliest convenience should you have any questions and/or comments regarding the submitted applications.

Sincerely,

Crestline Engineers, Inc.



Anthony Dini, P.E.
Project Engineer

SECTION I
SUBDIVISION APPLICATION

Valley County Planning and Zoning Department

700 S. Main ST
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
cherrick@valleycountyid.gov
208-382-7115



Subdivision Application

Includes Conditional Use Permit

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input checked="" type="checkbox"/> Check [REDACTED]	or <input type="checkbox"/> Cash or <input type="checkbox"/> Card
FILE #	SUB SUB 26-011 Valley View Landing	FEE \$	_____
ACCEPTED BY	Hannah Smith	DEPOSIT	\$1000
CROSS REFERENCE FILE(S):	_____	DATE	04/27/2026
<input checked="" type="checkbox"/> ADMINISTRATIVE PLAT	COMMENTS: _27 - lot subdivision		
<input type="checkbox"/> SHORT PLAT	_____		
<input type="checkbox"/> FULL PLAT	_____		

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

Applicant's Signature:  Date: 4/24/26

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

- Neighborhood Meeting Information and results** if 5 or more lots. VCC 9-5H-1.D
- A **preliminary plat** containing all of the necessary requirements according to the Valley County Subdivision Regulations, Title 10.
- A **phasing plan and construction timeline**.
- An **8½ x 11" – 300 scale drawing** of the proposed subdivision showing only the street names and lots.
- A **plot plan**, drawn to scale, showing existing utilities, streets, easements, ditches, and buildings.
- A **landscaping plan**, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list, indicating the size, quantity, location, and name (both botanical and common) of all plant material to be used.
- A **site grading plan** clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- A **lighting plan**.
- A **Wildfire Mitigation Plan** – Proposed administrative plats of less than 5 lots and proposed subdivisions with lands less than 20% "forested" (see definition in VCC 10-7) are exempt from the professional requirement and the short-form WUI plan may be submitted.
- Names and mailing addresses of property owners within 300 feet of the property boundary**. Information can be obtained through the Valley County GIS maps. Only one list is required.
- Three (3) copies of the application and additional materials are required.**

We recommend you review Title 9 and Title 10 of the Valley County Code online at www.co.valley.id.us/planning-zoning or at the Planning and Zoning Office, 700 South Main, Cascade, Idaho.

Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

PROPOSED SUBDIVISION NAME: Valley View Subdivision

APPLICANT Jon Vanderhoef **PHONE** [REDACTED]
Owner Option Holder Contract Holder

MAILING ADDRESS 602 W Watersford Dr. Eagle, ID **ZIP** 83616

EMAIL [REDACTED]

PROPERTY OWNER Knife River Corporation (31 acre parcel) & CCD Investments One LLC (15 acre parcel)
(if not the applicant)

MAILING ADDRESS 5450 W Gowen Rd, Boise, ID & 12515 W Prospect Dr. Sun City West, AZ **ZIP** 83709 & 85375

EMAIL _____

Nature of Owner's Interest in this Development? None

AGENT / REPRESENTATIVE Travis Lukoic **PHONE** [REDACTED]

MAILING ADDRESS 1309 W Sherington Ct., Eagle, ID **ZIP** 83616

EMAIL [REDACTED]

ENGINEER Anthony Dini, P.E., Crestline Engineers, Inc.

MAILING ADDRESS PO Box 2332, McCall, ID **ZIP** 83638

EMAIL adini@crestline-eng.com **PHONE** (208) 634-4140

SURVEYOR TBD

MAILING ADDRESS _____ **ZIP** _____

EMAIL _____ **PHONE** _____

PRE-APPLICATION INFORMATION

Date(s) of Pre-Application Meeting with Staff: 2/23/2026

Staff Name(s): Cynda Herrick

Date of Neighborhood Meeting if 5 or more lots: 4/24/2026
(Attached Required Information per VCC 9-5H-1.D)

PROPERTY INFORMATION

1. **SIZE OF PROPERTY** 46.9 Acres

2. **AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER** 0.0 Acres

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

Easements 100' Highway 55 Scenic Easement

Deed Restrictions None

Liens or encumbrances _____

4. LEGAL DESCRIPTION Tax No. 8 in SW4, SE4, S23, T16N, R3E, Tax No. 7 in SW2, SE4, S23, T16N, R3e & Tax No. 10 in N2, SE4, S23, T16N, R3E

5. TAX PARCEL NUMBER(S) RP16N03E238450, RP16N03E238421 & RP16N03E237985 (respectively)
Quarter SE Section 23 Township 16N Range 3E

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY:
There are 3 parcels totaling 46.9 acres. The southern 31 acres consist of an abandoned development from 2008. The property had a CUP for 76 units at the time. The northern 15 acres is currently zoned agricultural. There are no structures located on the property.

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 Agricultural
South 10 acre commercial storage yard/parcel
East Highway 55, Agricultural land with a residence
West Agricultural

9a. TYPE OF TERRAIN: Mountainous Rolling Flat Timbered
9b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes No
9c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: 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

10e. IS ANY PORTION LOCATED WITHIN 150-FT OF ANY LAKE, POND, RIVER, OR YEAR-ROUND FLOWING CREEK OR STREAM? THIS IS A RIPARIAN AREA AS DEFINED BY VCC 9-6-6. Yes No

11a. NUMBER OF EXISTING ROADS: 0 Width _____ Public Private
Are the existing road surfaces paved or graveled? Gravel Paved

11b. NUMBER OF PROPOSED ROADS: 3 Proposed width: 24 feet
Will the proposed roads be Public Private Proposed road construction: Gravel Paved
Anticipated Trip Generation [Refer to ITE – Trip Generation Manual within Roads Policy Manual] 216 vpd
Primarily heavy truck traffic? Yes No Combination

- 12a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: Overhead power lines running along Loomis Lane. There are also 2 wells, which appear to be abandoned, currently located on the property.
-
- 12b. PROPOSED UTILITIES: Power and communication
-
- Proposed utility easement width 12 feet Locations Adjacent to Right-of-Way
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? Yes Depth 56' Flow Purity Verified?
 Nearest adjacent well 1/4 mile Depth 49' Flow 20 GPM
15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes No
 Are you proposing any alterations, improvements, extensions or new construction? Yes No
 If yes, explain: The northern 15 acres has an existing irrigation line. It is anticipated the irrigation may be used to top off community pond. The existing underground irrigation line will remain.
-
16. DRAINAGE (Proposed method of on-site retention): Swales/Detention Basins/Ponds
 Any special drains? No (Please attach map)
 Soil type(s): Archabal Loam, Blackwell Silt Loam, and Gestrin Loam
 (Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)
17. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? Yes No
 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:
-
18. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:
 Setbacks: Front 30 feet Sides 10 feet Rear 30 feet
 Minimum construction value ~\$500,000 Minimum square footage 1,200 S.F.
 Completion of construction required within 18 Days Months Years
 Resubdivision permitted / Lot Splits allowed? Yes No Mobile homes allowed? Yes No
 Other ACC approved "Modular Homes" and free-standing shops/trade buildings will be allowed.
-
19. LAND PROGRAM:
 Open Areas and/or Common Areas Yes No
 Acreage in subdivision 46.9 Number of lots in subdivision 27
 Typical width and depth of lots 200' x 260'
 Typical lot area 1.67 acres Minimum lot area 1.01 acres Maximum lot area 2.34 acres
 Lineal footage of streets 3,230 L.F. Average street length per lot 200'
 Percentage of area in streets 4.58 %
 Dedicating road right-of-way to Valley County? Yes No
 Percentage of area of development to be public (including easements) 0 %
 Maximum street gradient 4.00%
 Is subdivision to be completely developed at one time? Yes No - Attach phasing plan and timeline.

20. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights &/or are in an irrigation district. Submit letter from Irrigation District, if applicable.
 21. COMPLETE ATTACHED WEED CONTROL AGREEMENT.
 22. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.
 23. SUBMIT a Wildland Urban Interface Mitigation Plan. Proposed administrative plats of less than 5 lots and proposed subdivisions with lands less than 20% "forested" (see definition in VCC 10-7-2) are exempt from the professional requirement. For proposed subdivisions fitting these descriptions, the developer shall complete the plan (see the fillable "short form").
-

Property Tax Exemption

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

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

Protocols for qualifying property exemption in Valley County, Idaho:

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

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

10. How do you plan to retain storm and excess water on each lot? On-site Swales/Detention Basins/Ponds

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

Irrigation Plan Map Requirements

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

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

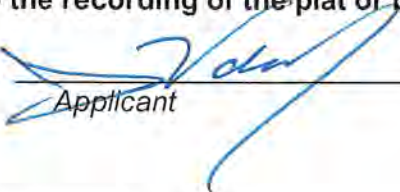
Also, provide the following documentation:

- 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 zoning commission and city council of your irrigation plan.

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

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

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

Signed:  _____
Applicant

Date: 4, 24, 26



VALLEY COUNTY WEED CONTROL AGREEMENT

It shall be the duty and responsibility of all landowners to control noxious weeds on their land and property, in accordance with Idaho Statute 22-2407.

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

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

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

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

By: 
Applicant

By: Valley County Weed Supervisor

Date: 4/24/26

VALLEY VIEW LANDING

IMPACT REPORT

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

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

- ❖ An impact report shall be required for all proposed Conditional Uses.
- ❖ Answer all Questions. Mark N/A if the question is not applicable to you application.
- ❖ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:

1. *Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, build-out, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.*

The new 24' wide asphalt roadway with 2' gravel shoulders will accommodate the twenty-seven (27) residential lots. The roadway gradient will not exceed 4.00%, aligned within the ROW, and will be constructed to Valley County Standards. The owner(s) will be responsible for maintaining the roadways. A moderate increase in traffic flow will occur during construction activities, and post development traffic flow will be typical of a rural residential subdivision.

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

The primary purpose for subdividing the property is to create development opportunities in an area that historically has had very few. The project will provide moderately size lots (1-2 acres), offering attainable rural development opportunities. The development will support local workforce housing by allowing residents to live and work on-site, reducing commuting costs and supporting economic efficiency.

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.*

Short term increase in daytime noise and vibration levels will occur during the construction process and will be limited to State and County regulations for hours of operation. There will be minimal noise increase due to traffic flows post-construction. Noise generated by the daily ongoings of residential dwellings will persist after residential development, similar to the adjacent single-family subdivisions and may be limited by CC&Rs.

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.*

Short term increase in glare during the construction process due to equipment present. No permanent changes to heat or glare are anticipated as a result of the roadway construction and proposed improvements once completed. Post residential home construction changes in heat and glare will occur due to buildings, homes, and vehicles and will conform to Valley County standards at that time.

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

Little to no net change in particulate emissions are expected outside of those generated by increased traffic flows. Each lot will be limited to one wood burning device per Valley County standards.

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

A private well water supply will provide water to the properties for domestic and irrigation uses. Two on-site fire protection tanks will be installed in Phase 1 to support firefighting operations. Phase 2 will include installation of a fire protection pond/tank. Fire protection tank installation and pond/tank construction will be coordinated with the Donnelly Rural Fire Protection District.

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

There are no known existing or proposed hazards associated with this development.

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

Existing vegetation removal will be mostly limited to removal of natural grasses and the roadway will be developed with swales designed to capture stormwater runoff. Areas disturbed during construction will be revegetated as needed to prevent erosion and provide final stabilization. Through preliminary site visits, wetland characteristics seem to be present on the parcel and a formal delineation will be conducted and submitted to USACE and final wetland boundaries will be shown on the Final Plat. At this time, it is not anticipated that wetlands will be impacted by the construction of the private road.

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

Areas that are disturbed during the private road construction will be revegetated using seed mixture native to the areas. Permanent Best Management Practices (BMP's) will be installed to stabilize the site.

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

There are no anticipated problems with existing soil suitability. Roadway construction will be supported by appropriate imported backfill material to stabilize sections as needed. Topsoil may be added to surface restoration areas to supplement existing soil conditions as needed for growth.

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

The preliminary grading shows that the project can follow the natural grade of the property from the north to south. Site drainage and stormwater runoff will be encouraged to drain to detention facilities located within the right-of-way, designated easements, or open space areas. Stormwater runoff generated within the right-of-way will be conveyed to these facilities using where possible, vegetated swales. Fencing and other sight buffers, such as berms and vegetation, will be addressed as part of the CC&Rs. Refer to Appendix A for preliminary grading, drainage, and stormwater management plans.

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 effect of shadows from new features on neighboring property.

Future building structures will unlikely be visible from State Highway 55, but may be visible to adjoining properties depending on the location of the building construction. Planned vegetation along Loomis Land and throughout the development is intended to provide a natural feel and visual buffer where needed. Building structures will conform to Valley County Building Standards.

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.

Site selection was based upon the availability of land with convenient access to Donnelly and the surrounding communities and its central location within Valley County. Access to recreational activities is desirable within the area including proximity to rivers, mountains, and lakes. The site is able to utilize a previously started development to minimize the disturbance of existing agricultural land. The existing site topography is conducive to keeping the majority of the development out of the public view and in line with adhering to Highway 55 scenic corridor use.

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

Upon completion of the improvements, including the residential homes, the taxable value will increase over the value of existing undeveloped land. The development will help to support local jobs by creating a space for the local trades to work and live within the community.

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

Demand on public services such as public-school systems, Fire, and EMS for the development are anticipated to have economic impacts that are offset by increased property tax revenue collection.

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

Valley View Landing proposed development will provide additional development opportunities in an area which historically has had very few opportunities.

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.

No significant natural resources are expected to be extracted or impacted. The project intends to preserve existing land characteristics and utilize the site responsibly.

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

The development will increase the value, access, and utility of the property. If the project is abandoned, the remaining improvements will benefit another residential project.

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

There will be twenty-seven (27) individual lots that will be available on completion of both phases of the project.

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

The stages of construction depend on the availability of building materials, contractors, surveyors, and utility companies scheduling. The project timing is subject to market changes, but it is expected that Phase 1 of the project will be completed by the end of 2027. Phase 2 of the project is subject to market changes, environmental and on-site conditions, and exact timing of construction for Phase 2 is TBD.

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.

Estimated lot prices will start under \$200,000 depending on the size, location, and views. This aligns with surrounding market conditions and supports compatibility with adjacent development.

Lighting Plan

Valley View Landing

The roadway will have no lighting. Residential dwellings will be fitted with external lighting secured to buildings. All lighting will conform to Valley County standards. All exterior lights will be downward facing, no higher than twenty (20') feet from the ground to promote a "Night Sky" neighborhood and avoid light trespass.

By:  Date: 4/24/26
Jon Vanderhoef

Landscaping Plan

Valley View Landing

Currently there is a preliminary landscape plan associated with the project. The design of the landscape plan is to preserve and enhance the natural character of the land. This includes the replanting/reuse of the existing trees and vegetation on-site, regrading of the existing pond, creation of an additional pond/open space in the future northern phase that may double as fire protection, landscaping buffers, and a planned entryway feature into the subdivision that will utilize rocks, timbers, and a subdivision name sign. Additionally, all remaining disturbed areas will be revegetated using a seed mixture to the project area. See Drawing No. EX-7, Sheet No. 7 of 7 for additional information regarding the preliminary landscape plan.

By:  _____ Date: 4/24/26
Jon Vanderhoef

Phasing Plan and Construction Timeline

Valley View Landing

This phasing timeline is dependent upon the availability of funds, contractors, surveyors, and scheduling. We currently believe that the following schedule can be achieved within reasonable expectations.

Phase 1 – 2026 - 2027

Phase 1 will include the construction of three (3) paved roads, regrading of Pond 1, installation of two (2) fire protection tanks, and associated stormwater management improvements.

Phase 2 – TBD (Depending on market and environmental conditions)

Phase 2 will include the construction of the remaining portion of Base Camp Road, emergency access road connecting to Highway 55, grading of Pond 2, landscape berms adjacent to Highway 55, installation of fire protection pond/tank, and associated stormwater management improvements. The timing of Phase 2 is dependent on market conditions and exact timing is to be determined. It is also possible, depending on certain environmental and on-site conditions, that the total number of lots in Phase 2 may be reduced, or that the parcel will remain as an individual lot. Exact timing of construction for Phase 2 is TBD.

By: _____

Jon Vanderhoef

Date: _____

4/24/26

APPENDIX A

FIGURES AND DRAWINGS



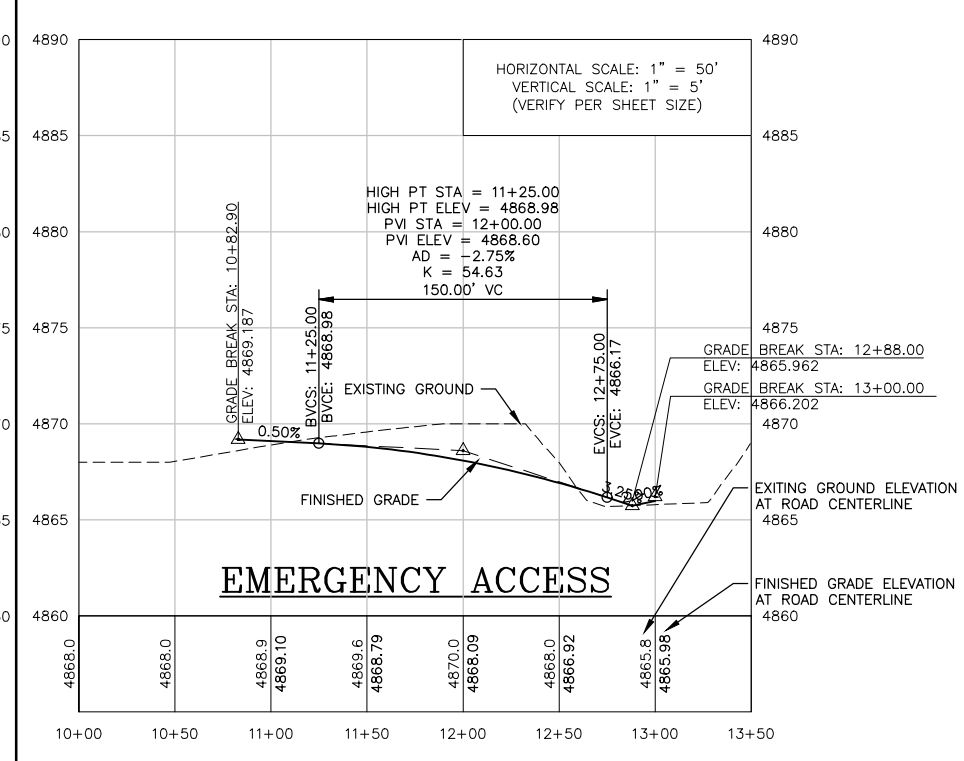
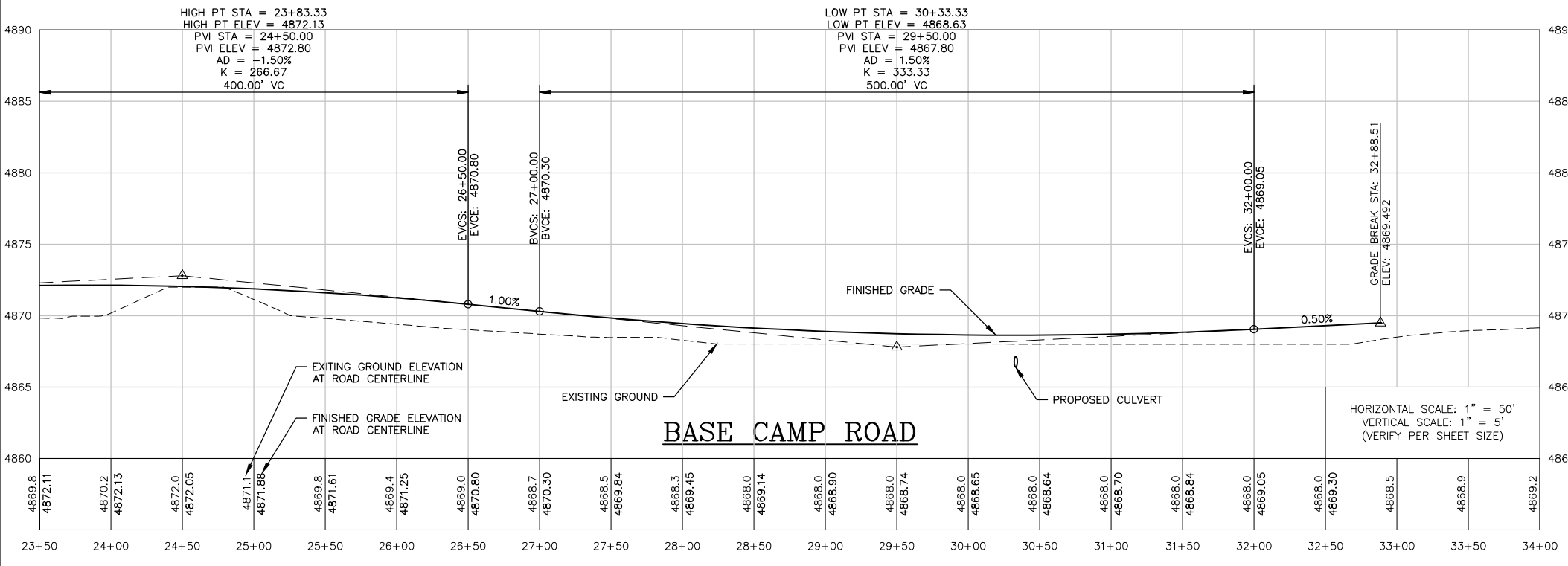
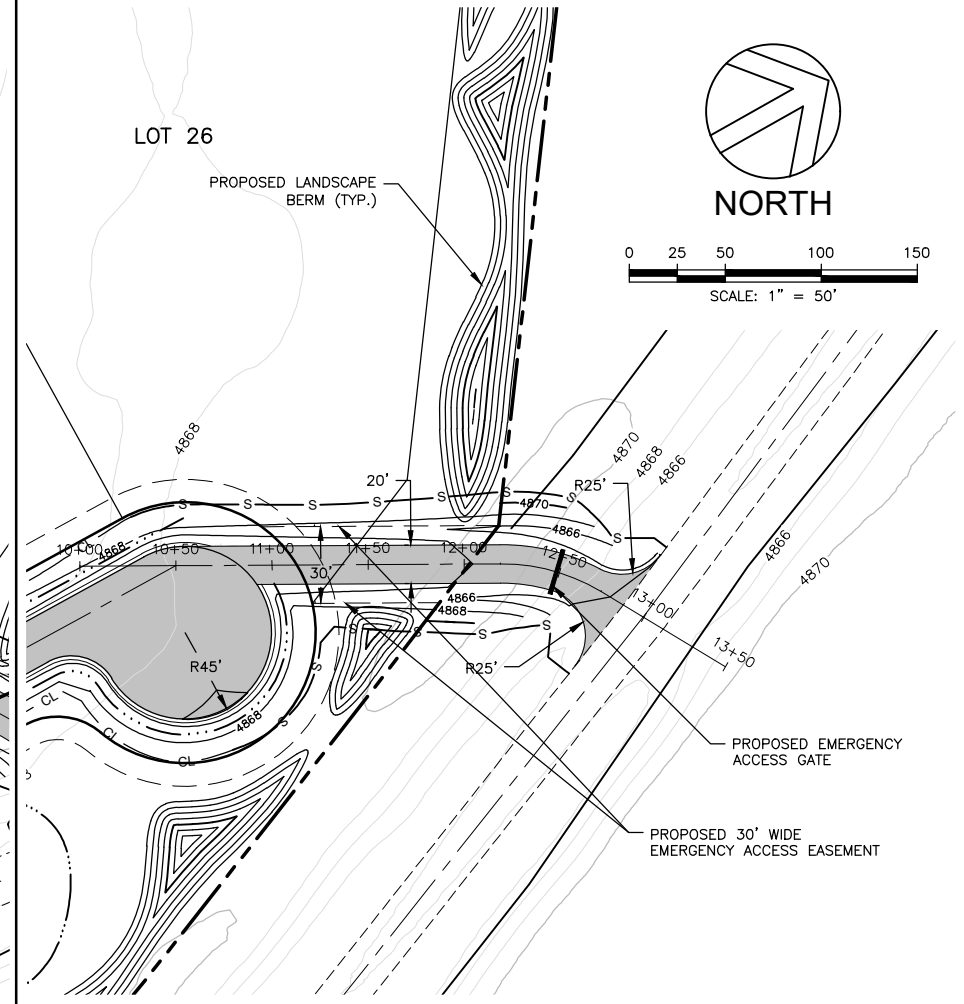
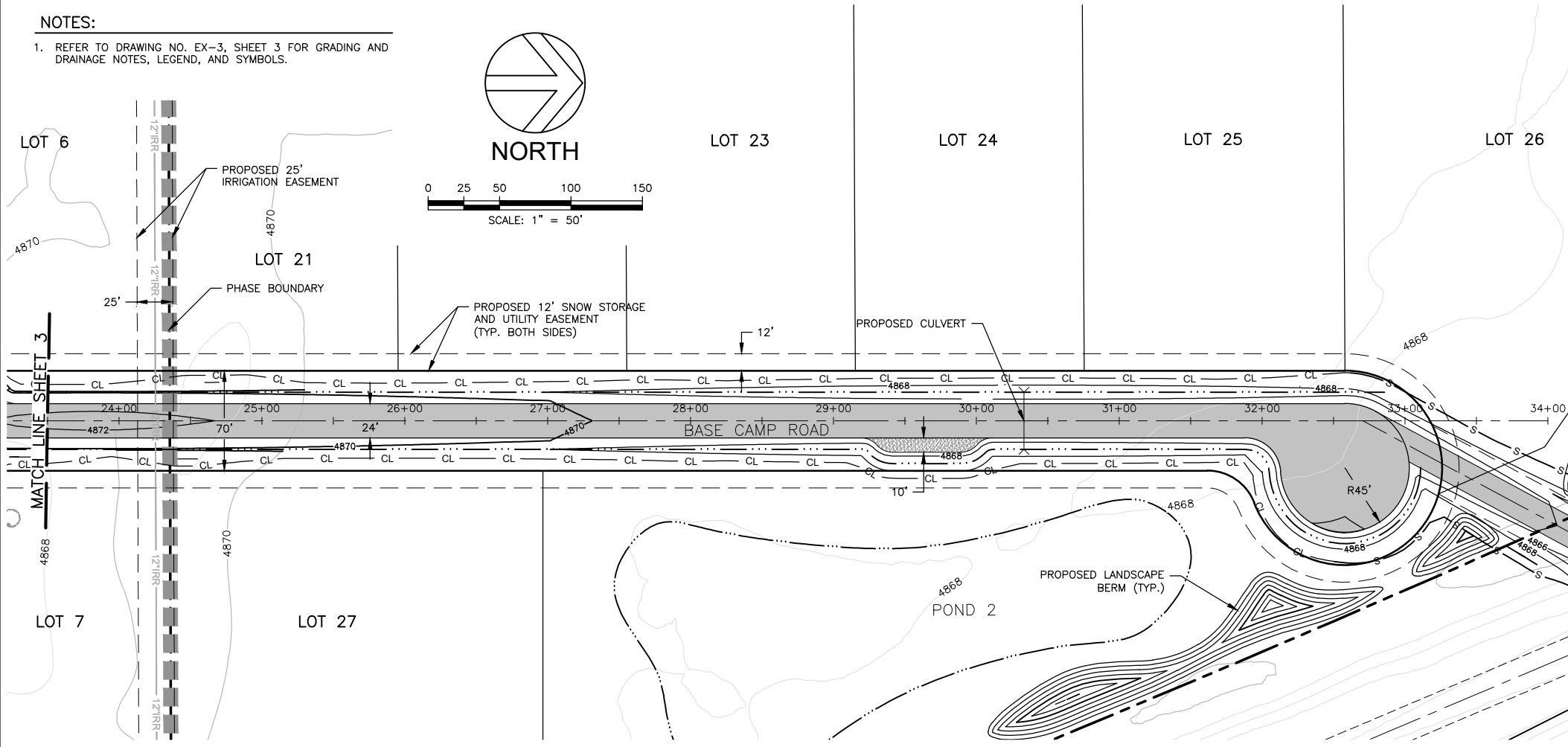
NORTH
SCALE: 1" = 300'

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

VALLEY VIEW LANDING VALLEY COUNTY, IDAHO			
PROPOSED SUBDIVISION STREET NAMES AND PARCELS			
PROJECT	26003	DRAWN	FIGURE NO.
DATE	4/27/2026	AMD	1 OF 1

NOTES:

- REFER TO DRAWING NO. EX-3, SHEET 3 FOR GRADING AND DRAINAGE NOTES, LEGEND, AND SYMBOLS.



NO.	REVISION	BY	DATE	DESIGN
				GTT/AMD
				DRAWN
				AMD/LJE
				CHECKED
				AMD
				APPROVED
				AMD

CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX

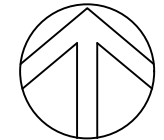


VALLEY VIEW LANDING
 VALLEY COUNTY, IDAHO
 PRELIMINARY ROAD, GRADING, DRAINAGE, AND
 STORMWATER MANAGEMENT PLAN - 2

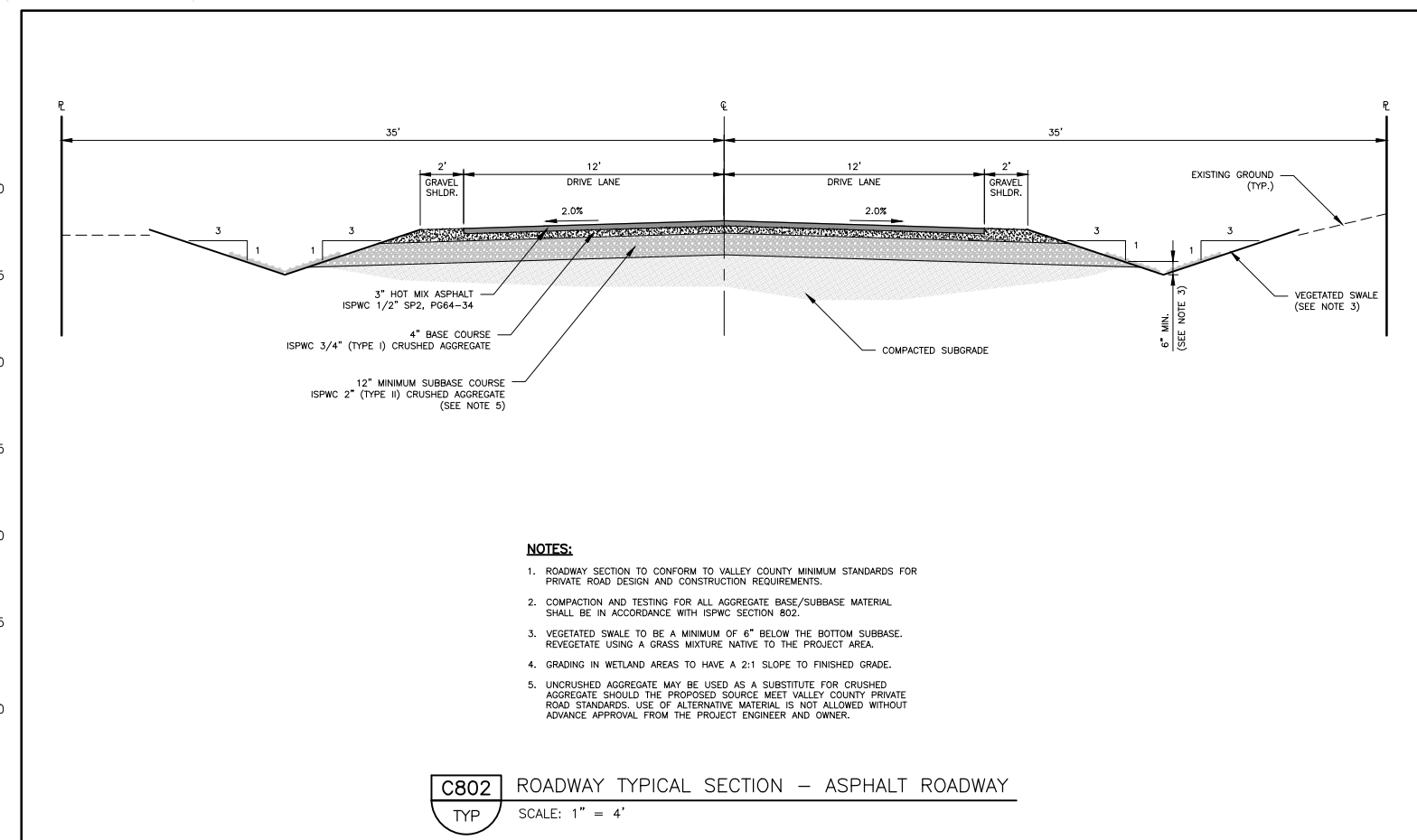
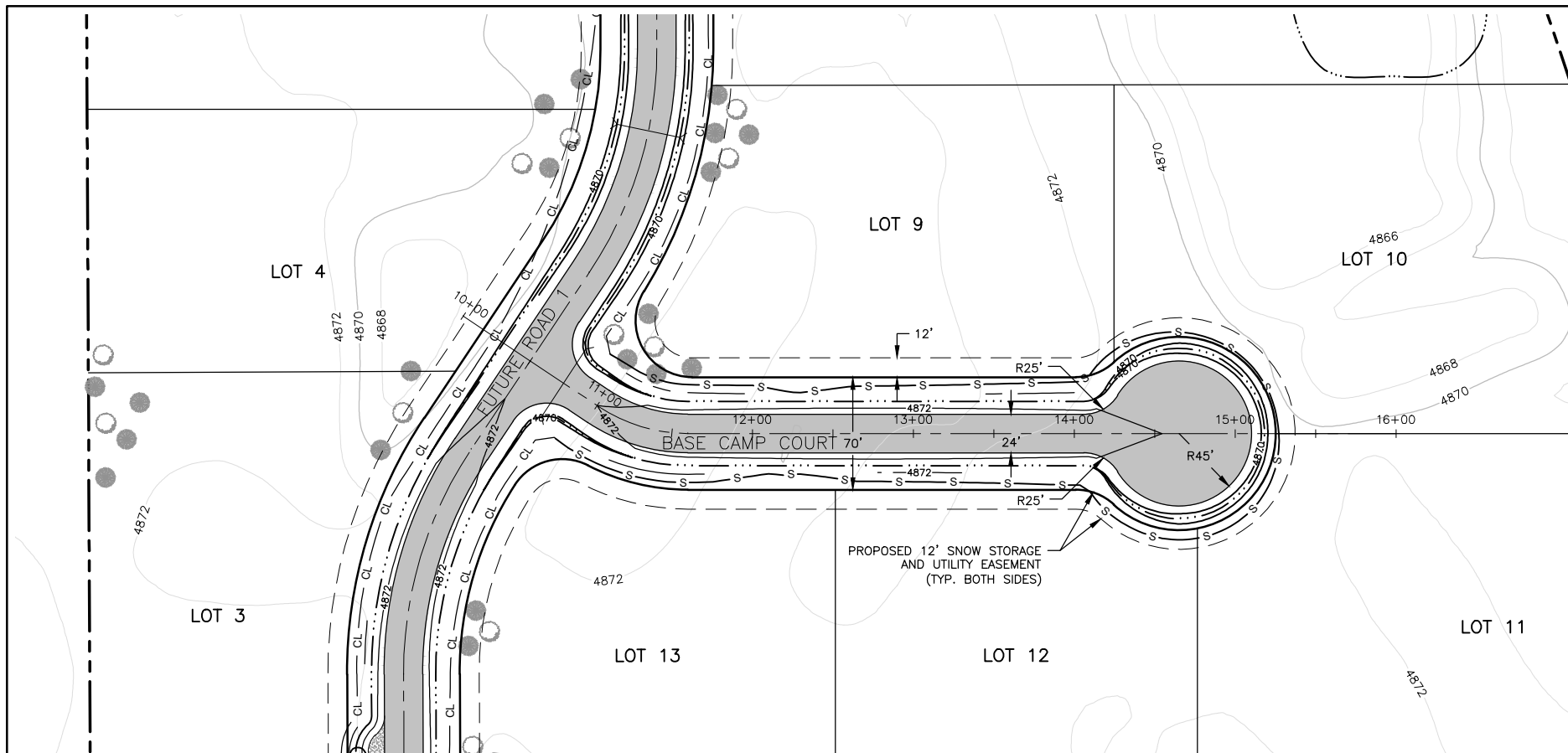
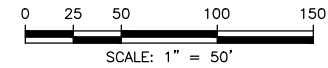
VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	26003
DATE	4/27/2026
DRAWING NO.	SHEET NO.
EX-4	4 OF 7

NOTES:

1. REFER TO DRAWING NO. EX-3, SHEET 3 FOR GRADING AND DRAINAGE NOTES, LEGEND, AND SYMBOLS.

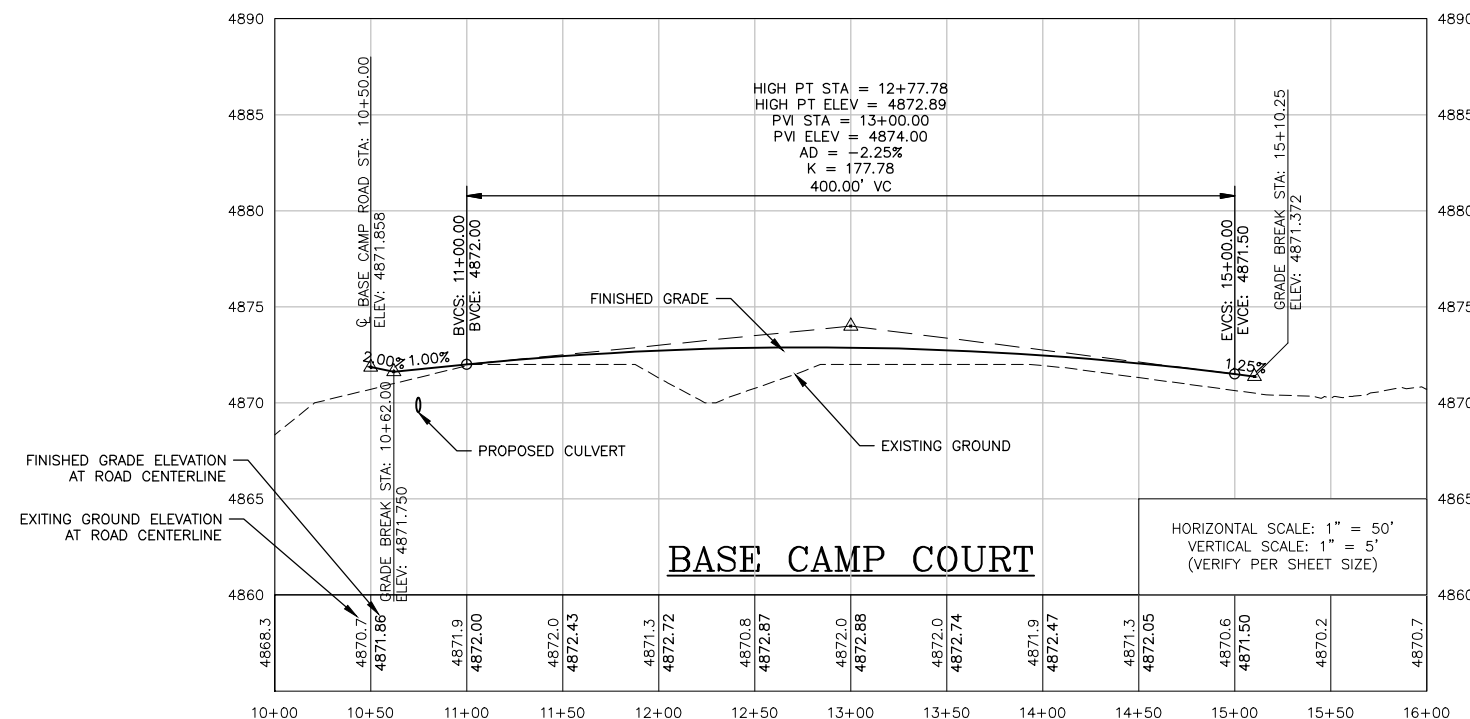


NORTH



NOTES:

1. ROADWAY SECTION TO CONFORM TO VALLEY COUNTY MINIMUM STANDARDS FOR PRIVATE ROAD DESIGN AND CONSTRUCTION REQUIREMENTS.
2. COMPACTION AND TESTING FOR ALL AGGREGATE BASE/SUBBASE MATERIAL SHALL BE IN ACCORDANCE WITH ISPCW SECTION 802.
3. VEGETATED SWALE TO BE A MINIMUM OF 6" BELOW THE BOTTOM SUBBASE. REVEGETATE USING A GRASS MIXTURE NATIVE TO THE PROJECT AREA.
4. GRADING IN WETLAND AREAS TO HAVE A 2:1 SLOPE TO FINISHED GRADE.
5. UNCRUSHED AGGREGATE MAY BE USED AS A SUBSTITUTE FOR CRUSHED AGGREGATE SHOULD THE PROPOSED SOURCE MEET VALLEY COUNTY PRIVATE ROAD STANDARDS. USE OF ALTERNATIVE MATERIAL IS NOT ALLOWED WITHOUT ADVANCE APPROVAL FROM THE PROJECT ENGINEER AND OWNER.



Path: \\M0911\Users\26003\Civil\Drawings\DD26003_PreliminaryRoad.dwg File Name: 26003_PreliminaryRoad.dwg Plot Date: 4/23/2026 3:12 PM Admin

NO.	REVISION	BY	DATE	DESIGN
				GTT/AMD
				DRAWN
				AMD/LJE
				CHECKED
				AMD
				APPROVED
				AMD

CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX



VALLEY VIEW LANDING
 VALLEY COUNTY, IDAHO
 ROAD, GRADING, DRAINAGE, AND
 STORMWATER MANAGEMENT PLAN - 4

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	26003
DATE	4/27/2026
DRAWING NO.	SHEET NO.
EX-6	6 OF 7

APPENDIX B

PRELIMINARY LEGAL DESCRIPTION

EXHIBIT A

PARCEL 1:

A PARCEL OF LAND IN THE SW1/4 OF THE SE1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE, S. 89°51'14"W., 1,322.53 FEET TO THE EAST 1/16 CORNER ON THE SOUTH BOUNDARY OF SAID SECTION 23;

THENCE, CONTINUING S. 89°51'14"W., 107.91 FEET ALONG SAID SOUTH BOUNDARY TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 55, THE REAL POINT OF BEGINNING;

THENCE, CONTINUING S. 89°51'14"W., 418.91 FEET ALONG SAID SOUTH BOUNDARY;

THENCE, N.00°02'37"W., 296.21 FEET;

THENCE, N.05°11'37"E. 852.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 55;

THENCE, SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE LONG CHORD BEARS S.16°38'10"E., 1,194.38 FEET, WHOSE RADIUS IS 14,253.94 FEET AND DELTA ANGLE IS 04°48'09", TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE BOISE MERIDIAN, VALLEY COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE CORNER COMMON TO SECTIONS 23, 24, 25, AND 26 IN TOWNSHIP 16 NORTH RANGE 3 EAST;

THENCE, SOUTH 89°51'14" WEST A DISTANCE OF 1,322.53 FEET TO THE EAST 1/16 CORNER ON THE SOUTH BOUNDARY OF SAID SECTION 23;

THENCE, CONTINUING SOUTH 89°51'14" WEST A DISTANCE OF 526.82 FEET ALONG SAID SOUTH BOUNDARY TO THE REAL POINT OF BEGINNING;

THENCE, CONTINUING SOUTH 89°51'14" WEST A DISTANCE OF 795.72 FEET TO A 5/8 INCH REBAR MARKING THE SOUTH 1/4 CORNER OF SAID SECTION 23;

THENCE, NORTH 00°16'16" WEST A DISTANCE OF 1,322.88 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 23;

THENCE, NORTH 89°47'46" EAST A DISTANCE OF 816.81 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST

JS

11/13/2025

QUARTER TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF
STATE HIGHWAY 55;
THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, A DISTANCE OF
186.91 FEET, WHOSE LONG CHORD BEARS SOUTH 19°24'47" EAST, A
DISTANCE OF 186.91 FEET WHOSE RADIUS IS 14,253.94 FEET AND THE
DELTA ANGLE IS 00°45'05", ALONG SAID RIGHT-OF-WAY;
THENCE, SOUTH 05°11'37" WEST A DISTANCE OF 832.75 FEET;
THENCE, SOUTH 00°02'37" EAST A DISTANCE OF 296.21 FEET TO THE REAL
POINT OF BEGINNING.

JS 11/13/2025

Date: 12/20/2006

Warranty Deed
- continued

File No.: 193567-MC (kt)

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

BASIS OF BEARING BEING THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 DERIVED FROM FOUND MONUMENTS AND TAKEN AS SOUTH 00°19'40" EAST.

BEGINNING AT A 5/8 INCH REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 23 BEARS SOUTH 00°19'40" EAST A DISTANCE OF 1,320.95 FEET; THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, NORTH 00°19'50" WEST A DISTANCE OF 1,290.76 FEET TO A 5/8 INCH REBAR; THENCE LEAVING SAID WEST LINE SOUTH 55°59'49" EAST A DISTANCE OF 517.59 FEET TO A 5/8 INCH REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES: SOUTH 21°04'48" EAST A DISTANCE OF 149.56 FEET TO A 5/8 INCH REBAR; THENCE ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 66°26'41" WEST, A RADIAL DISTANCE OF 14,253.94 FEET AND HAVING A CHORD BEARING OF SOUTH 21°41'56" EAST, 923.45 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°42'45", A DISTANCE OF 923.62 FEET TO A 5/8 INCH REBAR ON THE SOUTH LINE OF SAID NORTHWEST 1/4 SOUTHEAST 1/4; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SAID SOUTH LINE, SOUTH 89°44'20" WEST, A DISTANCE OF 816.87 FEET TO THE POINT OF BEGINNING.





Authentisign
Jon H. Vanderhoef 03/11/26

03/11/26

APPENDIX C
TITLE REPORT



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 2150 S Bonito Way Ste 100 ,
Meridian, ID 83642
Issuing Office's ALTA® Registry ID: 1144623

Inquiries Should Be Directed To:
Escrow Officer: Whitney Scott,
WScottTeam@FirstAm.com, (208)501-7216
Title Officer: Dana Lirgg, dlirgg@firstam.com, (208)375-0700
Issuing Office File No.: 4106-4360690

Commitment No.: 4106-4360690
Property Address: tbd Hwy 55, Donnelly, ID 83615
Parcel Number: [RP16N03E237985](#)
Revision No.:

SCHEDULE A

1. Commitment Date: February 16, 2026 at 7:30 AM
2. Policy to be issued:
 - a. **ALTA® Homeowner's (Eagle) Policy**
Proposed Insured: Jon Vanderhoef
Proposed Amount of Insurance: \$275,000.00 Premium Amount: \$1,412.00
The estate or interest to be insured: See Item 3 below
(Premium amount reflects \$No Available credit)
3. The estate or interest in the Land at the Commitment Date is:

Fee SIMPLE
4. [The Title is, at the Commitment Date, vested in:](#)

CCD Investment One, LLC, an Idaho limited liability company, as to an undivided 100% interest
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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First American Title Insurance Company

Dana Lirgg, Title Officer

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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. Idaho state law, effective April 4, 2023, prohibits purchase or acquisition of an interest in designated real property by foreign governments. This law can be found at I.C. § 55-103. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a Foreign Government or Foreign State-Controlled Enterprise, as defined in I.C. §55-103, is a party to this transaction, the Company must be notified in writing. The Company does not intend to knowingly close or insure a transaction that violates the referenced state law.

6. Evidence of the authority of the individual(s) to execute the forthcoming document for CCD Investment One, LLC, copies of the current operating agreement should be submitted prior to closing.
7. Pursuant to Chapter 10, Title 55, Idaho Code, relating to homesteads we will require that both incoming spouses execute any forthcoming encumbrance; or we must be furnished satisfactory proof that: 1.) the subject property is not the incoming owner's principal residence; 2.) the land is not claimed as homestead property; and 3.) the address of the principal residence of incoming owner; or proof that the incoming owner is not married.
8. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. 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.
8. General and special taxes for the year 2025, in the original amount of \$740.86, Code Area 067-0000, A.P. No. [RP16N03E237985](#), First half paid, second half now due and payable, but not delinquent until after June 20, 2026.

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9. General and Special Taxes for the year 2026, an accruing lien not due or payable until the fourth Monday in November 2026 when the bills are issued, the first half of which is not delinquent until after December 20, 2026.
10. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
11. Except mineral or water rights, claims or title to mineral or water.
12. Any tax, fee, assessments or charges as may be levied by Roseberry Irrigation District.
13. Reservations in recorded United States Patent, recorded in [Book 2, Page 496](#) .
14. Water rights, claims or title to water, whether or not the matters are shown by the public records.
15. Agreement and the terms and conditions thereof:
Between:
And:
Recording Information: [59276](#) (Book 10 Page 226)
16. Reservations and exceptions, including the terms and conditions thereof:
Reserving: ditch rights of way and rights to portion of waters of Gold Fork Creek
Reserved By: Margaret E. Kleint and P.R. Kleint
Recorded: January 18, 1963
Recording Information: [59461](#) (Book 35 Page 242)
17. Water Facility Operating Agreement and the terms and conditions thereof:
Between: Paul R. Kleint, Jr. and Gretel M. Kleint, his wife
And: Paul R. Kleint, Sr. and Margaret E. Kleint, his wife
Recording Information: [59462](#) (Book 11 Page 324)
18. Terms, conditions, restrictions and/or easements as contained in that notice/filing recorded September 8, 1997 as Instrument No. [228050](#), records of Valley, County, Idaho.
19. All matters disclosed by a record of survey recorded December 01, 2006 under recording no. [315953](#).

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20. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

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INFORMATIONAL NOTES

- A. This is an accommodation and not part of this commitment, no liability is assumed by noting the following: The parties disclosed in Schedule A, Section 3 were derived from Warranty Deed, recorded July 02, 2021, as Instrument No. 441901, Records of Valley County, Idaho. Additional Conveyances involving the parties disclosed in Schedule A, Section 3 which have recorded within the last 24 months: None
- B. A cancellation fee may be charged on any order canceled after the date of the Commitment.

NOTE: Recording fees: \$10.00 for the first page and \$3.00 per page for every page thereafter.

- (i) **Deeds, grants and conveyances of real property\$15.00**
- (ii) Trust deeds or mortgages of real property, including fixture filings, security agreements and **assignments of leases and rents if contained within the same instrument for recording\$45.00**
- (iii) Reconveyances of trust deeds, including a substitution of trustee if contained within the same **instrument for recording, and releases of mortgages\$15.00**
- (iv) **Powers of attorney\$25.00**
Additional \$2.25 per document electronic recording fee.

Note: The Eagle owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks found in the policy as follows:

Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$10,000.

Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$5,000.

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EXHIBIT A

The Land referred to herein below is situated in the County of Valley, State of Idaho, and is described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

BASIS OF BEARING BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER DERIVED FROM FOUND MONUMENTS AND TAKEN AS SOUTH 00°19'40" EAST.

BEGINNING AT A 5/8 INCH REBAR MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 00°19'40" EAST A DISTANCE OF 1,320.95 FEET; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 00°19'50" WEST A DISTANCE OF 1,290.76 FEET TO A 5/8 INCH REBAR; THENCE LEAVING SAID WEST LINE **SOUTH 55°59'49" EAST A DISTANCE** OF 517.59 FEET TO A 5/8 INCH REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES: SOUTH 21°04'48" EAST A DISTANCE OF 149.56 FEET TO A 5/8 INCH REBAR; THENCE ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 66°26'41" WEST, A RADIAL DISTANCE OF 14,253.94 FEET AND HAVING A CHORD BEARING OF SOUTH 21°41'56" EAST, 923.45 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°42'45", A DISTANCE OF 923.62 FEET TO A 5/8 INCH REBAR ON THE SOUTH LINE OF SAID NORTHWEST QUARTER SOUTHEAST QUARTER; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SAID SOUTH LINE, SOUTH 89°44'20" WEST, A DISTANCE OF 816.87 FEET TO THE POINT OF BEGINNING.

APN: [RP16N03E237985](#)

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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 INSURABILITY 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 Amount of Insurance 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


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. **"Discriminatory Covenant":** Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. **"Knowledge" or "Known":** Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. **"Land":** The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. **"Mortgage":** A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. **"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.
- f. **"Proposed Amount of Insurance":** Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. **"Proposed Insured":** Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. **"Public Records":** The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. **"State":** The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. **"Title":** The estate or interest in the Land identified in Item 3 of 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;

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- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.**
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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.
- g. **The Company's liability is further limited by** the terms and provisions of the Policy to be issued to the Proposed Insured.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the

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- 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 IS 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 closing, settlement, escrow, or any other purpose.**
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. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 2150 S Bonito Way Ste 100 ,
Meridian, ID 83642
Issuing Office's ALTA® Registry ID: 1144623

Inquiries Should Be Directed To:
Escrow Officer: Whitney Scott,
WScottTeam@FirstAm.com, (208)501-7216
Title Officer: Doug Myers, dougmyers@firstam.com,
(208)375-0700
Issuing Office File No.: 4106-4349048

Commitment No.: 4106-4349048
Property Address: 16 Loomis Lane, Donnelly, ID 83615 and 18
Loomis Lane, Donnelly, ID 83615
Parcel Number: [RP16N03E238450](#) and [RP16N03E238421](#)
Revision No.:

SCHEDULE A

1. Commitment Date: February 02, 2026 at 7:30 AM
2. Policy to be issued:
 - a. **ALTA® Standard Owner's Policy**
Proposed Insured: Jon H. Vanderhoef
Proposed Amount of Insurance: \$800,000.00 Premium Amount: \$2,643.00
The estate or interest to be insured: See Item 3 below
(Premium amount reflects \$No Available credit)
3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE
4. [The Title is, at the Commitment Date, vested in:](#)

Knife River Corporation - Mountain West, a Delaware corporation
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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First American Title Insurance Company

Doug Myers

Doug Myers, Title Officer

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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. Idaho state law, effective April 4, 2023, prohibits purchase or acquisition of an interest in designated real property by foreign governments. This law can be found at I.C. § 55-103. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a Foreign Government or Foreign State-Controlled Enterprise, as defined in I.C. §55-103, is a party to this transaction, the Company must be notified in writing. The Company does not intend to knowingly close or insure a transaction that violates the referenced state law.

6. Evidence of the authority of the officers of Knife River Corporation - Mountain West, to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted prior to closing.
7. Pursuant to Chapter 10, Title 55, Idaho Code, relating to homesteads we will require that both incoming spouses execute any forthcoming encumbrance; or we must be furnished satisfactory proof that: 1.) the subject property is not the incoming owner's principal residence; 2.) the land is not claimed as homestead property; and 3.) the address of the principal residence of incoming owner; or proof that the incoming owner is not married.
8. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. 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.
8. General and special taxes for the year 2025, in the original amount of \$504.28, Code Area 039-0000, A.P. No. [RP16N03E238450](#), First half delinquent, second half now due and payable, but not delinquent until after June 20, 2026 .

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9. General and special taxes for the year 2025, in the original amount of \$614.02, Code Area 039-0000, A.P. No. [RP16N03E238421](#), First half delinquent, second half now due and payable, but not delinquent until after June 20, 2026 .
10. General and Special Taxes for the year 2026, an accruing lien not due or payable until the fourth Monday in November 2026 when the bills are issued, the first half of which is not delinquent until after December 20, 2026.
11. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
12. Except mineral or water rights, claims or title to mineral or water.
13. Any tax, fee, assessments or charges as may be levied by Roseberry Irrigation District.
14. Ditch road and public utility easements as the same may exist over said premises.
15. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
16. All minerals in or under said land including but not limited to metals, oils, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto, whether expressed or implied.
17. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

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INFORMATIONAL NOTES

- A. This is an accommodation and not part of this commitment, no liability is assumed by noting the following: The parties disclosed in Schedule A, Section 3 were derived from Special Warranty Deed, recorded December 20, 2018, as Instrument No. 418286, Records of Valley County, Idaho. Additional Conveyances involving the parties disclosed in Schedule A, Section 3 which have recorded within the last 24 months: None
- B. A cancellation fee may be charged on any order canceled after the date of the Commitment.

NOTE: Recording fees: \$10.00 for the first page and \$3.00 per page for every page thereafter.

- (i) **Deeds, grants and conveyances of real property\$15.00**
- (ii) Trust deeds or mortgages of real property, including fixture filings, security agreements and assignments of leases and rents if contained within the same instrument for **recording\$45.00**
- (iii) Reconveyances of trust deeds, including a substitution of trustee if contained within the same **instrument for recording, and releases of mortgages\$15.00**
- (iv) **Powers of attorney\$25.00**
Additional \$2.25 per document electronic recording fee.

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EXHIBIT A

The Land referred to herein below is situated in the County of Valley, State of Idaho, and is described as follows:

PARCEL 1:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 89°51'14" WEST, 1,322.53 FEET TO THE EAST 1/16 CORNER ON THE SOUTH BOUNDARY OF SAID SECTION 23; THENCE, CONTINUING SOUTH 89°51'14" WEST, 107.91 FEET ALONG SAID SOUTH BOUNDARY TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 55, THE REAL POINT OF BEGINNING; THENCE, CONTINUING SOUTH 89°51'14" WEST, 418.91 FEET ALONG SAID SOUTH BOUNDARY; THENCE NORTH 00°02'37" WEST, 296.21 FEET; THENCE NORTH 05°11'37" EAST, 852.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 55; THENCE, SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE LONG CHORD BEARS SOUTH 16°38'10" EAST, 1,194.38 FEET, WHOSE RADIUS IS 14,253.94 FEET AND DELTA ANGLE IS 04°48'09", TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE BOISE MERIDIAN, VALLEY COUNTY, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE CORNER COMMON TO SECTIONS 23, 24, 25, AND 26 IN TOWNSHIP 16 NORTH RANGE 3 EAST; THENCE, SOUTH 89°51'14" WEST A DISTANCE OF 1,322.53 FEET TO THE EAST 1/16 CORNER ON THE SOUTH BOUNDARY OF SAID SECTION 23; THENCE, CONTINUING SOUTH 89°51'14" WEST A DISTANCE OF 526.82 FEET ALONG SAID SOUTH BOUNDARY TO THE REAL POINT OF BEGINNING; THENCE, CONTINUING SOUTH 89°51'14" WEST A DISTANCE OF 795.72 FEET TO A 5/8 INCH REBAR MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE, NORTH 00°16'16" WEST A DISTANCE OF 1,322.88 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 23; THENCE, NORTH 89°47'46" EAST A DISTANCE OF 816.81 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 55; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT, A DISTANCE OF 186.91 FEET, WHOSE LONG CHORD

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BEARS SOUTH 19°24'47" EAST, A DISTANCE OF 186.91 FEET WHOSE RADIUS IS 14,253.94 FEET AND THE DELTA ANGLE IS 00°45'05", ALONG SAID RIGHT-OF-WAY; THENCE, SOUTH 05°11'37" WEST A DISTANCE OF 852.75 FEET; THENCE, SOUTH 00°02'37" EAST A DISTANCE OF 296.21 FEET TO THE REAL POINT OF BEGINNING.

APN: [RP16N03E238450](#) and [RP16N03E238421](#)

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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 INSURABILITY 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 Amount of Insurance 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


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

This page is only a part of a 2021 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. **"Discriminatory Covenant":** Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. **"Knowledge" or "Known":** Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. **"Land":** The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. **"Mortgage":** A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. **"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.
- f. **"Proposed Amount of Insurance":** Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. **"Proposed Insured":** Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. **"Public Records":** The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. **"State":** The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. **"Title":** The estate or interest in the Land identified in Item 3 of 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;

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- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.**
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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.
- g. **The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.**

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the

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- 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 IS 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 closing, settlement, escrow, or any other purpose.
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. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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APPENDIX D

PROPERTY OWNERS WITHIN 300 FEET OF PROPERTY BOUNDRY

ADJOINING PROPERTY OWNERS

Below is a list of all property owners and their mailing addresses, owning property any part of which is within, or within 300 feet of, the external boundaries of the land being considered, according to the Valley County Assessor.

Tad Elison 2811 S 1050 E Hagerman, ID 83332	Colton & Kendra Brown PO Box 606 Donnelly, ID 83615
Teresa Mahoney Stone & Kevin Mahoney 13502 E 26 th Ave Spokane Valley, WA 99216	Dale & Monica Loomis 12834 Koskella Lane Donnelly, ID 83615
Needles View Ranch LLC PO Box 42 Donnelly, ID 83615	
Anna Points PO Box 53 Donnelly ID, 83615	

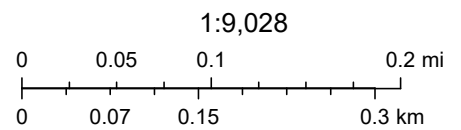
APPENDIX E
NEIGHBORING WELL LOGS

Wells and Groundwater Management



2/20/2026, 10:30:06 AM

-  Wells
-  Administrative Regions
-  Counties



Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

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ID NUMBER 899641-846476

State of Idaho Department of Water Resources
AUTHORIZATION TO ABANDON A WELL

1. WELL OWNER INFORMATION:

Date 5-1-07 Phone Number (208) 672-2672
Name COPPER CANYON DEVELOPEMENT
Mailing Address 950 N. COLE RD.
City BOISE State ID. Zip Code 83704

2. WELL LOCATION:

Township: 16N Range: 3E Section: 23 1/4 SW 1/4 SE 1/4
Gov't Lot No. _____ County Valley
Street Address of well site: NW Corner of Hwy 55 & Loomis Lane
City Donnelly Lot _____ Block _____ Subdivision Name: Heritage Ridge
GPS Location: Lat: 44° 42' 09.3 Long: 116° 03' 14.7"

16 LOOMIS LN

3. TYPE OF WELL:

DOMESTIC [] MONITORING [] IRRIGATION [] OTHER _____
(Describe)

4. WELL INFORMATION: (Well depth, measured, casing size & static water level required)

Well Tag Number: D0000939
Previous Drilling Permit Number: _____
Water Right Number: _____
Well Log on File? Yes [] No
*Casing Size: 6" *Material: Steel
Temperature: <85°F [] >85°F Flowing Artesian? [] Yes No
*Static Water Level: 34.8' (measured) * Well Depth 55.7 (measured)

5. REASON FOR ABANDONMENT OF WELL

Earth Work for DEVELOPEMENT

6. PROPOSED METHOD OF ABANDONMENT:

(This Application must be reviewed prior to commencement of abandonment)
Medium Chip in Water Zone, Granular above Static

7. Drilling Company proposing abandonment Menasco Drilling

8. License Number 391 Date of abandonment 5-1-07

9. APPLICANTS SIGNATURE [Signature] DATE: 5-1-07

Title Principle Driller
(Owner, Firm Representative, Other)

RECEIVED

MAY 03 2007

WATER RESOURCES
WESTERN REGION

ACTION OF THE DEPARTMENT OF WATER RESOURCES

This application for abandonment has been reviewed by IDWR on 5 / 3 / 07
mm dd yy

This review does not constitute an endorsement by IDWR of the proper abandonment of this well. Pursuant to Section 42-238(12), Idaho Code, All abandonments must meet the requirements of the Administrative Rules for Well Construction Standards. (Abandonment of this well will require the services of a well driller licensed in the State of Idaho unless a waiver has been granted.)

[Signature] Signature of Authorized Department Representative Sr. W. Asst Title

ABANDONMENT REPORT

ABANDONMENT PROCEDURES:

Must describe all details of work performed including perforations, sealing materials and how casing was removed.

PROCEDURE	FROM	TO	WEIGHT / VOLUME
Removed Pump			
Tagged Hole	0	55.7	
Poured 1 Bag & Tagged	56	52	50lbs ^{Medium} Chip
Poured 3 Bags & Tagged	52	41	150lbs ^{Medium} Chip
Poured 2 Bags & Tagged	41	34	100lbs ^{Medium} Chip
Poured 2 Bags & Tagged	34	26	100lbs granular
Poured 2 Bags & Tagged	26	18	100lbs granular
Poured 2 Bags & Tagged	18	10	100lbs granular
Poured 1 Bag & Tagged	10	6	50lbs granular
Dug 6' BGL			
cut off casing 6' BGL			
Filled in			

DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with

Company Name Menasco Drilling License # 391
 Driller [Signature] Date 5-1-07
 Operator _____ Date _____

764704

Form 238-7
11/97

RECEIVED
JUL 03 2007

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 1/4 1/4
Lat: _____ Long: _____

1. WELL TAG NO. D 25 No 939
DRILLING PERMIT NO. _____
Other IDWR No. _____

2. OWNER:
Name Darrell & Alyce Kelly
Address P.O. Box 557
City Donnelly State Id Zip 83615

3. LOCATION OF WELL by legal description:
Sketch map location must agree with written location.

Twp. 16 North or South
Rge. 3 East or West
Sec. 23 SW 1/4 SE 1/4
Gov't Lot _____ County _____
Lat: _____ Long: _____
Address of Well Site 16 Lammis Ln
City Donnelly

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

SEAL/FEET	PACK	AMOUNT	METHOD
Material	From	To	Scale or Pounds
100% Bentonite	0	19	600 lbs

Was drive shoe used? Y N Shoe Depth(s) 57'
Was drive shoe seal tested? Y N How?

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+1.5'	57'	25	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations Method _____
Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
38 ft. below ground Artesian pressure _____ lb.
Depth flow encountered 58 ft. Describe access port or control devices: _____

11. WELL TESTS:

Pump Bailor Air Flowing Artesian

Yield gal/min.	Duration	Pumping Level	Time
10		50'	2.5 hrs

Water Temp. 50 Bottom hole temp. _____
Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	T	W
9"	0	4	Top soil		X
	4	8	L. Brown Sandy Soil		X
	8	18	Tan Clay		X
6"	18	20	Tan Clay		
	20	26	Tan Coarse Sand		
	26	29	Tan Clay		
	29	35	Tan Fine Sand		
	35	38	Tan Clay		
	38	40	Coarse Granite Sand		
	40	55	Thin sand & clay seams		
	55	58	Coarse Granite Sand		
	58	60	Grey Clay		
	56	60	Filled w/peas gravel for screening of sand		

Completed Depth 57' (Measurable)
Date: Started 6/1/00 Completed 6/5/00

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.
Company Name R. L. Berg Drilling Inc. Firm No. 511
Firm Official Randy L. Berg Date 6/6/00
and
Driller or Operator _____ Date _____
(Sign once - Firm Official's Copy)

The lat/long you provided was 44° 42' 9.300" N; 116° 3' 14.700" W

Here are the results:

SW quarter of the SE quarter of Section 23, Township 16N, Range 03E

IDTM NAD83 coordinates: Easting=2337271; Northing=1502188



Choose the map-display background:



Wells Water Rights Water Right Permits Adjudication Claims Adjudication Recommendations

* Positions of wells/headgates may be based upon the center of a quarter-quarter section; those obtained by GPS or survey are accurate.

65

Drilling Permit No. See pg. 2
Drilling Permit Tag No. See pg. 2
Water Right Permit No. _____
Injection Permit NO. _____

State of Idaho Department of Water Resources
APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

1. Owner (please print): Deborah HANEY

2. Mailing Address: 12912 Hwy 55

City: Donnelly State: ID Zip Code: 83615 Telephone (208) 941-5215

3. Proposed Well Location: Twp: 16 N Rge: 3 E Sec: 23 1/4 SE 1/4 SE 1/4

Gov't Lot No. _____ County Valley Lat. _____ : _____ : _____ Long. _____ : _____ : _____

Street Address of Well Site 12912 Hwy 55 City: Donnelly (South of Town)
Give at least the name of Road and Distance to Road or Landmark

Lot, block and subdivision _____

4. Proposed Use of Well:

Domestic: The use of water for homes, organization camps, public campgrounds, livestock (1,000 head or less) and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

NON-DOMESTIC: Irrigation Municipal Industrial
 Stock Test Other _____
(Over 1,000 Head) (Describe)

INJECTION

MONITORING: A well bore schematic and map is required for each blanket permit. * USING Pre-purchased TAGS.
Number of proposed wells: 3 * SEE Page 2

5. Well Construction Information:

A. New well Modify Replace

B. Proposed Casing Diameter 4" Proposed Maximum Depth 60'

C. Anticipated bottom hole temperature:
 85°F or less 85°F to 212° 212° F or more
(Cold water well) (Low temp. geo. well) (Geothermal well)

6. Construction Start Date: 10/19/05

7. Anticipated Well Driller: HAZ-TECH DRILLING, INC. Driller's Lic. No. 470
NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: Laura L. Richey Date: 10/17/05

Site Consultant:
Address (if different than owner): TERRACON 11849 W. EXECUTIVE DR, SUITE G
Bill Holden

City: BOISE State: ID Zip Code: 83713 Telephone: 323-9520

Title: Office Manager - HAZ-TECH DRILLING, INC.
(Owner, Firm Representative, Other)

ACTION OF THE DEPARTMENT OF WATER RESOURCE

This Permit Is APPROVED

Date 10/17/05

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. **READ CAREFULLY!**

GENERAL CONDITIONS:

1. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.
3. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If a bottom hole temperature of 85° or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
8. Idaho Code, S 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (Digline is a one-call center for utility notification) not less than 2 working day prior to the start of any excavation for this project. The "Digline" number for your area is 1-800-342-1585.

SPECIFIC CONDITIONS:

	TAC#	
MW-1	D0041865	891668 - 836 776
MW-2	D0041868	891669 - 836 777
MW-3	D0041869	891670 - 836 778



 Signature of Authorized Department Representative

Sr. WR Agent

 Title

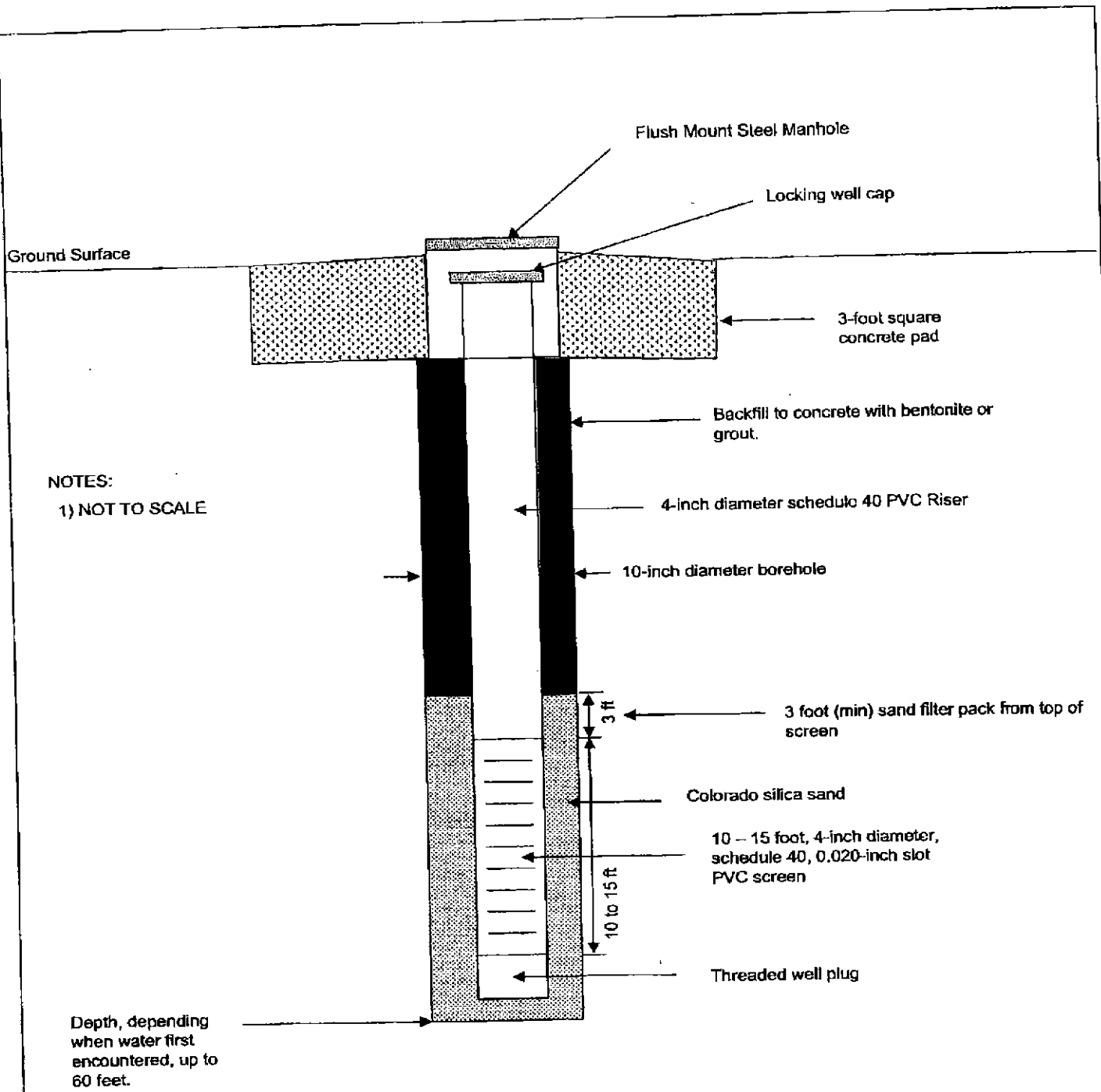
Receipt No. resold Received by _____ Fee _____ Date _____

EXTENSION OF DRILLING PERMIT

Extension approved by _____ Approval Date _____

This extension expires: _____



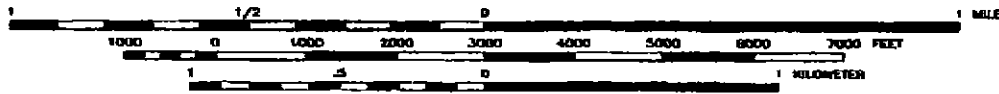
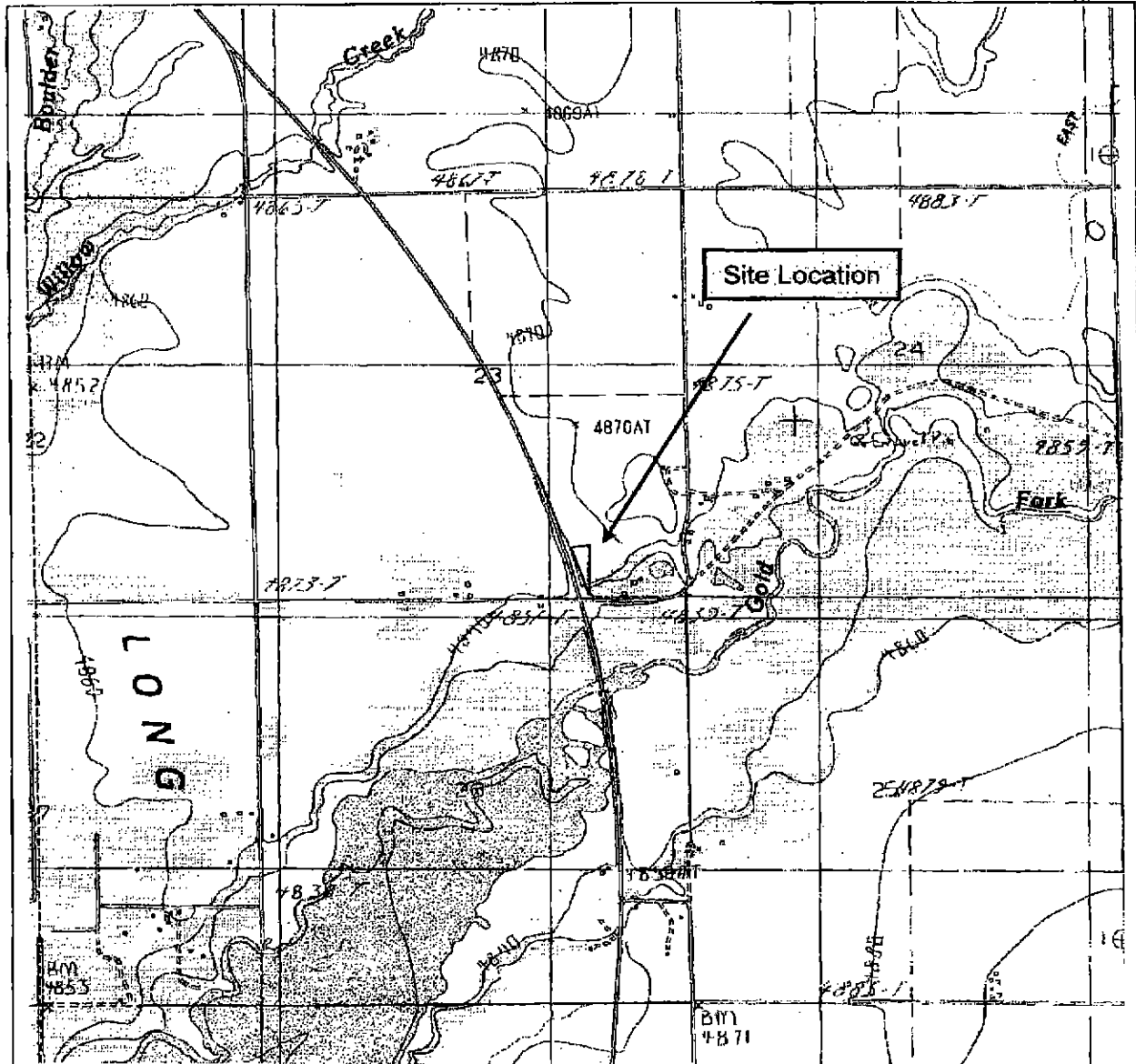


NOTES:
1) NOT TO SCALE

Depth, depending
when water first
encountered, up to
60 feet.



Proposed Monitoring Well Construction Lone Star Construction Camp - 12912 Hwy 55 Donnelly, Valley County, Idaho		
Proj. Mngr: WHH	Terracon 11849 W. Executive Drive Boise, Idaho 83713	FN: Figure1.ppt
Designed by: WHH		Date: 10/17/05
Drawn by: WHH		



U.S.G.S. 7.5 MINUTE SERIES TOPOGRAPHIC MAP
DONNELLY, IDAHO QUADRANGLE

Contour Interval: 20 Feet
 Provisional Edition 1985

▽ = Approximate Site Boundaries

FIGURE 1 - TOPOGRAPHICAL MAP
 Lone Star Construction Camp
 Donnelly, Idaho

Proj. Mngr: WHH	Terracon 11849 W. Executive Drive, Suite G Bolsa, Idaho 83713	Proj. #
Designed by: WHH		FN: Figure1.ppt
Drawn by: WHH		Date: 9/28/05

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

836778

Office Use Only
Well ID No 407252
Inspected by _____
Twp _____ Rge _____ Sec _____
_____ 1/4 _____ 1/4 _____ 1/4
Lat: : : Long: : :

1. WELL TAG NO. D 0041869
DRILLING PERMIT NO. 891670-836778
Water Right or Injection Well No MW-3

2. OWNER:
Name Deborah Haney
Address 12912 Hwy 55
City Donnelly State ID Zip 83615

3. LOCATION OF WELL by legal description:
You must provide address or Lot, Blk, Sub. or Directions to well.
Twp 16 North or South
Rge 3 East or West
Sec 23 1/4 SE 1/4 SE 1/4
Gov't Lot _____
County Valley
Lat: : : Long: _____
Address of Well Site 12912 Hwy 55 (south of town)
City Donnelly
Lt _____ Blk _____ Sub Name _____

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 HSA

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
Concrete	0	1	8 bags	3'x3' Pad
Bentonite	1	30	26 bags	Pour through Augers

Was drive shoe used? Y N Shoe Depth(s) _____
Was drive shoe seal tested? Y N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
4"	0	34	5.40	P.V.C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Length of Headpipe NA Length of Tailpipe NA
Packer Y N Type NA

9. PERFORATIONS/SCREENS PACKER TYPE
Perforation Method Factory Slot
Screen Type & Method of Installation Long Year; Through Augers

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
34'	49'	.020	5.40	4"	P.V.C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method
Silica Sand 6-9 size	30	49'	17 bags	Pour through Augers

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
24.90 ft below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices:
Flush Mount Vanit w/ locking cap.

12. WELL TESTS:
 Pump Bailor Air Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. 28.5° Bottom hole temp _____
Water Quality test or comments: _____
Depth first Water Encounter 25 1/2

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology Water Quality & Temperature	Y	N
10 1/2"	0	2'	Fill gravel w/ sand		
10 1/2"	2'	5 1/2'	Silt w/ sand		
10 1/2"	5 1/2'	9'	Sandy clay brown		
10 1/2"	9'	15'	layers of sand + silt		
10 1/2"	15'	21'	Fine sand + silty clay		
10 1/2"	21'	26'	Clayey sand med-coarse		
10 1/2"	26'	35'	Sand med-coarse some silt.		
10 1/2"	35'	49'	Coarse sand + Fine gravel		

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WESTERN REGION

Completed Depth 49' (Measurable)
Date: Started 10-21-05 Completed 10-21-05

14. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed

Company Name Haz-Tech Drilling Inc. Firm No 470
Principal Driller [Signature] Date 11-8-05
and
Driller or Operator II [Signature] Date 10-21-05
Operator I _____ Date _____
Principal Driller and Rig Operator Required
Operator I must have signature of Driller/Operator II

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Form 235-1
6/7/01

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WATER RESOURCES
WESTERN REGION

Drilling Permit No. See pg. 2
Drilling Permit Tag No. See pg. 2
Water Right Permit No. _____
Injection Permit NO. _____

State of Idaho Department of Water Resources
APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

- Owner (please print): COPPER CANYON DEVELOPMENT
- Mailing Address: 950 N. Cole Rd.
City: BOISE State: ID Zip Code: 83704 Telephone: 377-2121
- Proposed Well Location: Twp: 16 N Rge: 3 E Sec: 23 1/4 SW 1/4 SE 1/4
Gov't Lot No. _____ County: VALLEY Lat. _____ : _____ : _____ Long. _____ : _____ : _____
Street Address of Well Site NW CORNER OF HWY 55 + LOOMIS LN. City: S. OF DONNELLY, ID
Give at least the name of Road and Distance to Road or Landmark
Lot, block and subdivision Subdivision: HERITAGE RIDGE ESTATES

4. Proposed Use of Well:

Domestic: The use of water for homes, organization camps, public campgrounds, livestock (1,000 head or less) and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

NON-DOMESTIC: Irrigation Municipal Industrial
 Stock Test Other _____
(Over 1,000 Head) (Describe)

INJECTION

MONITORING: A well bore schematic and map is required for each blanket permit.
Number of proposed wells: 3 See page 2

5. Well Construction Information:

- New well Modify Replace
- Proposed Casing Diameter 4" Proposed Maximum Depth 60'
- Anticipated bottom hole temperature:
 85°F or less (Cold water well) 85°F to 212° (Low temp. geo. well) 212° F or more (Geothermal well)

6. Construction Start Date: 4/18/06

7. Anticipated Well Driller: HAZ-TECH DRILLING, INC. Driller's Lic. No. 470
NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: Karen L. Riehey Date: 4/12/06

Site Consultant:
Address (if different than owner): TERRACON 11849 W. EXECUTIVE DR., STE G
City: BOISE State: ID Zip Code: 83713 Telephone: 323-9520
KURT PRIEBE

Title: Office Mgr. - HAZ-TECH DRILLING, INC.
(Owner, Firm Representative, Other)

ACTION OF THE DEPARTMENT OF WATER RESOURCE

This Permit is APPROVED Date 4-12-06


If approved, this permit authorizes the construction or modification of a well subject to the following conditions. **READ CAREFULLY!**

GENERAL CONDITIONS:

1. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.
3. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If a bottom hole temperature of 85° or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
8. Idaho Code, S 55-2201 – 55-2210 requires the applicant and/or his contractors to contact "Digline" (Digline is a one-call center for utility notification) not less than 2 working day prior to the start of any excavation for this project. The "Digline" number for your area is 1-800-342-1585.

SPECIFIC CONDITIONS:

MW-1 - D0042799 893813 - 839132
 MW-2 - D0042800 893814 - 839133
 MW-3 - D0046401 893815 - 839134



 Signature of Authorized Department Representative

Sr WR Agent

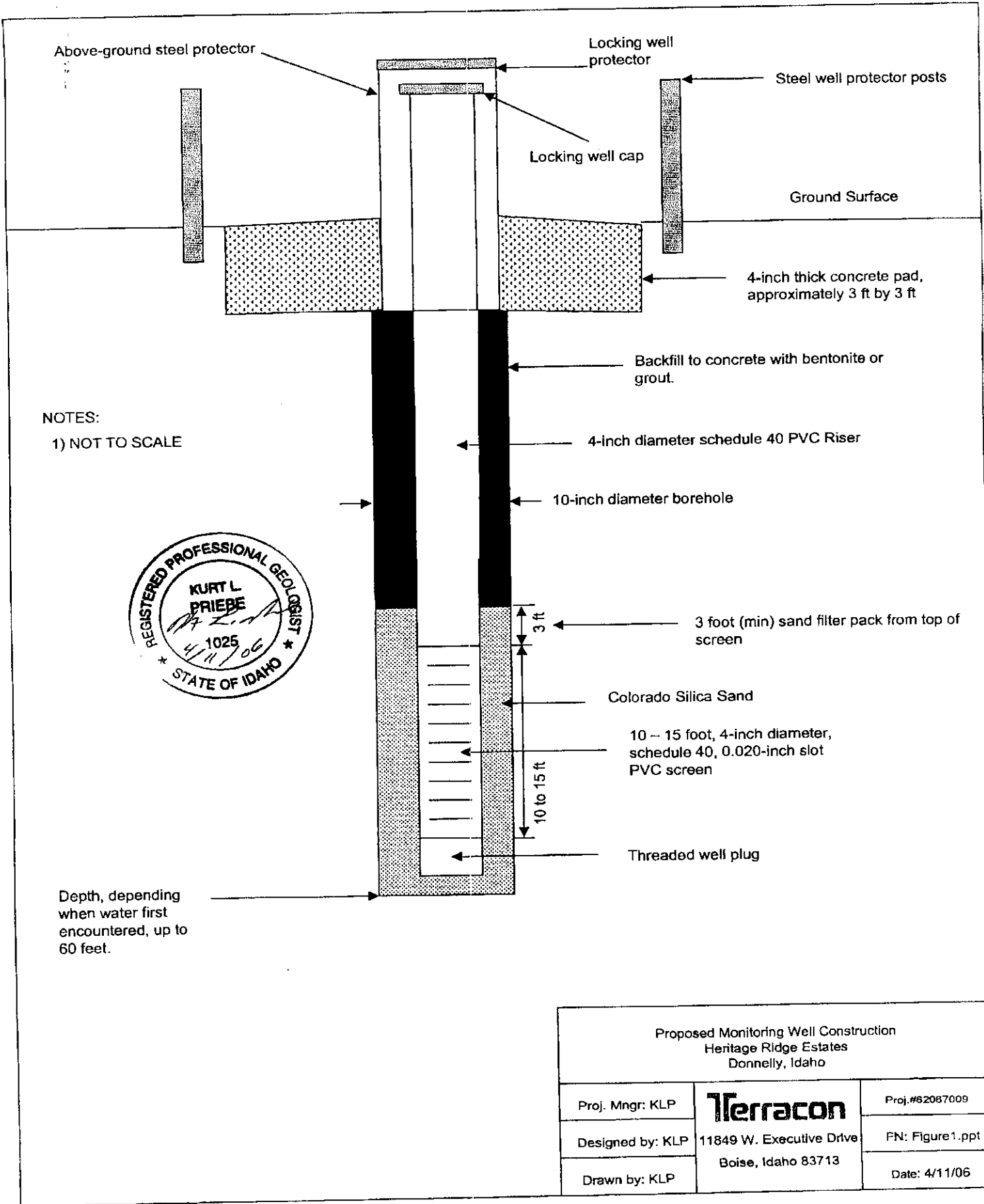
 Title

Receipt No. W034039 Received by DB Fee \$75- Date 4-12-06
EA.

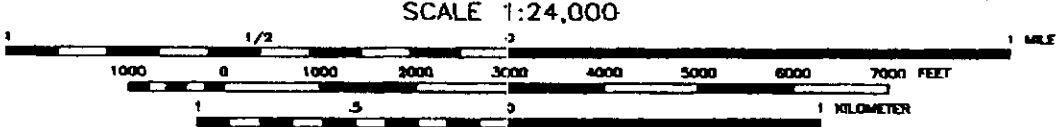
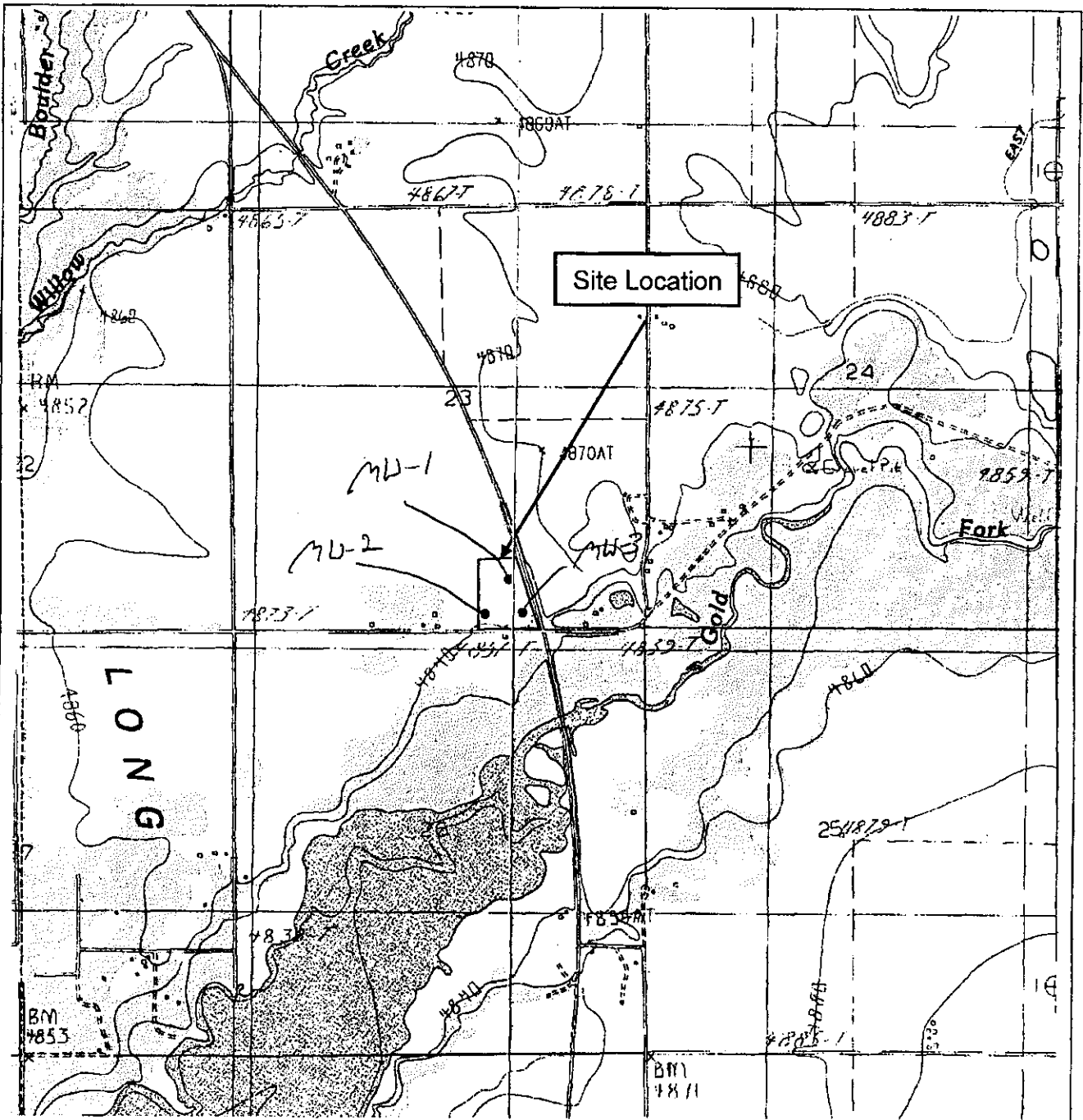
EXTENSION OF DRILLING PERMIT

Extension approved by _____ Approval Date _____

This extension expires: _____



Proposed Monitoring Well Construction Heritage Ridge Estates Donnelly, Idaho		
Proj. Mngr: KLP	Terracon 11849 W. Executive Drive Boise, Idaho 83713	Proj. #62087009
Designed by: KLP		FN: Figure1.ppt
Drawn by: KLP		Date: 4/11/06



U.S.G.S. 7.5 MINUTE SERIES TOPOGRAPHIC MAP
DONNELLY, IDAHO QUADRANGLE

Contour Interval: 20 Feet
 Provisional Edition 1985


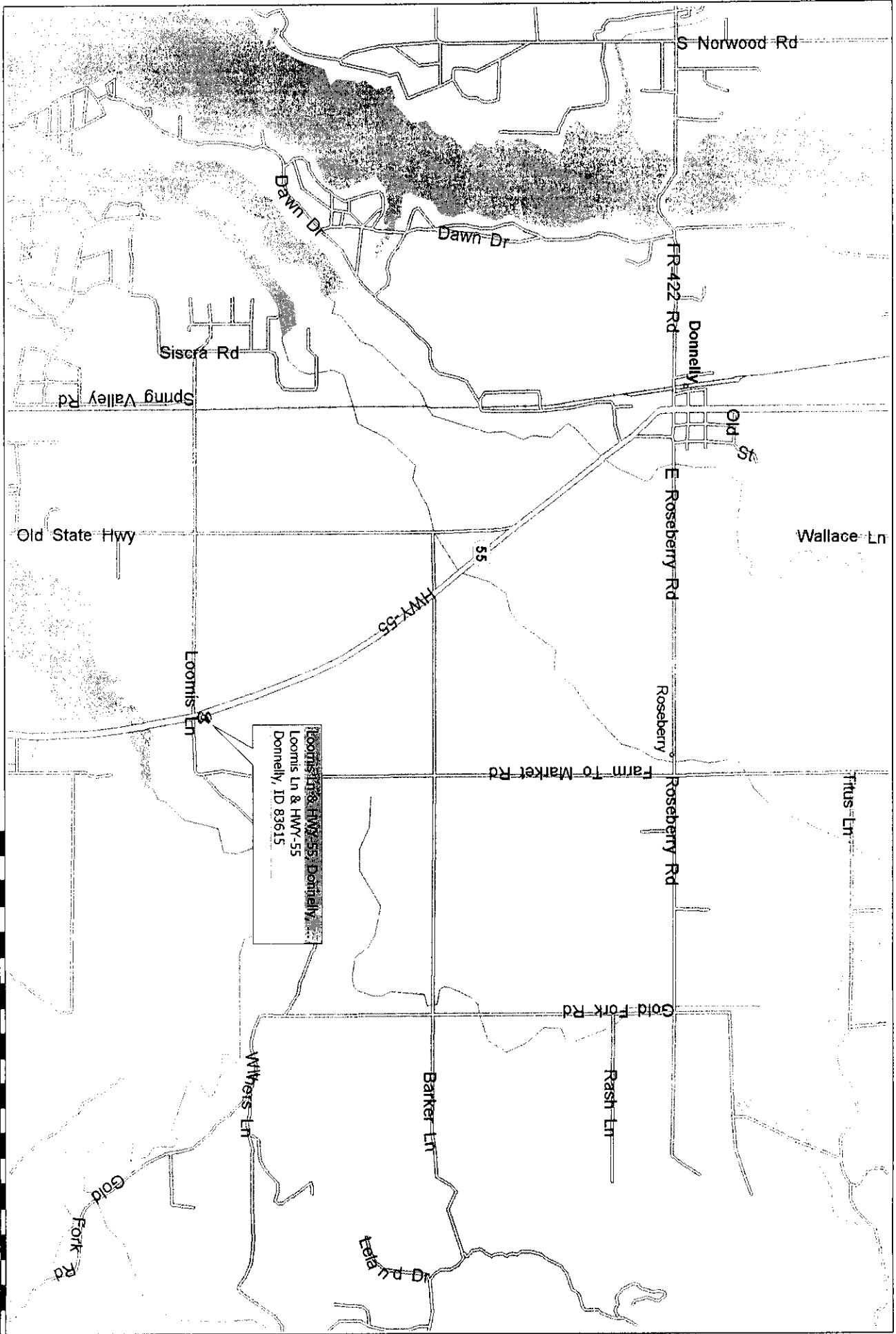
 = Approximate Site Boundaries

FIGURE 1 - TOPOGRAPHICAL MAP
 Heritage Ridge Estates
 Donnelly, Idaho

Proj. Mngr: WHH	Terracon 11849 W. Executive Drive, Suite G Boise, Idaho 83713	Proj. # 62067009
Designed by: WHH		FN: Figure1.ppt
Drawn by: WHH		Date: 3/3/06

Idaho, United States, North America



Loomis Ln & HWY-55, Donnelly, ID 83615



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© Copyright 2002 by Geographic Data Technology, Inc. All rights reserved. © 2002 Navigation Technologies. All rights reserved. This data includes information taken with permission from Canadian authorities © 1991-2002 Government of Canada
(Statistics Canada and/or Geomatics Canada), all rights reserved.

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

839134

Office Use Only
Well ID No. 409477
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 1/4 1/4
Lat: : : Long: : :

1. WELL TAG NO. D CO46401 MLW-3
DRILLING PERMIT NO 893815-839134
Water Right or Injection Well No _____

2. OWNER:
Name Copper Canyon Development
Address 950 N. Cole Rd.
City Boise State ID Zip 83704

3. LOCATION OF WELL by legal description:
You must provide address or Lot, Blk, Sub or Directions to well.
Twp 16 North or South
Rge 3 East or West
Sec 23 1/4 SW 1/4 SE 1/4
Gov't Lot _____
County Valley
Lat: : : Long: : :
Address of Well Site NW corner of Hwy 55 + Lamis Cn
City S. of Donnelly
Lt _____ Blk _____ Sub Name Heritage Ridge 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 Auger

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
<u>Concrete</u>	<u>0'</u>	<u>2'</u>	<u>84lb / 15 Bags</u>	<u>Pour Around Casing</u>
<u>Bentontechip</u>	<u>2'</u>	<u>36'</u>	<u>50lb / 11 Bags</u>	<u>Pour through Auger</u>

Was drive shoe used? Y N Shoe Depth(s) _____
Was drive shoe seal tested? Y N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>4"</u>	<u>+3'</u>	<u>40'</u>	<u>5.440</u>	<u>PVC</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe _____
Packer Y N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method Factory Slot
Screen Type & Method of Installation Factory Slot install through Auger

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>40'</u>	<u>55'</u>	<u>.020</u>	<u>5640</u>	<u>4"</u>	<u>PVC</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. FILTER PACK

Filler Material	From	To	Weight / Volume	Placement Method
<u>B-6-9 Silica Sand</u>	<u>36'</u>	<u>55'</u>	<u>50lb / 17 Bags</u>	<u>Pour through Auger</u>

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
22.8' ft below ground Artesian pressure _____ lb
Depth flow encountered _____ ft Describe access port or control devices: Above
Ground Protective Post with Locking Cap

12. WELL TESTS:
 Pump Bailor Air Flowing Artesian

Yield gal /min.	Drawdown	Pumping Level	Time

Water Temp 68.5° Bottom hole temp _____
Water Quality test or comments: _____
Depth first Water Encounter 2'

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology Water Quality & Temperature	Y	N
<u>10.5"</u>	<u>0'</u>	<u>1'</u>	<u>Top Soil moist black</u>		<input checked="" type="checkbox"/>
<u>10.5"</u>	<u>1'</u>	<u>4'</u>	<u>Sandy Silt, wet brown + Black</u>	<input checked="" type="checkbox"/>	
<u>10.5"</u>	<u>4'</u>	<u>10'</u>	<u>Sand wet brown</u>	<input checked="" type="checkbox"/>	
<u>10.5"</u>	<u>10'</u>	<u>15'</u>	<u>clay, some gravel + sand blue-gray</u>	<input checked="" type="checkbox"/>	
<u>10.5"</u>	<u>15'</u>	<u>25'</u>	<u>Sand some thin silt lenses gray</u>	<input checked="" type="checkbox"/>	
<u>10.5"</u>	<u>25'</u>	<u>30'</u>	<u>Layered silty sand with clay lenses wet</u>	<input checked="" type="checkbox"/>	
<u>10.5"</u>	<u>30'</u>	<u>55'</u>	<u>Sand trace gravel wet Brown</u>	<input checked="" type="checkbox"/>	

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Completed Depth 55' (Measurable)
Date: Started 4-14-06 Completed 4-20-06

14. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed

Company Name Herz-Tech Drilling Inc Firm No 470
Principal Driller [Signature] Date 4-21-06
and Driller or Operator [Signature] Date 4-20-06
Operator I _____ Date _____
Principal Driller and Rig Operator Required
Operator I must have signature of Driller/Operator II

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ID NUMBER 899638-846473

State of Idaho Department of Water Resources
AUTHORIZATION TO ABANDON A WELL

1. WELL OWNER INFORMATION:

Date 5-1-07 Phone Number (208) 672-2672
Name Copper Canyon Development
Mailing Address 950 N. Cole Rd.
City Boise State ID. Zip Code 83704

2. WELL LOCATION:

Township: 16N Range: 3E Section: 23 1/4SW 1/4 SE 1/4
Gov't Lot No. _____ County Valley
Street Address of well site: NW corner of Hwy 55 & Loomis Lane
City Donnelly Lot _____ Block _____ Subdivision Name: Heritage Ridge
GPS Location: Lat: 44° 42' 09.4" Long: 116° 03' 15.1"

3. TYPE OF WELL:

[] DOMESTIC [X] MONITORING [] IRRIGATION [] OTHER _____
(Describe)

4. WELL INFORMATION: (Well depth, measured, casing size & static water level required)

Well Tag Number: D0046401
Previous Drilling Permit Number: 893815-839134
Water Right Number: _____
Well Log on File? [X] Yes [] No
*Casing Size: 4" *Material: PVC
Temperature: [X] <85°F [] >85°F Flowing Artesian? [] Yes [X] No
*Static Water Level 37.9g (measured) * Well Depth 55.2' (measured)
37.9

5. REASON FOR ABANDONMENT OF WELL

Earth work for Development

6. PROPOSED METHOD OF ABANDONMENT:

(This Application must be reviewed prior to commencement of abandonment)
Medium chip in water zone, Granular above static

7. Drilling Company proposing abandonment Menasco Drilling
8. License Number 391 Date of abandonment 5-1-07
9. APPLICANTS SIGNATURE [Signature] DATE: 5-1-07
Title Principle Driller
(Owner, Firm Representative, Other)

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WESTERN REGION

ACTION OF THE DEPARTMENT OF WATER RESOURCES

This application for abandonment has been reviewed by IDWR on 5 / 3 / 07
mm dd yy

This review does not constitute an endorsement by IDWR of the proper abandonment of this well. Pursuant to Section 42-238(12), Idaho Code, All abandonments must meet the requirements of the Administrative Rules for Well Construction Standards. (Abandonment of this well will require the services of a well driller licensed in the State of Idaho unless a waiver has been granted.)


Signature of Authorized Department Representative

Sr. W. Agt
Title

ABANDONMENT REPORT

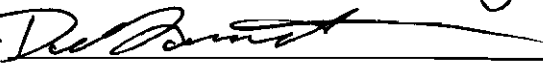
ABANDONMENT PROCEDURES:

Must describe all details of work performed including perforations, sealing materials and how casing was removed.

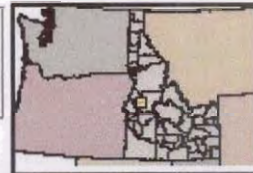
PROCEDURE	FROM	TO	WEIGHT / VOLUME
Measured hole	0	55.2	
Poured 1 Bag & Tagged	55	46	50 lbs ^{medium} Chip
Poured 1 Bag & Tagged	46	37	50 lbs ^{medium} Chip
Poured 1 Bag & Tagged	37	29	50 lbs granular
Poured 1 Bag & Tagged	29	21	50 lbs granular
Poured 1 Bag & Tagged	21	13	50 lbs granular
Poured 1 Bag & Tagged	13	6	50 lbs granular
Dug down 6' Feet			
Cut off casing 6' BGL			
Back Filled			

DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with

Company Name Menasco Drilling License # 391
 Driller  Date 5-1-07
 Operator _____ Date _____

The lat/long you provided was 44° 42' 9.400" N; 116° 3' 15.100" W
Here are the results:
SW quarter of the SE quarter of Section 23, Township 16N, Range 03E
IDTM NAD83 coordinates: Easting=2337262; Northing=1502191



Choose the map-display background: Photo Topo



Add Layer

- Wells
- Water Rights
- Water Right Permits
- Adjudication Claims
- Adjudication Recommendations

* Positions of wells/headgates may be based upon the center of a quarter-quarter section; those obtained by GPS or survey are accurate.

APPENDIX F

DRAFT WILDFIRE MITIGATION PLAN

VALLEY VIEW LANDING

WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

(from Valley County Code 10-7-1)

10-7-1: PURPOSE:

Valley County's community wildfire protection plan acknowledges that wildfire hazard areas exist throughout the county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. The Valley County fire working group recommends that a requirement for the development and approval of a wildland urban interface fire protection plan be added as an addendum to the Valley County subdivision regulations ordinance. The existence of said plan will assist the Valley County planning and zoning commission and the structural fire districts in satisfying the current subdivision regulation, subsection 10-3-2-6D7 of this title. (Ord. 10-07, 8-26-2010)

10-7-2: DEFINITIONS:

APPROVED: Refers to approval as the result of review, inspection or tests by reason of accepted principles.

ASPECT: Generally, refers to the direction to which a mountain slope faces. For example: A slope that faces the sun in the afternoon has a westerly aspect or is a west facing slope.

DEFENSIBLE SPACE: Refers to that area between a building and an oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and to provide an opportunity for firefighters to effectively defend the building.

FORESTED: Idaho Code title 38, chapter 1 (Idaho forestry act) defines "forestland" as meaning "any land which has upon it sufficient brush or flammable forest growth of any kind or size, living or dead, standing or down, including debris or growth following a fire or removal of forest products, to constitute a fire menace to life (including animal) or property".

FUEL BREAK: An area, strategically located for fighting anticipated wildfires, where the vegetation has been modified or removed so that fires burning into it can be more easily controlled. Fuel breaks may divide fire prone areas into smaller areas for easier fire control and to provide access for firefighting.

PROFESSIONAL: Can include qualified professional forester, fire ecologist, or comparable experience. Professionals can be prequalified by the commission or recommended by the Valley County fire working group and kept on record at the planning and zoning office.

PROFESSIONAL FORESTER: An individual holding at least a Bachelor of Science degree in forestry from an accredited four (4) year institution. (This is consistent with Idaho state tax commission rule 960 of the Idaho administrative code, Idaho state tax commission, PDAPA 35.01.03, section 04.)

SLOPE: The variation of terrain from the horizontal; the number of feet of rise or fall per one hundred feet (100') measured horizontally, expressed as a percentage.

STRUCTURE: That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed or parts joined together in some manner.

VALLEY COUNTY FIRE WORKING GROUP: This group is given charter by the Valley County board of commissioners and is tasked with oversight of the community wildfire protection plan. This group is represented by local fire departments, SITPA, public land managers (USFS, IDL, BOR), bureau of homeland security, West Central Highlands RC&D, Valley County Natural Resource Consultants, etc.

WILDFIRE: An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

WILDLAND URBAN INTERFACE AREA: That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. (Ord. 10-07, 8-26-2010)

10-7-3: BASIS FOR RECOMMENDATION:

Valley County adopted the 2006 international fire code, which references the international wildland urban interface when dealing with wildlands. The following addendum's structure set out in section 10-7-4 of this chapter is based on the 2006 wildland urban interface area requirements section 405. (Ord. 10-07, 8-26-2010)

10-7-4: SUBMISSION REQUIREMENTS:

A. General: All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning commission with their preliminary plat application or planned unit development submittal.

B. Content: The plan shall be based upon a site-specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.

1. Preparation: The plan shall be developed by a "professional" (see definition in section 10-7-2 of this chapter). Professionals can be prequalified by the commission and a list will be maintained at the Valley County planning and zoning office.

2. Format: The plan shall consist of two (2) sections:

a. Wildfire Risk Assessment: This portion of the plan includes a map and narrative describing the status of the land to be developed. At a minimum, the following must be included:

1. Topographic map. Use blank map format included on the last page.

Refer to Valley View Landing Drawing No. Ex-2, Sheet 2 of 7.

2. Site description including discussion of slope(s), aspect(s), and significant topographic features.

Valley View Landing is located in Valley County, Idaho, Parcel No. RP16N03E238450, Parcel No. RP16N03E238421, and Parcel No. 16N03E237985 in Section 23, Township 18 North, Range 3 East. The property currently consists of existing vegetation and a pond. The property is located approximately 2.5 miles south of Donnelly at the intersection of Highway 55 and Loomis Lane and is approximately 46.90 acres. The current land use around the proposed subdivision consists primarily of agricultural use with some industrial located south of the property.

The natural topography is relatively flat, sloping from the north to the south with slopes ranging from two (2%) percent to ten (10%) percent. A pond is located along the western boundary of the property.

3. Narrative describing existing vegetation and fuel hazards, distribution, and continuity.

During a site visit, it was determined that the majority of existing vegetation is natural grasses and shrubbery with some trees along Highway 55 and Loomis Lane.

4. Fire history, including historical occurrence, causes, typical wind and climatic conditions which influence fire behavior.

Weather patterns in Valley County during the summer months produce thunderstorms that have the potential to ignite wildfires. The average summer temperature (June 20 through September 14) is 70 degrees, and the average for July is 78 degrees. Increased summertime thunderstorms, warm temperatures, low humidity, and winds from the south/southwest create an ideal situation for the ignition of a fire from natural or human caused events. The rapid changes of weather conditions in the summer and fall months could create fire behavior that increases the risks of homeowners and firefighters.

5. Existing roads and bridges, including a description of widths, grade percentages and weight limits.

Currently there is one ingress/egress point for the property, an access that was established for a previously proposed subdivision along Loomis Lane. Prior to abandonment, some preliminary roads were established on the property and can be used to access the southern portion of the proposed subdivision. The existing access will be reused and new roads will be established throughout the property.

6. Location of existing structures and an estimate of the proposed density, types and sizes of planned structures.

Currently there are no existing structures located on the property. Proposed density at full build-out for Valley View Landing would allow for twenty-seven (27) single-family residential/flex-use lots. An open space area is proposed around Pond 2.

7. Infrastructure that may affect wildland fire risk (i.e., existing power lines, railroad lines, propane tanks, etc.).

There is no known existing infrastructure on-site. Power is available along Loomis Lane, and two existing wells are present, which appear to be abandoned. Upon completion of the project, it is anticipated that power and propane tanks will be present on-site. The power lines are expected to be buried and provide minimal wildland fire risk.

8. Description of existing features that may assist in controlling a wildfire (i.e., fuel breaks, water sources, etc.).

A pond currently exists on the site that may assist in the controlling of wildfire.

Additionally, dipping and/or drafting from Cascade Lake could also be an option for water supply (approximately 1-mile air distance).

9. Current structural and wildland fire jurisdictional agencies.

Valley View Landing is located within the Donnelly Rural Fire Protection District (DRFPD).

10. Effect of proposed development on current wildland fire risk within the development area and to adjacent landowners.

Wildland fire risk imposed by the development includes individual property owners with potential for human caused fire ignition.

b. Wildfire Risk Mitigation: This portion of the plan includes a map(s) and narrative detailing planned wildfire hazard mitigation actions to be taken by the developer prior to individual lot development to mitigate risks to life and property from wildland fire. Specific items to be addressed include:

1. Access - planned ingress and egress routes.

Valley View Landing includes two (2) ingress and egress routes at full build-out. One access point will be connected to Loomis Lane. An additional emergency access will be connected to Highway 55. All roadways are anticipated to be built with an asphalt surface and will be constructed to *Valley County Minimum Standards for Private Road Design and Construction*. Refer to Valley View Landing, Drawing No. Ex-2, Sheet 2 of 7.

2. Water supply for structural and wildland fire response.

At full build-out, Valley View Landing will include two (2) fire protection tanks (Phase 1) and one (1) fire protection pond/tank (Phase 2) to support structural and wildland fire response.

3. Estimated response time and distances for jurisdictional fire agencies.

The development is located within the DRFPD and the estimated response time is five (5) minutes. Additional wildfire resources from federal agencies are available upon request.

4. Planned internal fire protection systems and/or equipment, including buried tanks, wells, hydrants, drylines, etc., along with protective measures for systems and/or equipment.

Valley View Landing will be constructed to meet DRFPD fire-flow requirements using a fire protection pond/tank and two (2) fire protection tanks. Bollards will be installed around the pond/tank connection point to protect it from potential vehicle damage.

5. Proposed infrastructure, including bridge standards, road widths, grades, signage, aboveground/belowground power lines, etc.

As described above, the development will utilize two (2) ingress/egress routes. Due to the natural topography being relatively flat, road grades are not anticipated to exceed four (4%) percent. Appropriate road signage will be installed and should be clearly visible at each intersection and all residences will have their address number posted in accordance with Valley County standards.

Power infrastructure has not been designed, but it is anticipated that it will be installed underground.

It is suggested that builders use building materials that are fire resistant and are recommended by the International Fire Code and Valley County Building Department.

6. Safety zone locations.

It is suggested that defensible space be designed to reduce fuel loads around homes and implemented before construction within the proposed subdivision. There are three zones that successfully create defensible space around homes according to Firewise programs; the immediate zone (0-5 feet), intermediate zone (5-30 feet) and the extended zone (30-100 feet). Below are some suggestions to create a defensible space for each zone.

Immediate Zone (0 to 5 Feet)

- All plant debris should be removed from around the residence.
- Use non-combustible mulch such as stones and rock around the home, instead of mulch or wood chippings.
- Trim branches that overhang the home, porch and deck while pruning the lower branches of larger trees at least six (6') feet from the ground.
- Keep leaf litter and pine needles off of the roof and remove branches within 10 feet of the chimney.
- Use ignition resistant building materials on exterior walls.
- Use non-flammable fencing materials.
- Keep the gutters clean of leaf debris that is collected in gutters (annually).

Intermediate Zone (5 to 30 Feet)

- Keep vegetation clear around propane tanks.
- Keep grasses mowed to four inches.
- Irrigate lawns and trees to prevent them from becoming dry.
- Remove vegetation under trees to prevent fire from reaching tree crowns.
- Trees should have a minimum of ten (10') to eighteen (18') feet between crowns, this spacing should increase as slope increases.
- Remove ladder fuel by pruning the lower branches of trees to minimize the risk of any fires reaching the crowns.
- Create fuel breaks such as pathways.

Extended Zone (30 to 100 Feet)

- Remove piles of ground litter/debris, dead plants, and tree materials.
- Remove vegetation around out-buildings.
- Remove small conifers growing between mature trees.
- Space all trees to have a minimum of six (6') to ten (10') feet between the crowns, this spacing should increase as slope increases.
- Remove ladder fuel by pruning the lower branches of trees to minimize the risk of any fires reaching the crowns.

7. Planned live and dead fuel treatment actions, including modification through thinning, pruning, piling, chipping, and fuel break construction; and removal through commercial harvest, chipping and hauling or prescribed burning.

Prior to road construction and during site grading, fuel reduction should be followed to remove all woody ground fuels, slash piles and any other hazards. Dead and dying debris should also be removed and existing trees should be limbed where appropriate.

8. Long term maintenance schedule to sustain fuel treatment effectiveness.

Long term maintenance will be addressed in the Valley View Landing CC&Rs.

9. Analysis of the overall change in wildland fire risk within the development and to adjacent landowners once the planned mitigation actions are implemented.

Valley View Landing does not present a large wildland fire risk in relation to the existing conditions/vegetation on-site, however development of this project into a community worthy of a *Firewise Communities USA* designation is an overall goal.

3. Submittal, Implementation and Verification:

- a. *The plan shall be submitted with the preliminary plat application to the Valley County planning and zoning office.*
- b. *Planned mitigation work must be completed or financially guaranteed prior to the recordation of the final plat. A schedule for the phased completion of mitigation work may be approved in conjunction with recordation of final plats.*
- c. *Verification of completed implementation of mitigation actions will be the responsibility of the jurisdictional structural fire district. Where no structural fire district exists, the Valley County sheriff shall appoint a county representative.*

4. Exceptions: Proposed administrative plats of less than five (5) lots and proposed subdivisions with lands less than twenty percent (20%) "forested" (see definition in section 10-7-2 of this chapter) are exempt from the professional requirement. For proposed subdivisions fitting these descriptions, the developer may complete the plan (see the fire protection form). The plan for an administrative plat can be approved by the administrator upon receiving an approval letter from the fire district.

5. Cost: The cost and implementation of the plan preparation shall be the responsibility of the applicant.

6. Plan Retention: The approved plan shall be retained at the Valley County planning and zoning office and the jurisdictional fire district or designated agency where no fire district exists. (Ord. 10-07, 8-26-2010)

Use additional pages as necessary. If you have map already constructed, it may be used instead.

APPENDIX G

DRAFT CC&Rs

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
VALLEY VIEW LANDING SUBDIVISION**

THIS DECLARATION is made this _____ day of _____, 2026, by **Valley View Landing LLC**, an Idaho limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of certain real property located in Valley County, Idaho, as platted and recorded as the VALLEY VIEW LANDING SUBDIVISION (the "Subdivision").

B. Declarant desires to subject the Subdivision to this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the purposes of: (a) preserving and enhancing property values; (b) maintaining rural character; (c) enabling a controlled "Flex-Use" community that supports residential living, shop-first construction, and limited low-impact trade and service activities; (d) establishing standards for development, operations, and appearance; and (e) creating and empowering a property owners association to maintain private roads, common facilities and to enforce these covenants.

C. This Declaration is intended to run with the land and shall be binding upon all present and future Owners of Lots within the Subdivision.

ARTICLE 1. GENERAL

1.1 Name of Community: The common interest community created by this Declaration shall be known as "VALLEY VIEW LANDING SUBDIVISION" (the "Community").

1.2 Property Subject to Declaration: The "Property" subject to this Declaration consists of all real property within the exterior boundaries of the Subdivision as shown on the recorded plat (the "Plat"), together with any additional property that may later be annexed in writing by Declarant (if any), recorded in Valley County.

1.3 General Plan and Flex-Use Character: The Community is intentionally designed as a controlled "Flex-Use" development. It is not a traditional residential-only subdivision and it is not an unrestricted commercial setting. Purchasers are hereby advised that certain Lots may contain shop buildings, contractor storage yards, business-related vehicles and trailers, trade-support activity, and light indoor commercial/trade/service activity, all as permitted and regulated by this Declaration and applicable law.

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1.4 Purpose and Interpretation: The purposes of this Declaration include: (a) preserving and enhancing property values; (b) maintaining private roads and shared drainage features; (c) preventing nuisances and incompatible uses; (d) establishing architectural and site standards; (e) allowing shop-first construction and certain controlled business uses in a manner compatible with neighboring Lots; and (f) providing a fair and enforceable framework for governance. If any ambiguity exists, this Declaration shall be interpreted to protect property values, prevent visual blight and maintain the intended mixed-use character.

1.5 Applicability; Running With the Land: This Declaration shall run with the land and be binding upon Declarant, the Association, and all Owners and their successors, assigns, tenants, guests, invitees, contractors, and agents. These covenants shall inure to the benefit of each Lot and may be enforced as provided herein.

1.6 Incorporation by Reference: The Association's Articles of Incorporation and Bylaws (collectively, the "Association Documents") are incorporated by reference to the extent not inconsistent with this Declaration. In the event of conflict, this Declaration shall control.

ARTICLE 2. DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings set forth below:

2.1 "ACC" or Architectural Control Committee: means the committee established under Article 6 with authority to review and approve improvements, materials, colors, screening, site plans, and related matters.

2.2 Accessory Building: a building subordinate to the use of the principal building on the same Lot.

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

2.4 Assessments: shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration and/or the Bylaws.

2.5 Association: means the Valley View Landing Property Owners Association, an Idaho nonprofit corporation, or any successor entity.

2.6 Board: means the Board of Directors of the Association.

2.7 Common Facilities: means any common property, improvements, or facilities owned by or maintained by the Association, including without limitation private roads (whether owned by Declarant or the Association), drainage features within road rights-of-way, and the pond and dry hydrant (if any).

2.8 Community: has the meaning stated in Section 1.1.

2.9 Contractor Storage Yard: means a screened outdoor storage area on a Lot for equipment, tools, materials, trailers, and work-related vehicles used in connection with a lawful trade or business, subject to Article 4.

2.10 Declaration: means this recorded Declaration, as amended from time to time in accordance with Article 12.

2.11 Dwelling or Dwelling Unit means a structure or portion of a structure designed for residential occupancy, containing cooking, sleeping, and sanitary facilities.

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

2.13 Lot: means any platted lot within the Subdivision subject to this Declaration.

2.14 Low-Impact Trade and Service Uses means small-scale trade, service, repair, fabrication, assembly, storage, office, shop, or contractor-support uses that are conducted in a clean, orderly, screened, and low-impact manner and do not create unreasonable noise, dust, odor, traffic, vibration, glare, smoke, or nuisance impacts beyond the Lot. Subject to Article 3.4.

2.15 Member: shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

2.16 Nuisance: means any activity or condition that materially and unreasonably interferes with the use, enjoyment, safety, or property values of neighboring Lots, considering the flex-use nature of the Community and the standards in Article 5.

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

2.18 Owner: The term “Owner” shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records in the Office of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including

buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

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

2.20 Plat: “Plat” shall mean the final plat of the Subdivision, filed of record with the Office of the County Recorder, Valley County, Idaho.

2.21 Residence: “Residence” shall mean the principal residence/building on the Lot.

2.22 Rules and Regulations: “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors concerning the Property.

2.23 Screened: means a combination of fencing, landscaping, berming, structures, or other approved methods sufficient to block direct line-of-sight to the stored items or activity from Subdivision roads and neighboring Lots, as determined by the ACC/Board in its reasonable discretion.

2.24 Short-Term Rental: means rental or occupancy for less than thirty (30) consecutive days.

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

ARTICLE 3. LAND USES; PERMITTED AND PROHIBITED USES

3.1 General Rule; Compliance with Law: Each Lot may be used only for uses permitted by this Declaration and applicable Valley County ordinances, codes, permits, and regulations, as they may be amended (collectively, “Applicable Law”). Where this Declaration is more restrictive than Applicable Law, this Declaration controls. Where Applicable Law is more restrictive, Applicable Law controls.

3.2 Flex-Use Acknowledgment. Each Owner acknowledges that the Community’s character includes a blend of residential living, shop buildings, contractor yards, and limited indoor/outdoor business activity. Properly permitted mixed-use activity conducted in compliance with this Declaration shall not be deemed a Nuisance solely because it differs from a traditional residential-only neighborhood.

3.3 Permitted Uses. No use shall be permitted that becomes unsightly or offensive, that reduces the aesthetic and/or market value of surrounding lots. Subject to Articles 4–6, ACC approval where required and to the extent allowed by Applicable Law and any applicable County approvals or permits. The following uses are permitted on each Lot:

A. Residential Use, including a primary dwelling and customary residential accessory uses.

B. Stand-alone shop or building with or without living quarters, including “shop-first” construction.

C. Accessory buildings and accessory dwelling units (“ADUs”) where allowed by Applicable Law and this Declaration.

D. Contractor Storage Yard use in compliance with Article 4.

E. Low-Impact Trade, Business and Service uses.

3.4 Low-Impact Trade and Service Uses: Low-Impact Trade, Business and Service Use is permitted only if it meets all of the following: (1) primarily conducted indoors; (2) by appointment only; (3) no walk-in public retail storefront; (4) no outdoor display of inventory; (5) no excessive traffic or parking congestion; (6) no operations that materially increase road maintenance costs; (7) does not include heavy manufacturing, batch plants, rock crushing, asphalt mixing, or similar uses; (8) does not emit smoke, dust, odor, glare, noise, or vibration beyond the Lot boundary; (9) does not involve continuous heavy truck traffic; and (10) does not involve hazardous chemical storage or processing beyond customary trade quantities consistent with safe, lawful practice. The Board may require additional conditions or mitigation measures for compliance and may require reasonable operating conditions (e.g., limits on hours, deliveries, and fleet staging) to preserve compatibility and road longevity.

3.5 Prohibited Uses: Prohibited uses include, without limitation: junkyards; salvage operations; scrap processing; heavy industrial plants; asphalt or concrete batch facilities; rock crushing; hazardous chemical storage or processing as a principal use; heavy trucking terminals; public retail storefronts with general walk-in traffic; and any use that the Board reasonably determines to be incompatible with the Community’s purpose.

3.6 Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trailers, equipment, trash, rubbish, garbage, construction debris, scrap material or other refuse shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property. Garbage containers may be placed at the curb 24 hours before collection days but shall be returned to an area proximate to the residence not later than 24 hours after the collection day. Garbage dumpsters are allowed but must be fully screened from street view and encouraged to be within its own screened area.

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In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon thirty (30) days' prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 10 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within thirty (30) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

3.7 Wood Burning Devices: Pursuant to Valley County Conditional Use Permit No. 23-02 Conditions, no more than one wood burning device shall be allowed per Lot.

3.8 Lot Addressing: Owners shall be responsible for placing the County approved address for their Lot at the mouth of their driveway and on their primary structure.

3.9 Snow Machines, Motorcycles, and All Terrain Vehicles: All-terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may be operated within the Subdivision, not to exceed posted speed limits and operated in a safe manner.

3.10 Hunting, Discharge of Firearms: No hunting or discharging of firearms shall be allowed within the Subdivision.

3.11 Storage of Owners' Vehicles and Equipment: All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or other enclosed building, or in an area which is reasonably screened from view from other Lots or roads within the Subdivision in a manner which has been approved by the ACC. ACC encourages a combination use of privacy fencing and landscaping to help screen the storage of vehicles, equipment and personal property.

3.12 Construction and Temporary Structure: For a period not to exceed eighteen (18) months following the commencement of construction of the primary residence and/or primary building on a Lot, one (1) recreational vehicle may be parked on the Lot during active construction. No temporary residence of any kind shall be permitted except as expressly permitted during active construction period as provided herein. No building or structure shall be erected or maintained on a Lot prior to the commencement of construction of the approved Improvements. Construction of Improvements must proceed diligently and continuously from commencement until fully completed and painted. The construction site shall be kept in a clean and orderly condition at all times.

3.13 Burning: Burning of trash, debris, slash piles, or use of burn barrels on any Lot is prohibited, except as may be expressly permitted by Applicable Law for controlled, lawful burns and only if approved in writing by the Board and conducted without creating a Nuisance.

3.14 Animals: No animals of any kind, except for household pets, (it is specifically noted that horses, cattle, pigs, llamas, sheep, goats, and comparable sized animals, livestock, poultry, fowl, reptiles, and wild animals are not considered household pets) shall be raised, bred, or kept on any portion of any Lot. No more than four household pets may be kept on any Lot. No animal shall be kept on any Lot for pay or boarding purposes. Any exception to the maximum four household pet rule requires written approval from the Board.

A. Pets. Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

B. Dogs. Consistent and/or chronic barking by dogs or threatening or aggressive behavior by any animal shall be considered a nuisance. Owners understand and acknowledge that the Property is bordered by private and public grazing land and that dogs leaving the Property and harassing livestock may be controlled, as allowed by law. Dog runs shall be allowed with the prior written approval of the Committee.

C. Additional Rules. The Board may create additional rules and regulations regarding animals as it deems appropriate.

3.15 Renting/Leasing: An Owner may rent or lease their Residence/Building or their Accessory Dwelling Unit; provided: (a) the Owner shall assure that the renters/lessees are aware of these Covenants and shall incorporate these Covenants into any rental or lease agreement; and, (b) the Owner shall be responsible for any violations by renters/lessees of any of the provisions of these Covenants.

3.16 Short-Term Rentals Prohibited: Short-Term Rentals (less than 30 consecutive days) are prohibited.

3.17 Flags: Not more than one flag, which shall be the American flag, shall be displayed on any Lot. The flag shall be not greater than 4 feet x 6 feet in size.

3.18 RV Camping: RV camping and guest camping on any lot will be limited to a total aggregate of 8 weeks per year, in order to protect and preserve property values and discourage unoccupied storage of RV's, campers and travel trailers for extended periods of time. Camping may take place in no more than 10-day contiguous increments, with at least 5 days between camping periods and no more than 2 campers per lot.

3.19 No Further Subdivision: No Lot may be further subdivided.

ARTICLE 4. CONTRACTOR STORAGE YARDS; OUTDOOR STORAGE

4.1 Permitted with Controls: Contractor Storage Yards are permitted as part of the Community's flex-use character, subject to strict standards to prevent visual blight, junk accumulation, and nuisance impacts.

4.2 Screening Required Before Use: No Contractor Storage Yard use may commence until screening along the street frontage and any other required screening is installed and approved in writing by the ACC/Board. Screening must be maintained at all times.

4.3 Surfaces Required: All storage areas for vehicles, equipment, trailers, materials, and supplies shall be on gravel, crushed rock, compacted aggregate, asphalt, or concrete that is properly graded. Parking or storage on bare dirt is prohibited.

4.4 Orderly Condition: No Junk. Storage shall be orderly, stacked, and maintained. No scrap accumulation, dismantled vehicles, inoperative machinery, demolition debris, or visible junk is permitted.

4.5 Outdoor Work Limits: Outdoor cutting, grinding, welding, or fabrication that creates excessive noise, sparks, smoke, or other impacts may be restricted. Trade and business activities shall primarily occur indoors.

4.6 Sanitation: If the Lot is used as an active Contractor Storage Yard prior to completion of a primary structure with restroom facilities, the Owner shall provide sanitary facilities as required by Applicable Law, located in a screened area approved by the Board.

4.7 Lots 1 - 6 Limitation: If Lots 1-6 are designated by the recorded Plat, County approvals, or official subdivision materials as subject to special use limitations, Contractor Storage Yard use shall not occur on those Lots until a primary structure is completed, unless otherwise approved in writing by the Board.

4.8 Board Authority to Impose Conditions: The Board may impose reasonable conditions on Contractor Storage Yard operations (including limits on fleet staging, delivery frequency, and additional screening) if needed to preserve compatibility, safety, or to protect roads.

ARTICLE 5. PERFORMANCE STANDARDS; NUISANCE

5.1 Performance Standards: All uses shall avoid unreasonable nuisance impacts including excessive noise, vibration, odor, dust, glare, smoke, or traffic. Parking shall occur on lot only.

5.2 Outdoor Work Hours: Outdoor work activity shall generally occur between 7:00 AM and 8:00 PM, unless emergency-related or otherwise approved by the Board.

5.3 Nuisance Determination: In determining whether a condition constitutes a Nuisance, the Board may consider: frequency and duration; intensity; visibility; traffic effects; compliance with this Declaration; and whether the condition exceeds what is reasonably anticipated in a flex-use community. The Board's determination shall be made in good faith and in its reasonable discretion.

5.4 Acceptance of Flex-Use Impact: Owners acknowledge that some daytime trade activity, work trucks, and shop operations are anticipated. Properly permitted activity that complies with this Declaration shall not be deemed a Nuisance merely because it is commercial in nature.

ARTICLE 6. ARCHITECTURAL CONTROL; DESIGN AND SITE STANDARDS

6.1 Purpose: Architectural controls exist to maintain quality, harmony, and value while allowing diverse building types suitable for a flex-use community. It is the intent of Valley View Landing to promote a cohesive architectural character predominantly reflective of a mountain modern style, emphasizing natural materials and colors, simple forms, and lower-pitched rooflines designed to reduce visual impact and blend with the surrounding landscape.

6.2 Approval Required: No Improvement (including buildings, shops, ADUs, fences, walls, driveways, grading, significant landscaping changes, screening, and exterior modifications) shall be commenced without prior written approval of the ACC, except for minor repairs that do not change exterior appearance.

6.3 Submittals: The ACC may require plans and information including: (a) site plan showing all Improvements, driveway, parking, storage areas, and screening; (b) exterior elevations; (c) materials and color schedules; (d) grading/drainage plan if applicable; (e) construction schedule; and (f) lighting plan.

6.4 Review Standard: No Precedent. Approval may be conditioned. Approval of one Improvement does not create a precedent or waive future enforcement.

6.5 Response Time: The ACC shall respond within thirty (30) days after a complete submittal is received, unless extended in writing (e.g., for consultant review). Failure to respond within the applicable period shall be deemed approval.

6.6 Minimum Building Sizes and Standards: Minimum sizes and standards are intended to prevent under-improvement and protect value. Unless the ACC approves a variance under Article 12, minimums shall be:

A. Primary residential dwelling: 1,200 sq ft living area (single story) or 1,000 sq ft footprint (multi-story) plus a minimum two-car garage (may be attached or detached).

B. Primary Shop/Building: 1,200 sq. ft. heated ground floor space.

C. Primary Shop/Building with living quarters: 1,600 sq. ft. of which 1,200 sq. ft. to be heated ground floor “Shop/Building” space.

D. All primary structures to have at least one (1) complete bathroom with sink, toilet and shower.

6.7 Height: Maximum height of any building is thirty-five (35) feet, subject to Applicable Law.

6.8 Exterior Materials and Colors: Exteriors must be of quality materials including fiber cement, properly finished natural wood, engineered wood, board & batten (wood or composite), matte non-reflective painted metal/steel siding, CMU, and/or stone accents. Earth tones are preferred. Highly reflective materials are prohibited.

6.9 Roofs:

A. *Roof Pitch:* All major roofs shall have pitches not less than 2:12 and not greater than 12:12. Major roof forms shall be restricted to gable, single slope and hip type roofs. Pedestrian and vehicular areas shall be protected from roof snow shedding where roof pitches exceed 6:12. This can be accomplished through secondary roofs, snow clips and snow fences on roofs.

B. *Roof Materials:* Roof surfacing materials are an important means of blending the new construction into the existing character of the site. As careful selection of these materials may help to relate the buildings to their surroundings, the wrong color or texture may make the building garish or distracting. The roofing material choice should be based upon roof slope, roof assembly, and climate, with the objective to blend the roof into its surroundings in a functionally appropriate fashion. Roof materials shall be nonflammable materials (e.g. non-reflective metal, tile, fiberglass shingles, fire retardant wood shingles or shakes). No galvanized metal roofs shall be allowed. Metal roofs shall be of earth tone colors which are compatible with the Property. Owners desiring to use non-metal roofs must demonstrate to the Architectural Control Committee that the desired material is fire resistant. Due to continuing changes in technology, the ACC may expand the list of

permissible materials from time to time. Colored metal roofing may also be used, but must be dark, earth tone colored, and matte finished. If a steel or aluminum metal roof is used, it must be color coated with a color approved by the ACC. It is suggested that cold roof design be used for roofs over heated interior spaces to avoid ice damage to the roofs and eaves. All roof flashing and appurtenances shall be of a painted or coated color harmonious with the roof and upper wall surfacing. No roof murals will be permitted.

6.10 Driveways and Parking Surfaces:

A. Single Access: Each Lot is encouraged to have one (1) primary driveway access point to reduce disturbance, preserve aesthetics, and improve traffic safety. Any request for additional access points (including secondary driveways or pull-through access) must be submitted to and approved in writing by the ACC prior to construction.

B. Owner Responsibility: Each Owner is solely responsible, at the Owner's expense, for the design, installation, and ongoing maintenance of the driveway, approach, drainage features, and any required culvert(s), including keeping such improvements in good repair and free of obstructions.

C. Culvert Requirement: Where a culvert is required at the driveway entrance or within the driveway drainage system, the minimum culvert size shall be twelve inches (12") in diameter, constructed of steel or reinforced concrete, unless a larger size is required by Applicable Law, Valley County, the road authority, or site-specific drainage conditions. The ends of any exposed culvert shall be neatly finished and stabilized, and where visible from a roadway or neighboring Lots, shall be aesthetically treated, including stone headwalls or other ACC-approved finish.

D. Permitted Surfacing: Driveways and designated parking/storage areas must be surfaced with gravel, asphalt, or concrete, and must be constructed in a manner that provides durability and proper drainage, prevents rutting and erosion, and minimizes tracking of mud, dust, or debris onto roads.

E. Prohibited Conditions: Parking on bare dirt is prohibited. Unimproved dirt driveways, dirt parking pads, and routinely used bare-soil parking or storage areas are not permitted. The ACC may require corrective action if a driveway or parking surface is causing erosion, drainage problems, mud tracking, excessive dust, or nuisance impacts to neighboring Lots or roadways.

F. Compliance: All driveway and approach work must comply with Applicable Law, including any applicable Valley County driveway/approach standards and permitting requirements.

6.11 Exterior Lighting: Exterior lighting must comply with Applicable Law and Valley County Lighting Ordinance, be shielded/downcast, and not shine into neighboring Lots. No bare bulbs or lamps are allowed, and all light fixtures should have appropriate shields or housing, preferably of indirect light sources. Flood lights and other similar bright lights shall be shielded, directed downward, and in compliance with the standards contained in the Valley County Ordinance. Christmas lighting may be placed for a period of not greater than thirty (30) days prior to Christmas and thirty (30) days after.

6.12 Landscaping: The predominant goal of Valley View Landing is to maintain, enhance, and preserve the existing natural feel of the area and the site integrity of the individual lots, while allowing diversity in the building and landscape designs. To reach this goal, extensive landscaping is not required nor encouraged, yet landscaping must be executed and maintained in a way as to present a neat and pleasing appearance to all off-property views and encouraged to be used as a screening tool for placed or stored items, vehicles and equipment. All lawns or other irrigated areas within each Lot shall not exceed a total of one-half acre. Yew plants are prohibited. Owners shall minimize the application of fertilizers, pesticides, herbicides, and fungicides except as otherwise required by Valley County. The Association shall maintain the landscape buffer that abuts Loomis Lane.

Landscaping should have the least possible impact on water resources. Like any valuable natural resource, water should not be used in a wasteful manner. Continuous irrigation in the dry months is to be discouraged, and the choice of planting materials should make it possible, once the plant material is established, for such irrigation to be minimized.

6.13 Permitted Fencing & Materials: The intent and purpose of these fencing standards is to establish a consistent and visually cohesive streetscape throughout the development while allowing practical fencing solutions for side and rear yard use. All such fencing shall be ACC approved, properly maintained and installed in a professional manner.

A. Front / Street-Facing Fencing: Street-facing fencing (including all fencing located within the front yard setback or visible from a public or private street) shall be uniform in design, material, height, and color throughout the development. The approved fence style shall be established by the Declarant and/or Architectural Control Committee (ACC) and shall be the only permitted fence type for street-facing applications. No other fencing types, materials, or colors shall be permitted along street frontages. The Declarant will adopt the standard before first lot sale.

B. Side and Rear Yard Fencing: Fencing located along side and rear property lines, and not prominently visible from a street, may consist of the following. Vinyl of earth tone colors, natural or stained wood, chain link fencing, vinyl-coated chain link fencing (brown or black) or chain link fencing with brown privacy slats.

C. Prohibited Fencing Types: The following fencing types and features are strictly prohibited throughout the development: barbed wire, razor wire, electrified fencing, temporary or construction fencing used as permanent fencing.

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D. Corner Lots / Visibility: Fencing on corner lots shall not obstruct sight distance triangles and may be subject to additional height or setback restrictions as determined by the ACC or local jurisdiction.

E. Approval Requirement: All fencing installations shall require prior written approval from the Architectural Control Committee (ACC), including location, height, material, and color.

6.14 Signs: The intent and purpose of this provision is to allow clean, coordinated residential and business signage and identification within the Community.

A. General Prohibition: Except as expressly permitted herein, no sign, billboard, banner, or advertising display of any kind shall be erected, placed, or maintained upon any Lot or Common Area without prior written approval of the Architectural Control Committee (ACC).

B. Permitted Signs: A business identification sign. Maximum 12 square feet total area. Maximum 4 feet in height if freestanding. Monument-style or building-mounted only. Constructed of durable materials (wood, metal, stone, composite). Externally illuminated only.

C. Construction Sign: Maximum 8 square feet. Permitted only during active construction. Must be removed upon issuance of certificate of occupancy.

D. Real Estate Sign: Maximum 8 square feet. Permitted while property is actively listed. It must be removed within 10 days of closing.

E. Prohibited Signs: Flashing, blinking, rotating, or LED digital message boards. Inflatable or temporary promotional displays. Banner advertising, Roof-mounted signs, Portable sandwich boards, Flags used for commercial advertising, Vehicle-mounted signage parked for advertising purposes are all prohibited. No pole or elevated advertising structures permitted.

6.15 Satellite Dishes: No TV Satellite dishes larger than thirty-six inches (36") in diameter shall be allowed.

6.16 Manufactured Homes & Modular Homes: Manufactured Homes are prohibited. Modular homes on permanent foundations may be permitted if approved by the ACC and compliant with Applicable Law. (a) Constructed to IRC standards, (b) Installed on a permanent foundation system, (c) Not constructed on or supported by a permanent transport chassis and (d) Designed to meet the architectural standards of the development.

6.17 Completion: Construction must commence within twelve (12) months after approval and be completed within eighteen (18) months of commencement, subject to extensions for force majeure as approved by the ACC/Board. Failure to complete may be treated as a Nuisance.

6.18 Modifications to Guidelines: Due to continuing changes in technology and architectural design styles and techniques, the Board shall have the authority to modify the guidelines contained in this Section 6 from time to time.

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ARTICLE 7. UTILITIES; WATER; SEPTIC; FIRE MITIGATION

7.1 Utilities, Electrical: The Declarant shall provide underground electrical power to the Subdivision, which shall be stubbed out to the Lot line. The purchaser and Owner of each Lot agrees to use the electric service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All new electrical power lines, and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Electrical service must be stubbed a minimum of 20' inside the property line. Overhead lines and utility poles shall not be permitted, except during the construction phase.

7.2 Water and Wells: Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Placement and use of the well shall be subject to applicable governmental requirements, including the Central District Health Department. Owners shall keep separation between wells and septic as shown in the subdivision plat. Lot Owners may share wells by way of well sharing agreements.

7.3 Septic: Each lot shall utilize septic systems which shall require septic operation maintenance including pumping as necessary at a minimum of once every 5 years, or compliance with manufacturer specifications for other similar system types. Individual septic systems to be installed and maintained by each Owner, subject to Central District Health requirements and Applicable Law.

7.4 Propane/Oil Tanks: Tanks shall be buried or screened from view from roads and neighboring Lots, as approved by the ACC.

7.5 Solar: Solar panels are permitted subject to ACC approval of placement and screening of related equipment.

7.6 Fire Mitigation: Development will provide underground fire suppression tanks and potential pond with dry hydrant. Lots shall be maintained in accordance with applicable wildland-urban interface and fire code requirements. The Association shall maintain the suppression holding tanks, pond depth and dry hydrant (if applicable) as part of Common Facilities. The Board may adopt additional fire mitigation rules consistent with Applicable Law.

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

ARTICLE 8. PRIVATE ROADS; DRAINAGE; ACCESS

8.1 Private Roads: All Subdivision roads are private. Owners and their families, guests, invitees, employees, and contractors have rights of access over such roads.

8.2 Maintenance Responsibility: The Association shall maintain, repair, and manage the private roads, including snow removal and drainage features within road rights-of-way. Costs shall be paid by Assessments.

8.3 No Obstructions: No gate or obstruction may block a private road or common easement. If a gate is allowed on a private driveway that terminates on a Lot, emergency access must be provided.

8.4 Drainage: No Owner shall alter roadside ditches or drainage features without prior written approval of the Board and any required approvals under Applicable Law.

8.5 Parking on Roads: Parking on Subdivision roads is prohibited except temporary, unusual circumstances (construction, special events) provided it does not interfere with safety or road maintenance, including snow removal.

ARTICLE 9. ASSOCIATION; MEMBERSHIP; GOVERNANCE

9.1 Association: The Association shall be an Idaho nonprofit corporation responsible for operating and enforcing the Association Documents and maintaining the Common Facilities.

9.2 Membership: Each Owner is a Member of the Association. Membership and voting rights are appurtenant to and may not be severed from Lot ownership.

9.3 Board: The affairs of the Association shall be managed by a Board of Directors as set forth in the Bylaws. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws. The Board will consist of not less than three (3) directors and no more than five (5) directors.

9.4 Declarant Control; Transfer of Control: Declarant may control the Association until the earlier of: (a) written notice of transfer by Declarant; or (b) sixty (60) days after all Lots have been conveyed to persons other than Declarant.

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9.5 Rules: The Board may adopt reasonable rules and regulations consistent with this Declaration to implement standards (including screening, road use, fire mitigation, and enforcement schedules).

ARTICLE 10. ASSESSMENTS; LIENS

10.1 Covenant to Pay: Each Owner covenants to pay Regular, Special, and Limited Assessments levied by the Association.

10.2 Initial Assessments. The Initial Assessment shall be in the amount of One Thousand Dollars (\$1,000.00) and must be paid through escrow upon transfer of title from Valley View Landing LLC. to a Lot Owner. The Initial Assessment will be used by the Association to fund a reserve for operation of the Community.

10.3 Regular Assessments: Regular Assessments shall be uniform per Lot unless otherwise provided. Regular Assessments may fund road maintenance, snow removal, insurance, administration, legal/accounting, reserves, and other common expenses.

10.4 Special Assessments: Special Assessments may be levied to meet unbudgeted expenses. After transfer of control, Special Assessments require approval of a majority of Members present (or represented by proxy) at a duly noticed meeting, unless Applicable Law requires a different standard.

10.5 Limited Assessments: The Board may levy Limited Assessments against a Lot to reimburse the Association for costs incurred to bring the Lot or Owner into compliance (e.g., cleanup, screening, weed abatement, fire mitigation).

10.6 Lien; Collection: Unpaid Assessments, fines, interest, costs, and reasonable attorneys' fees constitute a continuing lien on the Lot and a personal obligation of the Owner. The Association may record a lien and foreclose in the manner permitted by Idaho law.

ARTICLE 11. ENFORCEMENT; FINES; REMEDIES

11.1 Notice and Opportunity to Cure: Prior to imposing fines (except in emergencies), the Board shall provide written notice describing the violation and a reasonable time to cure, consistent with Idaho Code §55-3206 and other Applicable Law.

11.2 Fines: After complying with required procedures, the Board may impose fines up to \$1,500 per incident or up to \$100 per day for continuing violations, or such other amounts as may be adopted in a fine schedule consistent with Applicable Law.

11.3 Self-Help; Reimbursement: If an Owner fails to cure a violation after notice, the Association may (where lawful) enter upon the Lot to perform necessary corrective work (e.g., removal of visible junk, weed abatement, screening repairs, fire mitigation) and assess the cost as a Limited Assessment.

11.4 Injunctive Relief; Attorneys' Fees: The Association, Declarant, or any Owner may seek injunctive relief to enforce this Declaration. The prevailing party in an enforcement action shall be entitled to recover reasonable attorneys' fees and costs to the extent permitted by law.

11.5 No Waiver; Non-Uniform Enforcement: Failure to enforce any provision on one occasion does not waive the right to enforce later. The Board is not required to impose identical remedies for different violations, provided actions are taken in good faith, are reasonable, and are non-discriminatory.

11.6 Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

ARTICLE 12. DECLARANT RIGHTS; AMENDMENT; TERM

12.1 Declarant Development Rights: Declarant retains the right to complete development, grading, and construction on its unsold Lots and to use reasonable signage and sales materials during development.

12.2 Easements and Utilities: Declarant may grant or reserve utility and maintenance easements as depicted on the Plat or as reasonably necessary for development, subject to Applicable Law.

12.3 Term: This Declaration shall be effective for twenty (20) years from the date of recording and shall automatically renew for successive ten (10) year periods unless amended or terminated as provided herein.

12.4 Amendment by Declarant (Pre-Sale). Until the first Lot is conveyed by Declarant to a third party, Declarant may amend or terminate this Declaration by recorded instrument.

12.5 Amendment by Member: After the first conveyance, amendments require approval by at least sixty-seven percent (67%) of Members present or represented by proxy at a duly noticed meeting at which a quorum is present, unless a higher standard is stated herein or required by Applicable Law. Termination requires approval of at least ninety percent (90%) of the Members.

12.6 Declarant Consent During Development: So long as Declarant owns any Lot in the Subdivision, any amendment that materially affects Declarant rights, easements, or development authority requires Declarant's written consent.

12.7 Limitation of Liability: The Association, Board of Directors, the ACC, Declarant and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

12.8 Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

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

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

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

12.12 Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and conditions established upon any other property, as one plan.

12.13 Conflicts in Documents: In case of any conflict between this document and the Articles of Incorporation, or the Bylaws of the Association, this Declaration shall control.

DRAFT

SIGNATURES

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the date first written above.

VALLEY VIEW LANDING LLC, an Idaho limited liability company

By: _____

Name/Title: _____

STATE OF IDAHO)

) ss.

County of _____)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person who executed the foregoing instrument on behalf of VALLEY VIEW LANDING LLC, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned.

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

APPENDIX H
NEIGHBORHOOD MEETING



April 14, 2026

Subject: Valley View Landing – Neighborhood Meeting

Dear Neighbor,

You are invited to attend a neighborhood meeting to discuss plans to develop a Flex-Use development in Valley County, Idaho south of the City of Donnelly, at the northwest corner of Loomis Road and Hwy 55 (please see attached map for project location).

The meeting will be held on **Thursday, April 24th 2026, between 5:00 - 6:00 P.M.** at the property entrance from Loomis Road, Donnelly, ID 83615.

If you are unable to attend the meeting, have any questions about the meeting, or questions about the proposed project, please do not hesitate to contact Travis Lukoic at (208) 941-6620 or by email at TravisLukoic@gmail.com

Sincerely,

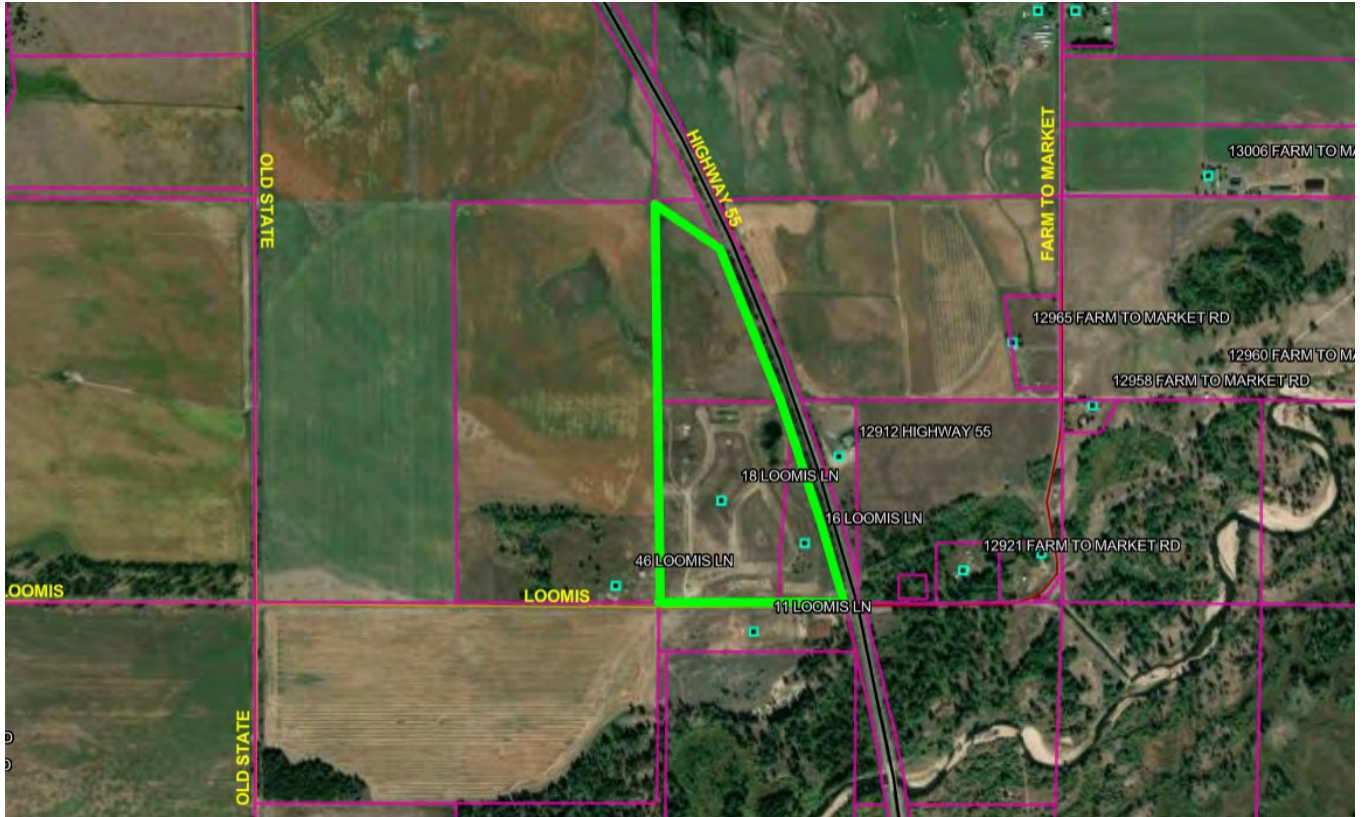
Crestline Engineers, Inc.

A handwritten signature in blue ink that reads "Gregg Tankersley".

Gregg Tankersley, P.E.
Principal Engineer

Enclosures:

1. Project Location Map



Valley View Landing

NEIGHBORHOOD MEETING SUMMARY

BY: Rob Pair

PROJECT: Valley View Landing, C.U.P. & Preliminary Plat Application

DATE/TIME: Friday, April 24, 2026, 5:00 P.M.

LOCATION: On-site (Intersection of Loomis Lane and Project Entrance), Donnelly, ID 83615

Attendance List (attached)

An introduction to the project and was provided by Rob Pair, Crestline Engineers, Inc. and Travis Lukoic, Applicant, Valley View Landing.

I. Neighborhood Discussion

During the meeting, the following list of general topics were discussed. The bulleted list below is not intended to be all inclusive and some items or topics of discussion may have been missed. A few of the main topics discussed are listed below and overall there.

- General discussion about the type of use expected to occur within the development.
- General discussion of property and surrounding area history.
- General discussion about irrigation water, water rights, and existing irrigation infrastructure located on or adjacent to the project site.