

Valley County Planning and Zoning

PO Box 1350 • 700 North Main Street
Cascade, ID 83611-1350



Phone: 208-382-7115
Email: cherrick@valleycountyid.gov

STAFF REPORT: SUB 25-019 Rocky Mountain Storage - Preliminary Plat
MEETING DATE: February 12, 2026
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
Planning and Zoning Director
**APPLICANT /
PROPERTY OWNER:** Pearson Storage Partners LLC
PO Box 4110, McCall, ID 83638
ENGINEER: Rob Pair, Crestline Engineers
PO Box 2330, McCall, ID 83638
SURVEYOR: Dan Dunn
25 Coyote Trail, Cascade, ID 83611
LOCATION: 14014 Highway 55
Parcel RP18N03E331807 in the NE ¼ Section 33, T.18N, R.3E, Boise
Meridian, Valley County, Idaho
SIZE: 18.47 acres
REQUEST: Storage Unit Condominium Subdivision Plat - Commercial Use
EXISTING LAND USE: Storage Unit Building Approved for Private Use

Pearson Storage Partners LLC is requesting a conditional use permit for a subdivision on 18.47 acres. Block 1 would include 105 condominium storage units and two offices/bathroom units.

Wetland areas are delineated on the plat and would be marked as "no build" areas. An undulating landscape berm is proposed along Highway 55.

A wildland urban interface fire protection plan has been submitted. It is anticipated that a pond would be used for fire protection.

Access would be from a new shared driveway onto State Highway 55; this access would align with the access driveway on the west side of the highway. The existing access point would be abandoned.

The applicant changed the name of the development from HWY 55 Storage to Rocky Mountain Storage.

Please refer to the previous staff reports and meeting minutes for additional information.

Additional information requested by Commissioners include:

- Results of the traffic impact study and
- A response from Lake Irrigation District.

FINDINGS:

1. A properly notice public hearing was held September 11, 2025. The PZ Commission tabled SUB 25-019 to November 13, 2025, at 6:00 p.m.
2. A properly notice public hearing was held November 13, 2025. The PZ Commission tabled SUB 25-019 to February 12, 2026, at 6:00 p.m. The public hearing was closed but can be reopened since new information has been submitted by the applicant and agencies.
3. Legal notice was posted in the *Star News* on January 22, 2026, and January 29, 2026. Since the matter was table to a specific date and time, additional public hearing notice was not required.
4. Rob Pair, representing the applicant, submitted additional information on January 15, 2026:
 - An encroachment permit was submitted in November to ITD. The traffic impact study was submitted to ITD. Response from ITD is attached.
 - He attended the December Lake Irrigation District meeting. The District has submitted a letter.
5. All Agency comments received:

Shirley Florence, Lake Irrigation District (LID), listed requirements for the LID water assigned to the proposed subdivision. (September 3, 2025) The applicants and their engineers are working with the District's Board regarding the District's easement through the site. (November 6, 2025) Agreements have been made: 1) A 20-ft easement on the delivery ditch in the southeast corner and 2) Idaho Code 42-1102 will be reference on the plat. (January 13, 2025)

Annette Derrick, Valley County Building Official, stated, the existing structure was permitted as a residential detached garage. It was finaled without mezzanines in the structure. If this structure is being used as a commercial structure, a new building permit will be required. (January 29, 2026)

(Prior Agency Requirements)

Kendra Conder, Idaho Transportation Department, stated ITD's request for turn lane warrants has not been met. (October 15, 2025) ITD will need to review turn lane warrants that include traffic that will be generated from all parcels using the shared access. The applicant will need to apply for an ITD encroachment permit and must meet ITD specifications for a commercial two-way approach. Installation of any landscaping within the ITD right-of-way will need a permit. (August 29, 2025)

Emily Hart, McCall Airport Manager, stated the site is 1.8 miles from Runway 34, in Horizontal Surface. The applicant should prescreen for FAA Form 7460-1. (August 21, 2025)

Ryan Garber, McCall Fire & EMS, listed requirements for fire flow, hydrants, driveways, security gates, and fire extinguishers. Roads and water supply for fire protection shall be installed, inspected, and operable prior to final plat or building construction within each phase. (September 2, 2025)

Annette Derrick, Valley County Building Official, stated a building permit will be required to convert the existing storage units to commercial use. (Exhibit 1 - September 11, 2025)

Brent Copes, Central District Health, stated a subdivision application, fees, test holes, ground water monitoring and engineering report are required. (Exhibit 2 – September 11, 2025)

6. All Public comment received:

John Humphries, 108 Magnetic Rock RD, is opposed. The proposed size and scale is not compatible with adjacent single-family residential subdivision to the south or the agricultural land use to the east. Without any turn lanes, acceleration or deceleration lanes, this project would exasperate the existing dangerous section of Highway 55. The existing building was for personal use only; however, power meters have been added for each unit. There is a lack of landscaping for the numerous commercial buildings along Highway 55. The proposed storage units are not in the best interest of the community. Zoning laws should be considered. (February 1, 2026)

Kathy Deinhardt Hill, 14068 Pioneer Road, is opposed. A turn lane, reduced speed limit, and a no passing zone is needed in this area. The first 12 units, supposedly for personal use, are already completed; however, each unit has a power meter. What businesses will be allowed in the offices/bathroom buildings. Allowing people to run businesses from the storage units would have a negative impact; does the County have resources to make sure that kind of activity does not happen at this site? Enforcement of landscaping requirements is needed. The proposed use is incompatible with the areas to the south and east sides. The only reason it is compatible with the north and west sides is because industrial, commercial, and storage units have been allowed. (February 1, 2026)

Katharina and Geoffrey Roth are opposed to any more storage units along the scenic highway. If approved, require a 90% visual barrier using vegetation and a low berm. (February 2, 2026)

Drew Dodson, a reporter for BoiseDev.com and ValleyLookout.com, submitted information regarding lease agreements for business entities owned by Dusty Bitton for the existing storage building. He also requested information on enforcement or violations of Valley County Code. (February 4, 2026)

(Prior Public Comments)

April Whitney commented and sent pictures on the dirt work occurring on the site after the public hearing on September 11, 2025. (September 18, 2025)

- Dusty Bitton replied, stating the digging was occurring for underground electrical lines and propane tanks. (September 22, 2025)

Kathy Deinhardt Hill, 14068 Pioneer Road, is opposed. The constructed storage units should remain for personal use. Highway 55 has been made more dangerous by the unlimited commercial development. A full-turn lane from Lake Fork to McCall and a reduced speed limit are needed before approval of additional commercial development. Commissioner Potter should recuse herself from review of this application. (November 3, 2025)

STAFF COMMENTS / QUESTIONS:

1. Are you allowing commercial uses to be conducted from the current structure? Before this garage is used commercially, a building permit is required.
2. Does each unit currently have a separate utility meter and separate gas connections?

3. Are there firewalls in the structure approved for commercial uses?
4. At the last meeting you said your construction equipment was on-site to put in mezzanines...are the mezzanines permitted?
5. There was discussion concerning the design of the buildings; has anything changed from the original application?

Question to P&Z Commission:

1. Does this use meet the minimum standards in Title 9, Chapter 5, of the Valley County Code, etc.? If not, which ones does it not comply with?
2. Would impacts be properly mitigated? If not, which impacts would not be mitigated?
3. What could the applicant do to gain approval?

Standards of Approval:

1. Will the application result in an increase in value of private property? VCC 9-5-2(B)(3).
2. Will the approval of the application result in an undue adverse impact on the environment? VCC 9-5-2(B)(3).
3. Will the approval of the application result in an undue adverse impact on adjoining properties? VCC 9-5-2(B)(3).
4. Will the approval of the application result in an undue adverse impact on governmental services? VCC 9-5-2(B)(3).
5. Is the application consistent with the Valley County Comprehensive Plan? VCC 9-5-2(B)(3).
6. Conditional uses may be approved only after a C.U.P. has been evaluated to determine that the impacts can be mitigated through conformance with conditions of approval. VCC 9-5-2(A).

These six standards should be a significant focus of attention during the public hearing and deliberations because they need to be resolved in order to justify approval. VCC 9-5-1(C) directs the decision-making body to encourage conditional uses where noncompatible aspects of the application can be satisfactorily mitigated through development agreements for the costs to service providers and impacts to surrounding land uses. Because mitigation measures are a requirement of approval the applicant needs to understand that he/she will be required to perform some off-site improvements. They are not mandatory but without them the application cannot satisfy the mitigation of impacts requirement and would be denied under the ordinance.

ATTACHMENTS:

- Proposed Conditions of Approval - Revised
- Draft Relevant PZ Commission Minutes – September 11, 2025, and November 13, 2025
- Additional responses received after November 13, 2025
- Additional Submittals from Applicant
 - Email received January 15, 2026, and attachment

Proposed Conditions of Approval - Revised

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
4. The final plat shall be recorded within two years, or this permit will be null and void.
5. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any more dirt work being done on-site.
6. Wetland delineation shall be shown on the final plat and marked as a "No Build Area".
7. A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat.
8. A letter of approval is required from McCall Fire District prior to recording the final plat.
9. Must have approval from Central District Health prior to issuance of a building permit.
10. Must have approval from Idaho Transportation Department for Joint Access approach prior to approval of the final plat.
11. Must have a letter of approval from Lake Irrigation District.
12. All easements must be shown on the final plat.
13. CCR's should address septic maintenance, dark sky compliant lighting, wildfire prevention, noxious weeds, wetlands, and landscape maintenance.
14. All lighting must comply with the Valley County Lighting Ordinance. All lights shall be fully shielded so that there is not upward or horizontal projection of lights. This includes any pathway lighting. Motion lights are recommended.
15. Landscaping, as shown on the submitted landscaping plan, shall be installed prior to **October 1, 2027**. If landscaping dies, it must be replaced.
16. Shall place addressing numbers on each building.
17. All easements shall be shown on the final plat.
18. Shall obtain a sign permit prior to installation of any signs. Construction trailers cannot be used as signage.
19. No outside storage is allowed.
20. Any additional uses on Block 1 or Block 2 will require approval of a new conditional use permit.

21. Must have Idaho Transportation Department approval of the change in access and use.
22. The following notes shall be placed in the notes on the face of the final plat:
- "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
 - "All lighting must comply with the Valley County Lighting Ordinance."
 - "Surrounding land uses are subject to change."
 - There shall be no division of any unit depicted on this plat except as permitted in the declaration AND with approval of the Health Authority and Planning and Zoning Commission.
 - Idaho Code 42-1102 shall be referenced.
23. A building permit will be required to convert the storage units to commercial use. The units cannot be rented until permit issued and in compliance with fire code and commercial codes.
24. First well installed will be a monitoring well for data collection by Idaho Department of Environmental Quality or their assigned.

END OF STAFF REPORT

Valley County Planning and Zoning Commission

PO Box 1350 • 700 South Main Street
Cascade, ID 83611-1350



Phone: 208-382-7115
Email: cherrick@valleycountyid.gov

Ken Roberts, Chairman
Carrie Potter, Vice-Chair

Brad Mabe, Commissioner
Ben Oyarzo, Commissioner
Heidi Schneider, Commissioner

MINUTES

Valley County Planning and Zoning Commission
November 13, 2025
Valley County Court House - Cascade, Idaho
PUBLIC HEARING - 6:00 p.m.

A. **OPEN:** Meeting called to order at 6:00 p.m. by Chairman Roberts. A quorum exists.

PZ Director – Cynda Herrick:	Present
PZ Commissioner – Brad Mabe	Present
PZ Commissioner – Ben Oyarzo:	Present
PZ Commissioner – Carrie Potter:	Present
PZ Commissioner – Ken Roberts:	Present
PZ Commissioner – Heidi Schneider:	Excused
PZ Planner II – Lori Hunter:	Present

B. **MINUTES:** Commissioner Potter moved to approve the minutes of October 16, 2025, and October 23, 2025. Commissioner Mabe seconded the motion. Motion passed unanimously.

C. OLD BUSINESS:

1. **SUB 25-019 HWY 55 Storage – Preliminary Plat:** Pearson Storage Partners LLC is requesting a conditional use permit for a subdivision on 28.5 acres. Block 1 would include 108 condominium storage units and two offices/bathroom units. Individual septic systems and individual wells are proposed. The use for Block 2 is undefined. Access would be from a joint driveway onto State Highway 55. The site, addressed at 14014 Highway 55, includes parcel RP18N03E331807 and Vandal Flats Subdivision Lot 2 Block 1, located in the NE ¼ Section 33, T.18N, R.3E, Boise Meridian, Valley County, Idaho. *Tabled from September 11, 2025.* Action Item.

Commissioner Mabe moved to move SUB 25-019 HWY 55 Storage from the table. Commissioner Oyarzo seconded. Motion passed unanimously. Commissioner Potter did not vote.

Chairman Roberts introduced the item and asked if there was any exparte contact or conflict of interest. Commissioner Potter recused herself.

Director Herrick presented the staff report, displayed the site, GIS map, and plat on the projector screen, and summarized the following exhibits submitted by the applicant:

- **Exhibit 1** – Revised Preliminary Plat (7 sheets), received November 10, 2025. Vandal Flats Subdivision Lot 2 Block 1 has been removed from the preliminary plat.
- **Exhibit 2** – Revised Landscape Concept, received November 10, 2025

- **Exhibit 3** – Federal Aviation Administration (FAA) pre-screening results received November 10, 2025. Applicant is not required to file with FAA.
- **Exhibit 4** – Renderings of proposed buildings and landscaping received November 10, 2025.
- **Exhibit 5** – Landscape compilation video received November 10, 2025

Director Herrick stated that she has been informed that a construction business has moved to site and two shipping containers that need placement permits are at the site. The applicant should clarify.

Commissioner Mabe inquired if similar requests from Idaho Transportation Department (ITD) are usually met at this time of the application process. Director Herrick responded that condition of approval typically states that ITD approval is required prior to construction. The applicant needs to be working towards this approval.

Chairman Roberts asked for the applicant's presentation.

Rob Pair, Crestline Engineering, McCall, represented the applicant. Additional information requested by Commissioners has been provided. The name was changed to Rocky Mountain Storage due to a conflict with an existing business name. They have been working with staff, ITD, a traffic engineer, and Lake Irrigation District. Following the September PZ Commission meeting, applicant's representatives met with ITD. Their initial feedback indicated that a traffic study would need completed prior to submitting an application to ITD. The team then consulted with a private traffic engineer who will prepare a traffic study to be submitted to ITD. The company has prepared a scoping study and a trip generation analysis which has been submitted to ITD. Traffic counts to provide baseline traffic volumes are ongoing. Trip generation at full buildout for Rocky Mountain storage is anticipated to be equivalent to approximately 12 single family residences. Other adjacent developments such as McCall Landing and Paradigm Storage, which include 19 single-family homes and 121 storage condominiums, have been approved for access by Valley County and ITD. The 105 storage condominiums in Rocky Mountain Storage will generate less trips. Once this analysis is complete and the final report is furnished, we should expect an answer from ITD in or around January 2026. Staff has proposed Conditions of Approval 10 and 21 which establish the requirements for access and use through ITD. The applicant will adhere to ITD requirements.

More detailed renderings of proposed landscaping have been submitted. The video compilation was played on the large screen (**Exhibit 5**). The renderings reflect the updated landscape plan and include the proposed pond, berms, trees, rock, shrubbery, and snow fencing. Questions regarding the existing irrigation ditch were raised at the September PZ Commission meeting. Since then, Mr. Pair attended the Lake Irrigation District board meeting. There was discussion of the need for an easement to be placed over the ditch for access and maintenance. Lake Irrigation District did not make a decision at the board meeting and wished to look further into the matter. Mr. Pair expects the next Lake Irrigation District meeting to occur on the second Tuesday in December. If an easement is required, one will be included on the final plat. Another option would be to reference language specific to Idaho code on the plat. The applicant has no issues with allowing monitoring of the first well installed at the site.

Mr. Pair responded to questions from Commissioners. Commissioner Mabe appreciated the additional information. However, the very long plain brown metal building will be visible even with berms. Can the applicant design the building to be more interesting, particularly as Highway 55 is designated a Scenic Byway? Mr. Pair stated he would defer questions regarding the design to the applicant; berms and landscaping are intended to improve the site.

Dusty Bitton, 14076 Morell Road, recently sold two storage units he owned on Deinhardt Lane; the two shipping containers at the site are currently being used to store these items. Some stuff is being moved into the existing storage unit building now. He will be building some mezzanines in the back for future owners. Scaffolding, saws, and other things are being unloaded from the shipping containers for this construction. Then the shipping containers will be moved to the Rocky Mountain Crane yard.

The new storage units would be two-toned like the existing building, black on the bottom, brown on top, black fascia, and a black roof. A couple of storage units have already been lost by breaking up the front solid building into two buildings. The opening will be used to assist in snow removal. The front buildings also provided screening of the interior of the project from Highway 55. The lower, 18-ft high eave side of the building will be along Highway 55.

Mr. Bitton clarified that a well would not be dug specifically for monitoring by Idaho Department of Environmental Quality (DEQ). However, when the first well is dug, he will let DEQ install monitoring equipment in the well.

There was further discussion between Mr. Bitton and the Commissioners regarding the ditch, easement, and building design. The ditch is 100% within the wetland area, winds in and out along the property line. Buildings would not interfere with the ditch. The ditch is currently not maintained; it enters the property on the northeast corner. Chairman Roberts stated that any water conveyance must have access for maintenance. Mr. Bitton stated he had no issues with giving an easement; he is not planning on moving or piping or doing anything that would obstruct the waterway. Commission Mabe asked if he was willing to modify the building design. Mr. Bitton replied he should not be asked to do more than anyone else has had to do. It is a nice-looking building. There are already multiple steel buildings along Highway 55. Paradigm Storage across Highway 55 is already selling storage units and has installed no landscaping yet. Mr. Bitton would add mature trees to the site as part of the landscaping. Commissioner Mabe stated that Idaho Waterworks has a visually pleasing metal building; Mr. Bitton countered that there is no screening to the five 200-ft by 300-ft metal buildings from Highway 55 at that site. Chairman Roberts cautioned that the application is being considered on its own merits and not compared to previously approved applications.

Chairman Roberts opened the public hearing and asked for proponents. There were none. Chairman Roberts asked for undecided. There were none. Chairman Roberts asked for opponents. There were none.

Chairman Roberts closed the public hearing. The Commission deliberated. Commissioners would like to see the results of the traffic impact study and also hear further from Lake Irrigation District.

Commissioner Mabe moved to table the conditional use permit and preliminary plat for SUB 25-019 to February 12, 2025, at 6:00 p.m. Commissioner Oyarzo seconded the motion. Motion carried unanimously.

There is a 10-day appeal period to the Board of County Commissioners in accordance with Valley County Code 9-5H-12.

6:34 p.m.

Valley County Planning and Zoning Commission

PO Box 1350 • 219 North Main Street
Cascade, ID 83611-1350



Phone: 208-382-7115
Email: cherrick@valleycountyid.gov

Ken Roberts, Chairman
Carrie Potter, Vice-Chair

Brad Mabe, Commissioner
Ben Oyarzo, Commissioner
Heidi Schneider, Commissioner

MINUTES

Valley County Planning and Zoning Commission
September 11, 2025
Valley County Court House - Cascade, Idaho
PUBLIC HEARING - 6:00 p.m.

A. OPEN: Meeting called to order at 6:00 p.m. by Chairman Roberts. A quorum exists.

PZ Director – Cynda Herrick:	Present
PZ Commissioner – Brad Mabe	Present
PZ Commissioner – Ben Oyarzo:	Present
PZ Commissioner – Carrie Potter:	Present
PZ Commissioner – Ken Roberts:	Present
PZ Commissioner – Heidi Schneider:	Present
PZ Planner II – Lori Hunter:	Present

B. MINUTES: Commissioner Schneider moved to approve the minutes of August 14, 2025, and August 28, 2025. Commissioner Potter seconded the motion. Motion passed unanimously.

C. OLD BUSINESS:

1. C.U.P. 25-016 Harvey Property Management and Equipment Storage: Karen and Aaron Harvey are requesting a conditional use permit for the operation and equipment storage of a property management business using an existing shop. An individual well and individual septic system would be used. Access is from an easement across 13978 Rustic Road to Rustic Road, a public road. The 1-acre parcel, addressed at 13978 B Rustic Road, is the east half of Lot 3 of Eld's Country Subdivision in the NWSE Section 33, T.18N, R.3E, Boise Meridian, Valley County, Idaho. *Tabled from August 14, 2025.* Action Item

Commissioner Mabe moved to move C.U.P. 25-016 Harvey Property Management and Equipment Storage from the table. Commissioner Potter seconded. Motion passed unanimously

Chairman Roberts introduced the item and asked if there was additional information. Director Herrick applied in the affirmative, presented the staff report with additional information, and displayed the site plan and GIS map on the projector screen.

Ion Electric is not interested in sharing access to Highway 55. The nearby Crawford Landscaping business has a condition of approval to work with the Valley County Road Department to mitigate dust and to travel northward on Rustic Road to access Highway 55. Proposed Conditional # 19 would require using a shorter trip on an unpaved road to Highway 55 rather than by traveling to the south on Rustic Road; thereby, limiting business traffic past homes.

9:00 p.m.

7. **SUB 25-019 HWY 55 Storage – Preliminary Plat:** Pearson Storage Partners LLC is requesting a conditional use permit for a subdivision on 28.5 acres. Block 1 would include 108 condominium storage units and two offices/bathroom units. Individual septic systems and individual wells are proposed. The use for Block 2 is undefined. Access would be from a joint driveway onto State Highway 55. The site, addressed at 14014 Highway 55, includes parcel RP18N03E331807 and Vandal Flats Subdivision Lot 2 Block 1, located in the NE ¼ Section 33, T.18N, R.3E, Boise Meridian, Valley County, Idaho. Action Item.

Chairman Roberts introduced the item and asked if there was any exparte contact or conflict of interest. Commissioner Potter recused herself and left the meeting room.

Director Herrick presented the staff report, displayed the site and GIS map on the projector screen, and summarized the following exhibits:

- **Exhibit 1** – Annette Derrick, Valley County Building Official, stated a building permit will be required to convert the existing storage units to commercial use. (Sept. 11, 2025)
- **Exhibit 2** – Brent Copes, Central District Health, stated a subdivision application, fees, test holes, ground water monitoring and engineering report are required. (September 4, 2025)
- **Exhibit 3** – Crestline Engineers replied to Staff Questions listed in the Staff Report. (September 11, 2025)

The applicant has stated that the proposed Block 2, platted as Vandal Subdivision Lot 2, will be removed from the proposal. This would not affect the number of storage units or proposed land use.

Commissioner Schneider asked for clarification of the existing storage building and use. Director Herrick stated that she originally determined that a conditional use permit would be required for the storage unit building. This decision was appealed to the PZ Commission. The applicant stated the storage units would be used only for personal use of his family and business partners' families, not commercial use. The PZ Commission approved the use. The decision was then appealed to the Board of County Commissioners who also approved the use. The applicant has since had changes in this business operations and wishes to convert the site to commercial use. A building permit would be required to convert the existing building from personal use to a commercial use. The various phases were reviewed by Staff and Commissioners.

Chairman Roberts asked for the applicant's presentation.

Rob Pair, Crestline Engineers, McCall, represented the applicant and clarified the change in the proposal. The proposed plat only includes the rural parcel, not the adjacent portion of Vandal Flats Subdivision. The proposal is still below the maximum lot coverage requirement. The wetland boundary has been delineated and approved by U.S. Army Corps of Engineers. Landscaping berms would be adjacent to highway. The wetland area already has mature vegetation. A pond is proposed for fire protection. The majority of landscaping would be along Highway 55. The applicant does not want a wall of trees along the highway and has proposed a mixture of trees, shrubs, and rocks.

The current building is Phase 1. Landscaping would be established during Phase 2. The current access from Highway 55 will be used until Phase 2; the new landscaping would cover the current driveway access. A property owner association will be established to maintain landscaping. The proposal will be revised to meet the 100-ft setback from highwater line.

The irrigation easement mentioned for vacation in the application is only on portion that has been removed from proposal (Vandal Flats Lot 2); thus, this project will no longer include vacation of irrigation easement.

Mr. Pair gave more details and responded to questions from the Commissioners.

The Lake Irrigation District allocates water rights to users within the District. Mr. Pair has reached out to Shirley Florence and will obtain a letter from the District prior to final plat. Irrigation water flows through a pond located on the property to the northeast, then into an existing pond on the east portion of this property. The existing 140-ft easement is on Lot 2 of Vandal Flat Subdivision, not part of this property. The application originally included vacating this easement; this is no longer part of the proposal.

A subdivision name change request will be submitted to Staff. An approach permit will be obtained from Idaho Transportation Department. Water rights for the new pond will be obtained from Idaho Department of Water Resources. Based on a discussion with Ryan of McCall Fire, two dry hydrants will be added for fire protection. Water would still be available for fire protection during winter. The fire volume available calculation does not include top 6-ft, which allows for ice buildup and the vortex from the pump. The pond would be constructed to be about 13-ft deep and would hold more than 30,000 gallons of water. The application shows a pond for fire protection plus a 4-ft deep retention pond for stormwater. Overflow would go the pond and then to the existing natural drainage.

Only one person attended the neighborhood meeting; this person was pleased that a residential subdivision was not proposed.

Director Herrick stated the applicant intends to break up the visual design of the structures along the highway instead of building one long storage building along Highway 55.

A traffic study has not been completed yet; it was not a requirement of the application submittal. The change in access location was reviewed. The new access would be across the highway from Sunbridge Drive. It would be a shared access that was included in the approval of Vandal Flat subdivision to consolidate access points.

Phase 1 is underway. The building has been erected, foundation was poured, and the shell has been constructed for the private use. Electrical power has not been energized. No more dirt work, other what is associated with the existing building, can be done until a stormwater plan is approved.

All work done regarding draining and trenches to mitigate ground water in 2022 was permitted and excess material was removed.

Chairman Roberts opened the public hearing and asked for proponents. There were none.

Chairman Roberts asked for undecided. There were none.

Chairman Roberts asked for opponents. There were none.

Chairman Roberts asked for rebuttal from the applicant.

The applicant, Dusty Bitton, McCall, responded to questions. They are planning to get approval from Lake Fork Irrigation for a dry well. Landscaping would be irrigated with existing water rights. Phase 1 was constructed to commercial standards with fire walls. The irrigation easement is for an old irrigation pipe that runs behind the Nez Perce office building through Vandal Flats Lot 2 and ends prior to Mr. Bitton's property. The owner of Vandal Flats Lot 2 is

trying to get the easement abandoned. The Vandal Flat portion of the application submittal has been removed. He was going to do a lot line adjustment but could not get a deal done at this time. The stormwater management plan needs approval. Extra soil from the previous dewatering project has been removed.

Mr. Bitton responded to questions from Chairman Roberts. The current application is for storage unit condominiums. The existing building would be used for various personal recreational vehicles if the subdivision application is not approved. Business changes have occurred; he is going in a different direction than previously planned.

Commissioner Mabe asked for more details regarding the landscaping plan, particularly the view of the site from northbound drivers. The proposed berms are between the buildings and Highway 55. Mr. Pair stated the proposed pond may shrink or could move slightly to the east; if so, the landscaping berm could continue further south. That area is heavily treed.

Mr. Mabe asked if the proposed buildings have been designed. Director Herrick stated that building design can be used to mitigate visual impacts on the designated scenic byway. Mr. Pair referred to other storage building sites in the McCall area; accents can be added so the result is not just a solid wall of metal. Mr. Bitton stated having two buildings along the highway instead of one breaks up the visual barrier. They are considering staggered, screening walls, less than 6-ft high. The buildings would have overhanging eaves, unlike the storage units being constructed across the highway. He does not want to add exterior wooden beams due to maintenance concerns.

Chairman Roberts closed the public hearing. The Commission deliberated.

Chairman Roberts stated the original application no longer matches the current proposal. The parameters keep changing. The plan is not complete. A traffic study should be done as this would result in lots of units on Highway 55. The landscaping plan is lacking. He would like the applicant to verify water rights going downstream from this property. This may not involve Lake Irrigation District; however, existing water rights may exist to downstream users. Applicant needs to give more details as there are too many loose ends.

Commissioner Mabe has concerns about more storage units along Highway 55 during this sensitive time. The proposed landscaping plan may not do a good job of screening from Highway 55. He would like a rendering of proposed landscaping.

Commissioner Schneider is not as concerned about the landscaping; she is not sure of the landscaping requirements for the Paradigm storage units across Highway 55. She is concerned about seeing what ITD will require. ITD approval is a proposed condition of approval.

Commissioner Oyarzo stated a traffic study takes precedence over landscaping.

Chairman Roberts stated he had a difficult time completing the compatibility rating. The applicant is not clear and not detailed. There are not enough details regarding mitigation to answer compatibility rating questions 4 through 9. There are companies that prepare traffic studies and put a number to the infrastructure impact.

Director Herrick understands that the Commissioners are requesting additional information and wanted to clarify this for the applicant. Desired items include a traffic study to ensure safety, the applicant shall work with ITD, landscape and building renderings, a monitoring well, and determine if an easement is needed to deliver water through the site.

Commissioner Mabe moved to table SUB 25-019 HWY 55 Storage to November 13, 2025, at 6 to allow the applicant to submit the desired information. Commissioner Oyarzo seconded the motion. Commissioner Mabe, Commissioner Oyarzo, and Chairman Roberts voted in favor of the motion; Commissioner Schneider voted in opposition. The motion passed.

Commissioner Potter returned to the Commission.

E. FACTS AND CONCLUSIONS - Action Items:

- C.U.P. 25-015 Vore Solar Panels
- SUB 25-015 Devil's View Subdivision
- SUB 25-016 South Ranch

Commissioner Schneider moved to approve the Facts and Conclusions as presented and authorize the chairman to sign. Commissioner Potter seconded the motion. Motion carried unanimously.

Upcoming Meetings

October 16, 2025, 6:00 p.m. – Public Hearings. Commissioner Mabe will not be able to attend.

October 23, 2025, 4:00 p.m. – Anticipated public hearing for revisions to the Comprehensive Plan and Valley County Code.

Chairman Roberts adjourned the meeting at 10:05 p.m.

LAKE IRRIGATION DISTRICT

District Manager:

John Leedom [REDACTED]

Secretary:

Shirley Florence [REDACTED]

PO Box 3126
McCall, ID 83638

Board Members:

Art Troutner [REDACTED]

Justin Florence [REDACTED]

Will Maki [REDACTED]

January 13, 2025

Valley County Planning and Zoning Commission
PO Box 1350
Cascade, ID 83611

Re: SUB 25-019 HWY 55 Storage Preliminary Plat

Commissioners,

Applicant SUB 25-019, HWY 55 Storage, have been working with the Lake Irrigation District (LID) board and have agreed on the following:

- A 20 ft easement on the delivery ditch running through the property in the southeast corner that delivers Lake Irrigation District water to said property and others on down stream.
- Idaho Code 42-1102 will be referenced on the developers plat.

For questions, feel free to contact John Leedom [REDACTED] or Shirley Florence [REDACTED]

Sincerely,

Shirley Florence
Secretary

From: Annette Derrick <aderrick@valleycountyid.gov>
Sent: Thursday, January 29, 2026 10:01 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: 14014 state highway 55

Re: BP # 25-60
Pearson Storage Partners
14014 State Highway 55
Valley County, ID

This property was permitted as a residential detached garage, it was permitted and finalized without mezzanine in structure,
If this structure is being used as a commercial structure a new building permit will be required.

Please reach out with any questions

Thanks ,

Annette Derrick
Valley County Building Official
Building Department
Office: (208) 382-7114
700 South Main St | PO Box 1350
Cascade, ID 83611

SERVICE
TRANSPARENCY
ACCOUNTABILITY
RESPONSIVE

From: [REDACTED]

Sent: Sunday, February 1, 2026 1:55 PM

To: Cynda Herrick <cherrick@valleycountyid.gov>

Subject: SUB 25-019 Rocky Mountain Storage

To Valley County Planning and Zoning Commission:

I am writing to strongly oppose SUB-019 , Rocky Mountain Storage as proposed. The size and scale of this proposal, with 108 condominium storage units with two offices/bathroom units is not compatible with the adjacent Single Family residential subdivision to the south or the Agricultural land use to the east. In looking at the Block 1 Preliminary Plat, this looks more like an military housing compound. I'm sure the residents of the Knob Hill subdivision to the south will really enjoy this view.

I am concerned about the impact this will have on an already dangerous Highway 55 from Lake Fork to McCall. Without any turning lanes, acceleration or deceleration lanes, this huge project will only exasperate an already huge problem. I am interested in what IDT thinks of this project and what mitigation solutions they might require, if any.

It is my understanding that the first 12 Units, which have already been built, were for personal use only. I now see that there are 12 utility power meters attached to the building when only one would be necessary if it were for personal use only. What is the explanation for that?

When I drive this section of Highway 55, a so called scenic by-way, I'm appalled at the lack of landscaping that exists to shield the numerous commercial buildings from the highway. If the county is requiring a landscaping plan as part of a commercial CUP then enforce it! The track record so far doesn't look too good and I'm sure this CUP will be no different.

In conclusion, I do not think 108 Condominium Storage Units at this location is in the best interest of the community. With out traditional zoning, we are witnessing what I call "incremental creep". Once you approve one type of use then it sets the precedent for the same use being compatible on adjacent property. The way Valley County is growing, and expected to in the future, isn't time we consider zoning laws like every other county in the state has except one other?

Thank you for accepting my comments.

John Humphries
108 Magnetic Rock RD.
McCall, ID 83638

From: Kathy Deinhardt Hill [REDACTED]
Sent: Sunday, February 1, 2026 7:32 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: SUB 25-019

Dear Commissioners:

Please deny application SUB 25-019 Rocky Mountain Storage Units for the following reasons:

1. Traffic Concerns on Highway 55. This past summer, the Idaho Department of Transportation stated that Highway 55 had reached capacity. That is definitely true of the stretch between Lakefork and McCall. I am not privy to what ITD feels about this development, but at the very minimum, a turn lane at the access point to these storage and business units is needed. In fact, the state should reduce the speed limit and make it a no passing zone all the way from Lakefork to McCall. Residents on either side of this section of Highway 55 face danger every day as they try to access or turn off on to side roads and driveways. In the past month there have two accidents in the stretch between Knob Hill and Elk Creek Church, all at intersections. If ITD refuses to require the turn lane, then the commissioners should act by denying this application. **NO MORE COMMERCIAL DEVELOPMENT ON THAT STRETCH OF HIGHWAY UNTIL SAFETY CHANGES ARE MADE.**
2. The first 12 units, supposedly for personal use, are already completed. If they are for personal use, why does each unit have its own power meter? The only reason I can see is that the applicant plans to rent them to individuals, which is a violation of his original permit. The applicant received a permit to build the units for personal use; he can't change his mind after they are built.
3. The use of the buildings is in question. What will the businesses be that are allowed in the offices/bathroom buildings? What about those who use their storage "condos" to run their own businesses out of their spaces. Look at the storage units in McCall behind the car wash. Many of those are now businesses or commercial shops, with traffic in and out of them all day. Does the county have the resources to make sure that kind of activity does not happen at this new site? The applicant might say that is not the purpose of his development, but he has shown repeatedly that once his developments are approved, he does change his mind.
4. Many of the approved developments along Highway 55 have required adequate landscaping to screen the buildings from the scenic highway. In many cases, that has not happened; the county does not have the resources to enforce the requirements.
5. This development is incompatible with the areas on the south and east sides, and the only reason it is compatible on the north and west sides is because planning and zoning keeps approving this push to turn Highway 55 into the industrial, commercial, storage unit capital of Idaho. These approvals have led to developmental creep that are detrimental to the residents and the attempts to preserve the valley floor. It must stop somewhere. It is an ugly, dangerous mess between Lakefork and McCall, all caused by the unrestricted development the county has allowed. Stop it now.

Please deny the application for SUB 25-019 Rocky Mountain Storage Units.

Respectfully,

Kathy Deinhardt Hill
14068 Pioneer Road
McCall, Idaho 83638

From: Katharina Roth [REDACTED]
Sent: Monday, February 2, 2026 9:50 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: SUB 25-019

Dear Planning and Zoning Commissioners,

We are writing in regards to the CUP request for Rocky Mountain Storage on Hwy. 55.

We are opposed to any more storage units on our scenic highway. Bit by bit our scenic highway is taken over by industrial and storage units. We understand the need for industrial area, but does it have to be on the highway? Visible to anybody driving into this beautiful town?

If you have to approve this CUP and yet another storage unit, can you please stipulate that there is a 90% visual barrier using vegetation and a low burm, please?

Having these ugly units at least visually hidden would be a huge improvement.

Thank you so much for reading this,

Katharina and Geoffrey Roth

From: Drew Dodson <drew@boisedev.com>
Sent: Wednesday, February 4, 2026 12:46 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Re: Rocky Mountain Storage

Thank you Cynda!

I can confirm that the building permit that was issued was for a personal garage and should be used or leased for commercial purposes.

I think you meant to say "should NOT be used or leased for commercial purposes," correct?

It looks like I cannot download the leases off of the Valley County self-service kiosk, but here is a link to them:

<https://valleycountyid-web.tylerhost.net/web/document/DOC256S104?search=DOCSEARCH278S3>

If that link doesn't work, the instrument number is: 2025-006494

An off-shoot of this issue that I'd be remiss not to ask about is... Dusty had the lease agreements recorded by the county despite in doing so being in violation of the terms of his building permit. I am also going to ask the clerk's office about this, but why was this not caught during the recording process?

Drew

On Wed, Feb 4, 2026 at 12:20 PM Cynda Herrick <cherrick@valleycountyid.gov> wrote:

Hello Drew,

I can confirm that the building permit that was issued was for a personal garage and should be used or leased for commercial purposes.

Please send the leases.

We would start enforcement of our land use codes through a series of letters and agreements with the landowner, with final enforcement tasks by filing charges. But what Dusty is doing now, the process that he is in now, is how you correct the violation. There is a whole process....see below.

I believe the P&Z Commission will make their decision based on the integrity of the application.

The difference is impacts such as who accesses site, how often is there access, security, traffic, noise, etc....IMPACTS. I believe there are structural considerations in the building also for SAFETY. I believe fire code is different.

I hope this helps with your questions.
Enforcement Codes:

9-2-3: ENFORCEMENT; GENERAL STATEMENT:

The enforcement of this title shall apply equally to each person and property in similar circumstances. (Ord. 10-06, 8-23-2010)

9-2-4: COMPLIANCE BY ISSUERS OF PERMITS:

All departments, officials, and public employees of the county vested with the duty or authority to issue permits, shall conform to the conditions of this title, and shall issue no permit, certificate, or license for the use of lands, buildings, or purposes in conflict with the provisions of this title and such permit, certificate, or license issued in conflict with the provisions of this title shall be null and void. (Ord. 10-06, 8-23-2010)

9-2-5: COUNTY ENFORCEMENT AND AUTHORITY:

Whenever it appears to any person, including, but not limited to, the building inspector, planning and zoning staff, commission members, the board, the county prosecuting attorney or county sheriff that any person is about to engage in act or practice violating any provisions of this title, the person shall orally or in writing notify the administrator or his office. The administrator, with the assistance of staff, the county sheriff and the county prosecuting attorney, shall cause an investigation to be made upon the oral or written request concerning an alleged violation of this title, permit, or other county ordinance relating hereto, as the administrator deems advisable under the circumstances.

A. Authority: The administrator or staff shall have the authority to:

1. Conduct a program of continuing surveillance and regular or periodic inspection of the potential or actual violation.
2. Enter, at all reasonable times, upon any private or public property for the purpose of inspecting or investigating to ascertain violations of this title, permit, or ordinances relating hereto.

B. Violation: If an investigation discloses that there is a reasonable basis for believing that a violation exists, the administrator or staff shall follow the following procedure:

1. Issue and serve upon the person alleged to have violated this title a written notice of violation. This notice shall specify the provision of this title, variance or permit which has been violated; the extent and manner in which the ordinance, variance or permit has been violated and the procedure for the person to contest the allegation. The written notice shall be sent by certified mail to the person's home mailing address and/or business address, or personally served upon the person. A copy of this notice shall also be delivered to the county prosecuting attorney.

2. If a hearing is requested by the person, in writing, within seven (7) days of the service of the notice, then the administrator shall schedule a settlement conference with said person within seven (7) days from the time that the administrator has been served with said request for a settlement conference. If no response is received, the violation will be sent to the Valley County prosecuting attorney who shall act on the matter within forty five (45) days.

3. If the allegations of the violation, as described in the notice, cannot be resolved in the above mentioned settlement conference with the administrator, the matter shall be submitted for review before the commission at the next regularly scheduled public meeting. If the matter can be resolved, then the agreement shall be ratified or rejected by the commission.

4. If the agreement reached by the administrator in the settlement conference is rejected by the commission, then a hearing on the notice shall be held at the next regularly scheduled hearing of the commission.

5. The conduct of the hearing on the notice shall be as set forth in section 9-5H-11 of this title.

6. The administrator shall render the commission's decision, in writing, within seven (7) days from the date of the hearing.

7. After the decision of the commission, any party may have the right to appeal the decision to the board.

8. The board shall have the right to hear the appeal from the commission in the same manner as set forth in section 9-5H-12 of this title.

C. Civil Penalty: If such preventive or corrective measure is not taken in accordance with the settlement agreement, commission's decision, or order of the board, then the person in violation of

said agreement, commission's decision or order of the board shall be liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) per day beginning with the time fixed for the taking of the preventive or corrective measure set forth in the agreement, commission's decision or order of the board.

D. **Circumstance Of Violation Constitutes Emergency:** If the circumstances of the violation of this title, permit or variance constitute an emergency creating conditions of immediate danger to the public health, the administrator shall immediately notify the commission, the board, and the county prosecuting attorney. The board may institute a civil action for immediate injunction to seek any relief deemed appropriate under the circumstances as well as a civil penalty not to exceed one thousand dollars (\$1,000.00) per day.

E. **Considerations In Imposition Of Civil Penalty:** The board shall consider in any imposition of a civil penalty the following factors:

1. The nature of the violation.
2. Whether the violation was disclosed to the administrator or staff prior to its detection.
3. Whether the violation was corrected without administrator or staff action.
4. The cost of enforcing and investigating the violation.
5. Whether the violation was an isolated occurrence or a multiple offense.
6. Whether there is an undue risk of future violations during the remaining construction phase of the permit.
7. A fine under the circumstances would serve as a deterrent to this person or other persons similarly situated.
8. Whether there were grounds tending to excuse or justify the violation.
9. Whether the person was cooperative and willing to correct the violation.

F. **Waiver Of Formal Proceedings:** At any stage of the proceedings, any person to whom a notice has been served may waive the formal proceedings and enter into a settlement agreement with approval of the board.

G. **Additional Remedies:** Nothing in this title or this section shall preclude the board from any other legal or equitable remedy available. (Ord. 10-06, 8-23-2010)

9-2-6: CIVIL ENFORCEMENT:

Whenever a violation of this title occurs, or is alleged to have occurred, any person may file a written complaint stating the cause and basis thereof. The administrator shall follow the procedure set forth in section 9-2-5 of this chapter. Nothing in this title shall preclude the board from instituting any cause of action against any person nor for any relief legally or equitably available under the circumstances. (Ord. 10-06, 8-23-2010)

9-2-7: INVESTIGATIONS:

The property involved in an application for any permit or any property subject to the provisions of this title is subject to inspection by the administrator or his staff at all reasonable times for the purpose of inspecting or investigating violations of this title. (Ord. 10-06, 8-23-2010)

9-2-8: PENALTIES:

A. **Criminal Penalties:** Criminal penalties shall be as follows:

1. Each violation of this title, permit or variance shall be considered a separate violation and each day of a violation shall be a separate violation.
2. Each person, whether acting as the principal or agent, violating this title or its regulations shall be responsible for the violations criminally as set forth below.
3. Each violation of this title, permit or variance shall be a misdemeanor punishable by a fine or imprisonment, or both, punishable in accordance with provisions of Idaho Code section 18-113.

B. **Civil Penalties:** Civil penalties shall be as follows:

1. Each violation of this title, permit or variance shall be considered a separate violation and each day of a violation shall be a separate violation.
2. Each person, whether acting as the principal or agent, violating this title or its regulations shall be responsible for the violations civilly as set forth in subsection B3 of this section.

3. Each violation of this title, permit or variance shall be punishable by a civil penalty not to exceed one thousand dollars (\$1,000.00) per day or per violation whichever is greater.

C. Alternative Penalties: Alternative penalties to civil or criminal penalties may include the following:

1. Recordation of a "Notice of Land Use and Development Code Violation" with the Valley County Recorder's office. This recordation will remain in place until the violation is cured.

2. Recordation of other violation notices with the Valley County Recorder's office, such as a "Notice of Noncompliance or Dangerous Building".

3. If a violation is on-going or continuous further land use or building approvals on the property may be withheld. (Ord. 10-06, 8-23-2010; amd. Ord. 20-12, 7-6-2020)

Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116

"Live simply, love generously, care deeply, speak kindly, and leave the rest...."

*S*ervice *T*ransparent *A*ccountable *R*esponsive

From: Drew Dodson <drew@boisedev.com>
Sent: Wednesday, February 4, 2026 11:45 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Rocky Mountain Storage

Hi Cynda,

Can you confirm, on the record, that any leasing of the storage units Dusty Bitton built at 14014 Highway 55 would be a violation of the 2023 approval issued with the understanding that the units were for personal use only?

I recently received copies of lease agreements executed this fall that show at least some of the units are being rented for \$1,500 per month to various business entities owned by Bitton, including True North Construction, Rocky Mountain Excavation and Equipment Rental, and Pinetop Construction. I am happy to provide copies to you or send you the instrument numbers for locating in the county's record portal.

If indeed the leasing of these storage units is a violation, what penalties may the county impose? How and when would that be decided?

Could the violation have any bearing on the P&Z's upcoming consideration of Bitton's application to convert the units to commercial use and add more storage units to the site?

From a planning perspective, what is the functional difference between personal use and commercial use of storage units? In other words, how does one differ from the other and therefore influence conditions prescribed by the P&Z?

Thanks!

Drew

Instrument # 2025-003943
Valley County, Cascade, Idaho
08/13/2025 03:56:55 PM No. of Pages: 2
Recorded for: FLYING S TITLE AND ESCROW - MCCALL
Douglas Miller Fee: \$13.00
Deputy Relliott
Electronically Recorded

THIS DOCUMENT IS FILED FOR RECORD BY
FLYING S TITLE AND ESCROW
AS AN ACCOMMODATION ONLY.
NO EXAMINATION HAS BEEN MADE AS TO
ITS ACCURACY OR ITS EFFECT UPON THE TITLE.
LONG TERM LEASE INTEREST AGREEMENT

This Lease Interest Agreement (the "Agreement") is entered into as of July 1, 2025, by and between **Pearson Storage Partners, LLC**, an Idaho limited liability company with EIN 84-4463170 ("Lessor"), and **BP Properties, LLC**, an Idaho limited liability company with EIN 83-4471197 ("Lessee").

RECITALS

WHEREAS, Lessor is the lawful owner of the real property located at 14014 HWY 55, McCall, Idaho 83638 (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises from Lessor for the construction and development of storage condominiums; and

WHEREAS, the parties wish to enter into a long-term lease agreement to define their respective rights and obligations with respect to the Premises;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Lease Term

- The term of this lease shall be for **thirty (30) years**, commencing on **April 1, 2024**, and ending on **March 31, 2054**, unless earlier terminated in accordance with the provisions of this Agreement.

2. Monthly Rent

- Lessee shall pay to Lessor the amount of **One Thousand Dollars (\$1,000.00)** per month as rent for the use and occupancy of the Premises. Rent shall be due on or before the first day of each calendar month, beginning April 1, 2024.

3. Use of Premises

- Lessee shall use the Premises exclusively for the construction and development of storage condominiums and other related business operations. Lessee shall not use the Premises for any unlawful purposes.

4. Maintenance and Repairs

- Lessee shall be responsible for the routine maintenance and upkeep of the Premises, and for keeping the Premises in good order and repair throughout the lease term, reasonable wear and tear excepted.

5. Taxes and Insurance

- Lessor shall be responsible for payment of property taxes and insurance on the Premises. Lessee shall be responsible for maintaining liability insurance coverage for its business operations on the Premises.

6. Termination

- This Agreement may be terminated prior to the expiration of the lease term by mutual written agreement of both parties or as otherwise permitted by law.

7. Assignment and Subletting

- Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of Lessor.

8. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

9. Entire Agreement

- This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

IN WITNESS WHEREOF, the parties have executed this Lease Interest Agreement as of the date first written above.

Elise Bitton

Elise Bitton, Member
Pearson Storage Partners, LLC

Elise Bitton

Elise Bitton, Member
BP Properties, LLC

NOTARY ACKNOWLEDGMENT

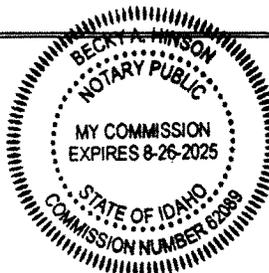
State of Idaho
County of Valley

On this 13 day of August, 2025, before me, a Notary Public in and for said state, personally appeared Elise Bitton, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Becky A. Hinson

Notary Public for Idaho
My commission expires: 8/26/25



Instrument # 2025-006494
Valley County, Cascade, Idaho
11/26/2025 04:39:30 PM No. of Pages: 28
Recorded for: FLYING S TITLE AND ESCROW - MCCALL
Douglas Miller Fee: \$91.00
Deputy Minwards
Electronically Recorded

RECORDATION REQUESTED BY:

Columbia Bank
Treasure Valley CBO
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Columbia Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Pearson Storage Partners, LLC
PO Box 4110
McCall, ID 83638

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT dated November 25, 2025 ("Agreement"), is made and executed among Pearson Storage Partners, LLC, whose address is PO Box 4110, McCall, ID 83638 ("Landlord"); BP Properties LLC, whose address is 112 N 3rd St, McCall, ID 83638 ("Tenant"); and Columbia Bank, Treasure Valley CBO, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated April 1, 2024 of the property described herein which was recorded as follows: Recorded on August 13, 2025 as Instrument no. 2025-003943 in the official records of Valley County, Idaho. (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: The term is for Thirty Years commencing 4/1/24 and ending 3/31/2054 with monthly rent of \$1,000 for occupancy and use of the premises. Expected use includes construction of storage condominiums and other related business.

REAL PROPERTY DESCRIPTION. The Lease covers 18.44-acre site of the following described real property (the "Real Property") located in Valley County, State of Idaho:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN THE SE¼ OF THE NE¼ OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 3 EAST, B.M., VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 KNOB HILL ESTATES SUBDIVISION AS SHOWN ON THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, IN BOOK 6, PAGE 35 OF PLATS, A 5/8" REBAR, THENCE, NORTH 0°17'31"EAST., 246.43 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55 TO A 5/8" REBAR, THE REAL POINT OF BEGINNING

THENCE, NORTH 80°41'54" EAST, 484.00 FEET TO A 5/8" REBAR,

THENCE, NORTH 5°48'34" WEST, 125.57 FEET TO A 5/8" REBAR,

THENCE, NORTH 55°20'31" EAST, 515.30 FEET TO A 5/8" REBAR,

THENCE, SOUTH 50°13'55" EAST, 191.38 FEET TO A 5/8" REBAR ON THE NORTHWESTERLY BOUNDARY OF LOT 9 IN SAID KNOB HILL ESTATES SUBDIVISION,

THENCE, NORTH 30°34'15" EAST, 435.95 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID KNOB HILL ESTATES SUBDIVISION TO A 5/8" REBAR,

THENCE NORTH 43°16'03" EAST, 44.83 FEET, ALONG SAID NORTHWESTERLY BOUNDARY TO IT'S INTERSECTION WITH THE EASTERLY LINE OF SAID SE¼ NE¼, A 5/8" REBAR,

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

THENCE NORTH 0°49'11" EAST, 137.90 FEET TO THE NORTHEAST CORNER OF SAID SE¼ NE¼, A 5/8" REBAR,
THENCE SOUTH 89°53'02" WEST, 1285.65 FEET ALONG THE NORTHERLY LINE OF SAID SE¼ NE¼ TO ITS INTERSECTION WITH THE
EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 55, A 5/8" REBAR;
THENCE SOUTH 0°17'31" WEST 917.06 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 14014 Highway 55, McCall, ID 85257. The Real Property tax identification number is RP18N03E331807.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to BP Properties LLC, secured by the Real Property (the "Superior Indebtedness"):

All "Indebtedness", as that term is defined in Lender's Lien.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated November 25, 2025, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to BP Properties LLC in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to BP Properties LLC, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

Page 3

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord, or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord, or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord, or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

VENUE. The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Idaho or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

Page 4

employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Idaho.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

party against any other party.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 25, 2025.

LANDLORD:

PEARSON STORAGE PARTNERS, LLC

By: [Signature]
Authorized Signer for Pearson Storage Partners, LLC

By: [Signature]
Authorized Signer for Pearson Storage Partners, LLC

LENDER:

COLUMBIA BANK

X [Signature]
Authorized Officer

TENANT:

BP PROPERTIES LLC

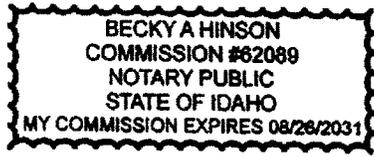
By: [Signature]
Authorized Signer for BP Properties LLC

By: [Signature]
Authorized Signer for BP Properties LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Eusty L Bitten
and Pearson Storage Partners, LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.

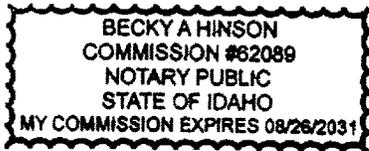


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

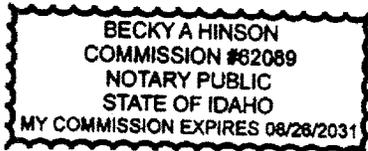
STATE OF Idaho)
) SS
COUNTY OF Valley)
This record was acknowledged before me on 11/26 20 25 by Elise S Bittan
and Pearson Storage Partners, LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LENDER ACKNOWLEDGMENT

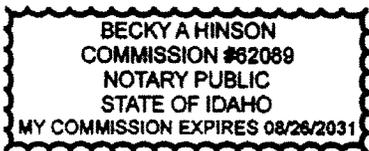
STATE OF Idaho)
) SS
COUNTY OF Valley)
This record was acknowledged before me on 11/26 20 25 by Eric Watson
as [Signature] of Columbia Bank.



[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)
This record was acknowledged before me on 11/26 20 25 by Dusty L Bittan
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



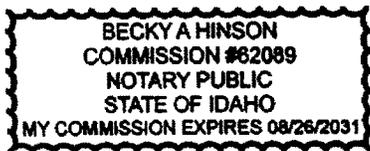
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by ELISE S. BITTON
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

RECORDATION REQUESTED BY:

Columbia Bank
Treasure Valley CBO
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Columbia Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

BP Properties LLC
PO Box 4110
McCall, ID 83638

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated November 25, 2025 ("Agreement"), is made and executed among BP Properties LLC, whose address is 112 N 3rd St, McCall, ID 83638 ("Landlord"); Rocky Mountain Excavation & Equipment Rental LLC, whose address is 14014 Highway 55, McCall, ID 83638 ("Tenant"); and Columbia Bank, Treasure Valley CBO, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated October 1, 2025 of the property described herein (the "Lease") The following information is the summary of the basic terms and conditions of the Subordinated Lease: The rental period begins on 10/01/2025. This is a Month-to-Month rental, the rent amount is \$1,500.00 per month per unit with one unit for a total of \$1,500.00 per month.

REAL PROPERTY DESCRIPTION. The Lease covers Unit # NA One Enclosed Storage Unit of the following described real property (the "Real Property") located in Valley County, State of Idaho:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN THE SE¼ OF THE NE¼ OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 3 EAST, B.M., VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 KNOB HILL ESTATES SUBDIVISION AS SHOWN ON THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, IN BOOK 6, PAGE 35 OF PLATS, A 5/8" REBAR, THENCE, NORTH 0°17'31"EAST., 246.43 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55 TO A 5/8" REBAR, THE REAL POINT OF BEGINNING

THENCE, NORTH 80°41'54" EAST, 484.00 FEET TO A 5/8" REBAR,

THENCE, NORTH 5°48'34" WEST, 125.57 FEET TO A 5/8" REBAR,

THENCE, NORTH 55°20'31" EAST, 515.30 FEET TO A 5/8" REBAR,

THENCE, SOUTH 50°13'55" EAST, 191.38 FEET TO A 5/8" REBAR ON THE NORTHWESTERLY BOUNDARY OF LOT 9 IN SAID KNOB HILL ESTATES SUBDIVISION,

THENCE, NORTH 30°34'15" EAST, 435.95 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID KNOB HILL ESTATES SUBDIVISION TO A 5/8" REBAR,

THENCE NORTH 43°16'03" EAST, 44.83 FEET, ALONG SAID NORTHWESTERLY BOUNDARY TO IT'S INTERSECTION WITH THE EASTERLY LINE OF SAID SE¼ NE¼, A 5/8" REBAR,

THENCE, NORTH 0°49'11" EAST, 137.90 FEET TO THE NORTHEAST CORNER OF SAID SE¼ NE¼, A 5/8" REBAR,

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

THENCE SOUTH 89°53'02" WEST, 1285.65 FEET ALONG THE NORTHERLY LINE OF SAID SE¼ NE¼ TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 55, A 5/8" REBAR;
THENCE SOUTH 0°17'31" WEST 917.06 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 14014 Highway 55, McCall, ID 85257. The Real Property tax identification number is RP18N03E331807.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Landlord, secured by the Real Property (the "Superior Indebtedness").

All "Indebtedness", as that term is defined in Lender's Lien.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated November 25, 2025, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord, or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord, or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender, or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

VENUE. The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Idaho or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT
(Continued)**

employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Idaho.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

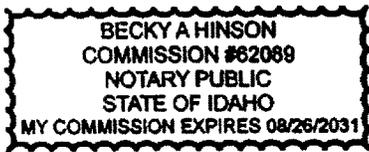
Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 20 25 by Elise S Britton
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record

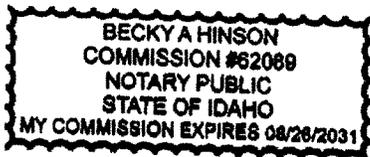


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 20 25 by Eric Watson
as Officer of Columbia Bank.

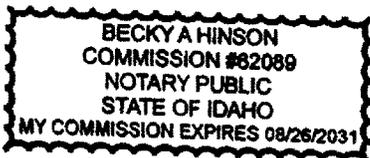


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 20 25 by Dusty L Britton
and Rocky Mountain Excavation & Equipment Rental LLC, a Idaho Limited Liability Company, is the maker of the foregoing record



[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Elise S Biffert
and Rocky Mountain Excavation & Equipment Rental LLC, a Idaho Limited Liability Company, is the maker of the foregoing record

BECKY A HINSON
COMMISSION #62089
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 08/29/2031

[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

RECORDATION REQUESTED BY:

Columbia Bank
Treasure Valley CBO
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Columbia Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

BP Properties LLC
PO Box 4110
McCall, ID 83638

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated November 25, 2025 ("Agreement"), is made and executed among BP Properties LLC, whose address is 112 N 3rd St, McCall, ID 83638 ("Landlord"); Pinetop Construction LLC, whose address is 14014 Highway 55, McCall, ID 83638 ("Tenant"); and Columbia Bank, Treasure Valley CBO, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated October 1, 2025 of the property described herein (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: The rental period begins on 10/01/2025. This is a Month-to-Month rental, the rent amount is \$1,500.00 per month per unit with two units for a total of \$3,000.00 per month

REAL PROPERTY DESCRIPTION. The Lease covers Unit # NA Two Enclosed Storage Units of the following described real property (the "Real Property") located in Valley County, State of Idaho:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN THE SE¼ OF THE NE¼ OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 3 EAST, B.M., VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 KNOB HILL ESTATES SUBDIVISION AS SHOWN ON THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, IN BOOK 6, PAGE 35 OF PLATS, A 5/8 REBAR, THENCE, NORTH 0°17'31"EAST, 246.43 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55 TO A 5/8" REBAR, THE REAL POINT OF BEGINNING

THENCE, NORTH 80°41'54" EAST, 484.00 FEET TO A 5/8" REBAR,

THENCE, NORTH 5°48'34" WEST, 125.57 FEET TO A 5/8" REBAR,

THENCE, NORTH 55°20'31" EAST, 515.30 FEET TO A 5/8" REBAR,

THENCE, SOUTH 50°13'55" EAST, 191.38 FEET TO A 5/8" REBAR ON THE NORTHWESTERLY BOUNDARY OF LOT 9 IN SAID KNOB HILL ESTATES SUBDIVISION,

THENCE, NORTH 30°34'15" EAST, 435.95 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID KNOB HILL ESTATES SUBDIVISION TO A 5/8" REBAR,

THENCE NORTH 43°16'03" EAST, 44.83 FEET, ALONG SAID NORTHWESTERLY BOUNDARY TO IT'S INTERSECTION WITH THE EASTERLY LINE OF SAID SE¼ NE¼, A 5/8" REBAR,

THENCE, NORTH 0°49'11" EAST, 137.90 FEET TO THE NORTHEAST CORNER OF SAID SE¼ NE¼, A 5/8" REBAR,

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

Page 2

THENCE SOUTH 89°53'02" WEST, 1285.65 FEET ALONG THE NORTHERLY LINE OF SAID SE¼ NE¼ TO ITS INTERSECTION WITH THE
EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 55, A 5/8" REBAR.
THENCE SOUTH 0°17'31" WEST 917.06 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 14014 Highway 55, McCall, ID 85257. The Real Property tax identification number is RP18N03E331807

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Landlord, secured by the Real Property (the "Superior Indebtedness").

All "Indebtedness", as that term is defined in Lender's Lien.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated November 25, 2025, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

Page 3

ATTORNMENMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord, provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

VENUE. The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Idaho or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated); and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

Page 4

employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Idaho.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

party against any other party.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 25, 2025.

LANDLORD:

BP PROPERTIES LLC

By: [Signature]
Authorized Signer for BP Properties LLC

By: [Signature]
Authorized Signer for BP Properties LLC

LENDER:

COLUMBIA BANK

X [Signature]
Authorized Officer

TENANT:

PINETOP CONSTRUCTION LLC

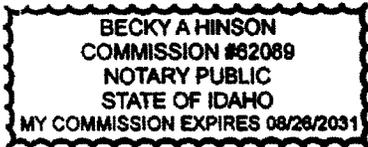
By: [Signature]
Authorized Signer for Pinetop Construction LLC

By: [Signature]
Authorized Signer for Pinetop Construction LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Dusty L Bitton
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



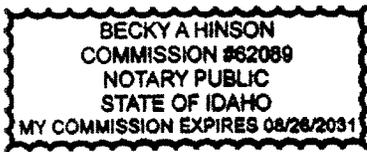
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Elise S Bitton
Manager
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record

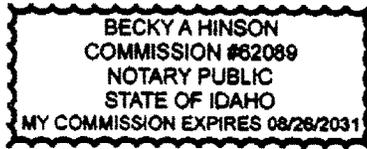


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by ERIC WATSON
as officer of Columbia Bank.

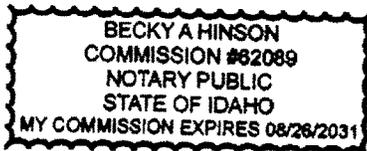


[Signature]
Notary Public in and for the State of Idaho
My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Susty L Bitton
and Pinetop Construction LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



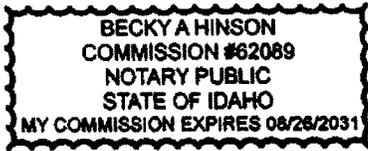
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Elise S Bittan
and Pinetop Construction LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

RECORDATION REQUESTED BY:

Columbia Bank
Treasure Valley CBO
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:

Columbia Bank
PO Box 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

BP Properties LLC
PO Box 4110
McCall, ID 83638

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated November 25, 2025 ("Agreement"), is made and executed among BP Properties LLC, whose address is 112 N 3rd St, McCall, ID 83638 ("Landlord"); True North Construction Services, LLC, whose address is 14014 Highway 55, McCall, ID 83638 ("Tenant"); and Columbia Bank, Treasure Valley CBO, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated October 1, 2025 of the property described herein (the "Lease") The following information is the summary of the basic terms and conditions of the Subordinated Lease: The rental period begins on 10/01/2025. This is a Month-to-Month rental, the rent amount is \$1,500.00 per month per unit with three units for a total of \$4,500.00 per month

REAL PROPERTY DESCRIPTION. The Lease covers Unit # NA Three Enclosed Storage Units of the following described real property (the "Real Property") located in Valley County, State of Idaho:

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SE¼ OF THE NE¼ OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 3 EAST, B.M., VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 KNOB HILL ESTATES SUBDIVISION AS SHOWN ON THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, IN BOOK 6, PAGE 35 OF PLATS, A 5/8 REBAR THENCE, NORTH 0°17'31" EAST., 246.43 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 55 TO A 5/8" REBAR, THE REAL POINT OF BEGINNING

THENCE, NORTH 80°41'54" EAST, 484.00 FEET TO A 5/8" REBAR.

THENCE, NORTH 5°48'34" WEST, 125.57 FEET TO A 5/8" REBAR,

THENCE, NORTH 55°20'31" EAST, 515.30 FEET TO A 5/8" REBAR.

THENCE, SOUTH 50°13'55" EAST, 191.38 FEET TO A 5/8" REBAR ON THE NORTHWESTERLY BOUNDARY OF LOT 9 IN SAID KNOB HILL ESTATES SUBDIVISION.

THENCE, NORTH 30°34'15" EAST, 435.95 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID KNOB HILL ESTATES SUBDIVISION TO A 5/8" REBAR.

THENCE NORTH 43°16'03" EAST, 44.83 FEET, ALONG SAID NORTHWESTERLY BOUNDARY TO IT'S INTERSECTION WITH THE EASTERLY LINE OF SAID SE¼ NE¼, A 5/8" REBAR,

THENCE, NORTH 0°49'11" EAST, 137.90 FEET TO THE NORTHEAST CORNER OF SAID SE¼ NE¼, A 5/8" REBAR.

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT
(Continued)**

THENCE SOUTH 89°53'02" WEST, 1285.65 FEET ALONG THE NORTHERLY LINE OF SAID SE¼ NE¼ TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 55, A 5/8" REBAR;
THENCE SOUTH 0°17'31" WEST 917.06 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 14014 Highway 55, McCall, ID 85257 The Real Property tax identification number is RP18N03E331807.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Landlord, secured by the Real Property (the "Superior Indebtedness"):

All "Indebtedness", as that term is defined in Lender's Lien.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated November 25, 2025, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights")

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

(A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or

(B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or

(C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or

(D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or

(E) Liable for any sum that any prior landlord including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or

(F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or

(G) Liable for any construction obligation of any prior landlord, including Landlord; or

(H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

(A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.

(B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

VENUE. The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Idaho or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

CLASS ACTION WAIVER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employed by Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

Page 4

employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. As used in this paragraph, "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Idaho.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

party against any other party.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 25, 2025.

LANDLORD:

BP PROPERTIES LLC

By:

[Signature]
Authorized Signer for BP Properties LLC

By:

[Signature]
Authorized Signer for BP Properties LLC

LENDER:

COLUMBIA BANK

X

[Signature]
Authorized Officer

TENANT:

TRUE NORTH CONSTRUCTION SERVICES, LLC

By:

[Signature]
Authorized Signer for True North Construction Services, LLC

By:

[Signature]
Authorized Signer for True North Construction Services, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho

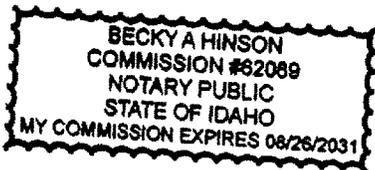
)

COUNTY OF Valley

) SS

)

This record was acknowledged before me on 11/26, 20 25 by Dusty L Bitton
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



[Signature]
Notary Public in and for the State of Idaho

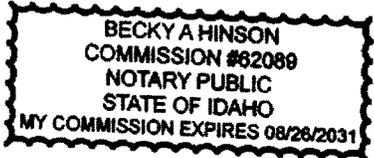
My commission expires 8/26/31

**SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT
(Continued)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Elise S Bittan
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.

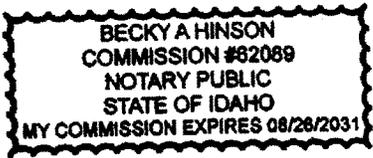


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Eric Watson
as Officer of Columbia Bank.

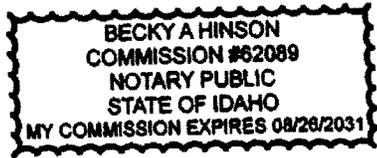


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Dusty L Bittan
and True North Construction Services, LLC, a Idaho Limited Liability Company is the maker of the foregoing record.



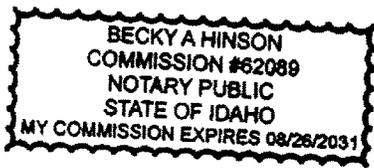
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
)
COUNTY OF Valley) SS
)

This record was acknowledged before me on 11/26, 2025 by Elise S BROWN
and True North Construction Services, LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

SUB 25-019 Rocky Mountain Storage - Additional Information

From Rob Pair <rpair@crestline-eng.com>
Date Thu 1/15/2026 10:19 AM
To Cynda Herrick <cherrick@valleycountyid.gov>
Cc Lori Hunter <lhunter@valleycountyid.gov>; gtankersley <gtankersley@crestline-eng.com>;
dusty@pinetopmccall.com <dusty@pinetopmccall.com>

 2 attachments (205 KB)
2012_ITDEmail_260113.pdf; VCPZ CUP 25-019 HWY 55 Storage final.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Cynda,

Thank you for the updated notice regarding SUB 25-019. I wanted to provide some additional correspondence related to the outstanding information the commissioners requested.

- Results of traffic impact study
 - An ITD encroachment permit was submitted in late November to ITD. Kittleson and Associates finalized and submitted the traffic impact study to ITD and we have received correspondence from Kendra Conder (see attached email). Based on her feedback we anticipate a formal response from ITD regarding the encroachment permit and traffic analysis prior to the February 12th meeting.
- Comments from Lake Irrigation District
 - I attended the December LID meeting, at which time they had not visited the site to determine an appropriate solution for the delivery ditch that traverses the site. Since the December meeting, LID has visited the site and provided a letter to you (attached) addressing the requirements they have for the development.

Please don't hesitate to reach out should you have any additional questions.

Regards,

Rob

Rob Pair, E.I.T. | Associate Engineer

Crestline Engineers, Inc.

323 Deinhard Lane, Suite C

PO Box 2330 | McCall, Idaho 83638

T 208.634.4140 | C 208.315.7450 | F 208.634.4146

Rob Pair

From: Kendra Conder <Kendra.Conder@itd.idaho.gov>
Sent: Tuesday, January 13, 2026 2:10 PM
To: Rob Pair
Subject: RE: Rocky Mountain Storage Update

Hi Rob,

Yes, we have received it! So sorry for the delayed response... it's just me working on developments for all of SW Idaho so my response times are much slower than I'd like. I'll reach out to the group and let them know it's been received. Barring any major concerns with the analysis, we can get it reviewed prior to the hearing on the 12th.

Kendra Conder
District 3 | Development Services Coordinator
Idaho Transportation Department
Office: 208-334-8377
Cell: 208-972-3190



YOUR Safety ... ► **YOUR Mobility** ... ► **YOUR Economic Opportunity**

From: Rob Pair <rpair@crestline-eng.com>
Sent: Tuesday, January 13, 2026 9:21 AM
To: Kendra Conder <Kendra.Conder@itd.idaho.gov>
Subject: Rocky Mountain Storage Update

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good Morning Kendra,

I hope your New Year is off to a great start! I just wanted to reach out real quick and touch base with you on the Rocky Mountain Storage project. I submitted an approach permit on 11/26 and John Ringert provided the Traffic Analysis to you last week (1/8). I was just curious if there was any update on the permit or, if it was in a holding pattern until the study was provided by Kittleson?

I appreciate the time in advance and thanks for the help moving this forward!

Regards,

Rob

Rob Pair, E.I.T. | Associate Engineer

Crestline Engineers, Inc.
323 Deinhard Lane, Suite C