



Landscape Construction
Sprinkler Irrigation
Lawn & Grounds Maintenance
Personal Gardener
Tree Care

Idaho Business License RCE #38790
Oregon Business License LCB #9490

03/17/2026

To Whom It May Concern,

Sterling Landscape Company, LLC has been engaged over the past several months in the planning and development of the landscape design for the proposed Rocky Mountain Storage Building located in McCall, Idaho.

Our intent with this design is to enhance the overall aesthetic of the property while ensuring it aligns with the natural character and visual standards of Valley County. The landscape plan has been thoughtfully developed to integrate with the surrounding environment and provide long-term visual and ecological value.

The proposed design includes the construction of contoured berms shaped to resemble gently rolling hills. These features will be complemented with strategically placed boulders, native tree species, and creeping red fescue seed to establish a natural meadow appearance consistent with the local landscape.

Additionally, the design incorporates a series of offset wooden panels installed along the back side of the berms. These panels are intended to provide visual depth and serve as an architectural backdrop that enhances the overall composition of the site.

Sterling Landscape Company, LLC is committed to delivering a finished product that contributes positively to the community and blends seamlessly with the surrounding natural areas of McCall.

Please feel free to contact us should you require any additional information or clarification regarding this design.

Sincerely,

Lavon Webb | Owner
Sterling Landscape Company, LLC
4663 Ustick Road
Nampa, ID 83687

C: (208) 761-9336
P: (208) 461.5111
E: lcwebb@sterlinglandscape.com
W: www.sterlinglandscape.com

From: Toni Curtis <toni@summitrealtymccall.com>
Sent: Monday, March 23, 2026 2:19 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Dusty Bitton <dusty@pinetopmccall.com>
Subject: Appeal of PZ Commission Denial/ SUB 25-019 Rock Mountain Storage

Cynda Herrick
Valley County Board of Commissioners
RE: Appeal of PZ Commission Denial of SUB 25-019 Rock Mountain Storage

Please submit my letter of support to the public comments.

Commissioners,

I am writing to express my support for approval of CUP 25-019. I have reviewed the Application and supporting documentation along with the multiple P&Z Meetings which ultimately lead up to their denial of this application.

At the request of the commission, the applicant made several modifications to his original plan to soften the exterior of the buildings while keeping the view corridor and scenic byway top of mind. Personally, I find the final design (see exhibit 4, appeal Mar 30,2026) to be very respectful of the scenic byway and the view corridor. The applicants move to split the main building into two buildings that parallel highway 55 while adding the berm, landscaping and snow fencing will provide a more appealing view for travelers along Highway 55. As designed, travelers along the scenic byway will not be looking at 100+ garage doors, instead they will be looking past the beautifully designed landscape and over the low storage unit rooftops to take in the view of the Mountains. This modification will financially impact the overall project due to the reduced number of units the applicant will have available for sale. I disagree with Chairman Roberts statement that this project will negatively impact the values of the surrounding properties as the surrounding properties consist of many Commercial Businesses including the Paradigm Storage units directly across the road. It is my opinion that this project will do just the opposite and bring additional value to the surrounding properties and ultimately increase revenues for Valley County.

In conclusion, the Planning and Zoning Commissioners that reviewed the application for CUP 25-019 should have approved the application based on its own merits. Their denial appears to be based on frustration over usage of a previously constructed building and many hypothetical uses suggesting environmental impacts. If there are any concerns regarding potential use of the storage units, this should be made a condition and addressed in the CC&R's of the project. Please consider approving this application based on its compliance with Condition Use Permit standards.

Toni Curtis, Associate Broker
Silvercreek Realty Group
toni@summitrealtymccall.com
208-630-3553

From: Bob Crawford [REDACTED]
Sent: Monday, March 23, 2026 11:39 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Rocky Mountain Storage Thoughts

Hi Cynda,

I think the location of the proposed Rocky Mountain storage development is compatible with the industrial and storage uses the County has allowed to the north and west of the project.

Also I believe a storage use is one of the more benign possible uses of the property for the Knob Hill neighborhood to the south.

Best,

Bob

Bob Crawford
Designated Broker/Co-Owner
CRAWFORD OLSON REAL ESTATE
208-634-6927 cell

PO BOX [REDACTED] USPS
McCall, Idaho 83638
403 East Park St
McCall, Idaho 83638 FEDEX/UPS

From: Mike Chapman <mike@flyingbrokers.com>

Sent: Monday, March 23, 2026 3:52 PM

To: Cynda Herrick <cherrick@valleycountyid.gov>; Cynda Herrick <cherrick@valleycountyid.gov>

Cc: Dusty Bitton <dusty@pinetopmccall.com>

Subject: Support SUB 25-019 Rocky Mountain Storage

Valley County P&Z and Valley County Board of Commissioners Please add to the public comments this letter of Support for approval of SUB 25-019 CUP for Rocky Mountain Storage.

This CUP should be approved based on compliance with CUP Standards, not on subjective opinions of hypothetical personal & business uses (Easily addressed in the CC&R's), perceived incompatibility with surrounding commercial and Industrial developments and opinions of negative financial impact.

This extensive landscaping and positioning of the buildings so 100+ garage doors are not visible to the highway like Paradigm Storage & Hwy 55 Storage is an excellent way to develop the property with minimal impact to the view corridor. In addition, the low height of the two buildings,(instead of one long building), still allow good visibility of the Mountains to the East.

Surrounding HWY 55 Properties some with similar impact:

East Side:

ID Power Substation

CM Backcountry Rentals, LLC, Cody-very tall building

NSA Property Holdings LLC (Hwy 55 Storage)

Rocky Mountain Crane & Equipment Rental LLC

Kesler Properties LLC (Storage)

McCall Donnelly Joint School District (Bus Barn)

West Side:

Dyl Limited Partnership (Franklin Lumber) No screening from the highway

Mountain Mission LLC (Energy Seal)

Ned Crossley (ASAP Septic)

Ron Hoogendyk (High Mountain Custom Cabinets)

McCall Landing, LLC (Residential Lots)

PDIME LLC (Paradigm Storage-)

Approval with conditions is certainly reasonable since the it appears the following criteria has been complied with:

Standard of Review Under Valley County Codes

Scenic Byway, Building Orientation, and View Corridor Concerns

Traffic Analysis and ITD Determination-Traffic Study and approved from ITD

Environmental Impacts and Stormwater Management-Crestline Engineering, one of the most respected Engineering Companies in Valley County

Compliance with CUP Criteria

The applicant has done an excellent job planning this project and has an outstanding record of employment and financial contribution to our community.

Sincerely,

Michael S. Chapman

mike@flyingbrokers.com

208-634-9691

From: kristen fiorentino [REDACTED]
Sent: Monday, March 23, 2026 4:42 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: [REDACTED]; Tamara Wall [REDACTED]
Subject: Re: PZ denial SUB 25-019 Rocky Mountain Storage

Hi Cynda,

I forgot to add that we support the project with the lighting specifications outlined in our last email.

Thank you.

From: kristen fiorentino [REDACTED]
Sent: Monday, March 23, 2026 4:30 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: [REDACTED] Tamara Wall [REDACTED]
Subject: Re: PZ denial SUB 25-019 Rocky Mountain Storage

Hi Cynda,

Thank you for the clarifications.

With that in mind, we request that the five lighting principles for responsible outdoor lighting be followed to the highest level possible. This includes using light only as needed, targeted, the lowest level necessary, only when needed (not continuously active) and warm colored.

Thank you,

Kristen Fiorentino
Larry Fiorentino
Tamara Wall
Knob Hill #2 POA Board

On Mar 23, 2026, at 1:28 PM, Cynda Herrick <cherrick@valleycountyid.gov> wrote:

Hello,

We have the dark sky compliant lighting on all structures.

Also, that is a carryover note from a previous plat they did; there would be NO wood burning devices in storage units.

Would you like to submit a different comment letter?

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....”

Service **T**ransparent **A**ccountable **R**esponsive

From: kristen fiorentino [REDACTED]
Sent: Monday, March 23, 2026 1:11 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: [REDACTED] Tamara Wall [REDACTED]
Subject: PZ denial SUB 25-019 Rocky Mountain Storage

Re: PZ denial SUB 25-019 Rocky Mountain Storage
14014 Hwy 55
Parcel RP18N03E331807 in NE 1/4 section 33

Hi Ms. Herrick,

Hello and thank you for facilitating comments.

Knob Hill #2 POA Board has comments/concerns regarding this project:

1. Per the PRELIMINARY PLAT-ROCKY MOUNTAIN STORAGE document, the notes state “all lighting must be dark sky compliant”. We are requesting that this be accomplished for the entire project.
2. Per the PRELIMINARY PLAT-ROCKY MOUNTAIN STORAGE document, the notes state, “only one wood burning device per lot”. Specifically, does this mean one woodburning device for the entire lot of 18+ acres or does this mean one wood-burning device for each storage condominium. (i.e. 105 wood-burning devices). We are requesting clarification. Finally, if the proposal is for approval of the potential for 105 wood burning devices on the property, we are opposed to this request.

Thank you,

Kristen Fiorentino
Larry Fiorentino
Tamara Wall
Knob Hill #2 POA Board

From: Kathy Deinhardt Hill [REDACTED]
Sent: Monday, November 3, 2025 8:26 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: SUB 25-19

Dear Commissioners:

Please deny the application SUB 25-19, Highway 55 Storage by Dusty Bitton and Pearson Storage Partners LLC.

When Mr. Bitton applied for the building permit to construct his current storage units at this site, he said they were for personal use. They should remain that way.

Highway 55 from Lake Fork to McCall has become a transportation nightmare. The storage unit developments, the construction businesses, boat services and sales, a bakery turned restaurant, the churches—all contribute to a dangerous situation. With no turning lanes, cars are often backed up 30 deep as they await for someone to turn onto sided roads and businesses. Slow moving vehicles—construction vehicles, people pulling trailers and boats, dump trucks, cranes, school busses— all pulling onto or off the highway is dangerous for everyone, especially when the speed limit of 55 is normally exceeded.

The problem on this section of highway has been created by unlimited commercial development. Highway 55 needs a full turn lane from Lake Fork to McCall and a reduced speed limit. Until the Idaho State Highway Department and Valley County get together to do this, no further commercial development should be approved or allowed.

Also, Commissioner Carrie Potter should recuse herself from any decisions about this application. Ms. Potter was the registered agent and manager of Pearson Storage Partners LLC at its inception and remained in that position until August of 2025. While she has since been removed from those roles, to avoid the appearance of any impropriety, she should refrain from voting.

Again, please deny Application SUB 25-19.

Thank you.

Kathy Deinhardt Hill
14068 Pioneer Road
McCall, Idaho 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 been 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: [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: 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: Mike D [REDACTED]
Sent: Tuesday, March 17, 2026 8:00:00 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Rocky Mountain Storage project at 14014 Highway 55.

I support the Planning and Zoning Commission's unanimous decision to deny the Rocky Mountain Storage project at 14014 Highway 55.

A development consisting of more than 100 condominium storage units on nearly 18 acres would create a significant visual and land-use impact along a major corridor in Valley County. Even with landscaping or berms, a project of this scale would introduce a large commercial storage complex that does not align with the character of the surrounding area.

The Planning and Zoning Commission reviewed the project carefully and ultimately determined that it did not meet the appropriate standards for approval.

For these reasons, I respectfully ask the Board of County Commissioners to uphold the Commission's decision and deny the appeal.

Thank you.

Mike D

From: Nate Peterson [REDACTED]
Sent: Tuesday, March 17, 2026 1:00:00 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Comment on Rocky Mountain Storage Appeal

Commissioners,

I appreciate the opportunity to comment on the appeal of the Rocky Mountain Storage project.

Many people in our community value Valley County because of its open space, scenic highway corridors, and small-town character. A large condominium storage complex along Highway 55 does not feel consistent with those values.

This project would place more than 100 storage units along a highly visible section of highway. Even with berms or landscaping, the overall effect would still be a large commercial storage facility that changes the character of the area. Once developments like this are approved, they set a precedent for similar projects along the corridor.

I also believe the Planning and Zoning Commission took the time to carefully review the proposal and ultimately made the right decision when they voted unanimously to deny it.

I respectfully ask the County Commissioners to uphold that decision and protect the character of this part of Valley County.

Thank you for considering the concerns of local residents.

Nate

From: [REDACTED]

Sent: Wednesday, March 18, 2026 11:55 AM

To: Sherry Maupin <smaupin@valleycountyid.gov>; [REDACTED]
Neal Thompson <nthompson@valleycountyid.gov>; Katlin Caldwell
<kcaldwell@valleycountyid.gov>

Subject: FWD: Appeal of SUB 25-019 – Rocky Mountain Storage CUP Denial

Date: Mar 17, 2026, 11:48

From: [REDACTED]

To: commissioners@valleycountyid.gov

Cc: kcaldwell@valleycountyid.gov, nthompson@valleycountyid.gov, smaupin@valleycountyid.gov

Subject: Appeal of SUB 25-019 – Rocky Mountain Storage CUP Denial

Dear Chair and Commissioners,

I strongly urge you to uphold the unanimous denial of this application by the Planning and Zoning Commission.

The applicant's appeal does not identify legal error, simply disagrees with the outcome and attempts to reframe both the facts and the law. That is not a basis for reversal.

The Commission's decision is supported by substantial evidence. The record demonstrates clear incompatibility with surrounding residential uses, significant visual impacts along the Highway 55 scenic corridor, and unresolved concerns regarding traffic, safety, and site impacts. Under Valley County Code, a Conditional Use Permit must be denied if a project creates undue adverse impacts or is incompatible. The Commission found exactly that and the record supports it.

The applicant misstates the law. Compatibility is not limited to technical compliance; it includes visual, functional, and contextual impacts. The applicant's attempt to dismiss these as "aesthetic preferences" is incorrect. Similarly, the Comprehensive Plan is not optional—CUP decisions must be consistent with it, and the scenic corridor protections are directly relevant.

Traffic and safety concerns were not resolved. The applicant's reliance on ITD is misplaced. As their own appeal acknowledges, ITD's role is limited to highway operations. The County retains independent authority to evaluate safety and land use impacts. Those concerns remain.

Conditions cannot cure a fundamentally incompatible project. The applicant repeatedly suggests that any issue can be addressed through conditions. That is not the law. Where impacts are inherent (location, visibility, and intensity) denial is required.

The equal protection argument is meritless. The existence of another storage facility across Highway 55 does not make this site comparable. Land use decisions are site-specific, and the record supports materially different impacts here.

This was a unanimous decision following a full public process. It was reasoned, lawful, and supported by the record. Reversing it would undermine the County's own standards and expose the decision to challenge.

The correct and defensible outcome is clear:

Uphold the denial.

Sincerely,

Citizens of Valley County

From: Alex Sullivan [REDACTED]

Sent: Thursday, March 19, 2026 2:33 PM

To: Cynda Herrick <cherrick@valleycountyid.gov>

Subject: Public Comment – Appeal of SUB 25-019 Rocky Mountain Storage

To the Valley County Commissioners,

I am writing to express my support for the Planning and Zoning Commission's unanimous decision to deny the conditional use permit and preliminary plat for the proposed Rocky Mountain Storage subdivision at 14014 Highway 55.

While development is an important part of Valley County's future, this project raises significant concerns regarding compatibility with the surrounding area, visual impacts along a major scenic corridor, and long-term land use planning.

The proposed development would introduce 105 condominium storage units across nearly 18.5 acres along Highway 55. Projects of this scale can significantly impact the character of the community and the visual experience of residents and visitors traveling through this corridor. Even with proposed berming and landscaping, the scale and nature of the development would likely create an industrial-style presence that does not align with the rural and scenic character that Valley County residents value.

Additionally, the project includes multiple individually owned storage units with separate utility meters. This raises questions about long-term management, enforcement, and potential unintended uses that could be difficult to regulate once the project is subdivided and sold.

The Planning and Zoning Commission carefully reviewed the proposal and ultimately denied the application. Their unanimous decision reflects the seriousness of the concerns raised by both the commission and members of the public.

For these reasons, I respectfully ask the Board of County Commissioners to uphold the Planning and Zoning Commission's decision and deny the appeal.

Thank you for your time and consideration.

Sincerely, Alex Sullyvan

From: [REDACTED]

Sent: Monday, March 23, 2026 11:33 AM

To: Cynda Herrick <cherrick@valleycountyid.gov>

Subject: Appeal of PZ Commission Denial SUB 25-019 Rocky Mountain Storage

To the Valley County Commissioners.

I am writing to voice my opposition to SUB 25-019 Rocky Mountain Storage and to urge you to uphold the Planning and Zoning Commission unanimous decision to deny this project.

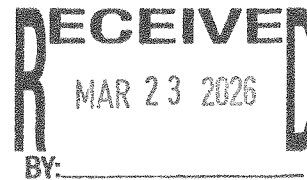
This 105 condominium storage units will certainly add to the already unsightly commercial sprawl between Lake Fork and McCall, which is a supposed scenic byway. The existing commercial buildings have very little if any landscaping which I thought was supposed to be part of their CUP's according to Valley County LUD Ordinance. The applicant certainly does not have a good track record when it comes to landscaping as witnessed by his Rocky Mountain Crane storage yard which is clearly visible from Highway 55.

I would suggest you enforce the landscaping plans that were approved for the commercial developments between Lake Fork and McCall before approving any additional commercial uses.

Thank you for accepting my comments and please deny this appeal.

John Humphries
108 Magnetic Rock Rd.
McCall, ID 83638

RE: Opposition to SUB 25-019 appeal



Dear Valley County Commissioners:

We urge you to deny the appeal of the Valley County Planning and Zoning Commission decision to deny SUB 25-019. P&Z nailed it in their unanimous decision for all of the reasons they cited, including traffic danger, further degradation of the Scenic Corridor, but but most notably the recognition of originally suspected and now apparent subterfuge in 2023.

Two of you here, currently Commissioners, and others involved, presciently expressed skepticism at the time, however you were adamantly told to your faces after direct questioning that no commercial use was planned. However, as published in Valley View, the current commercial expansion now sought was already planned as early as September 20, 2022, well prior to that 2023 testimony, as evidenced by an exposed engineering site plan on that date for this very project.

This strategy skillfully bypassed the otherwise required commercial permitting process which would have mandated, among other things, an analysis of ground water, impacts on the neighborhood, and of traffic patterns in this increasingly dangerous and congested section of Highway 55. Adding 105 additional commercial storage units, as requested, clearly increases those impacts.

You reluctantly and skeptically approved the project in 2023 and after similar skepticism from P&Z after testimonial assurance the units were solely for personal use, storing items such as boats and other recreational equipment and would not be used commercially. It was clearly set up for commercial use from the onset with individual power meters for each unit. In fact, after construction half of the units were then commercially rented.

This blatant strategy sets a precedent for bypassing future land use approval based on Multiple Use. Simply build a "personal" structure then come back with a commercial project claiming precedent use. The self-fulfilling claim now is that the project is compliant because there is already a storage facility on the property. This appears to have been the plan all along. Approval now sets up a precedent for others to use a similar strategy, bypassing the requisite process.

The Scenic Highway 55 approach to McCall is a dangerous, increasingly congested, chaotic, unsightly jumble, particularly around this project. This requires your recognition and and consideration of efforts to gain some semblance of control moving forward. Traffic here poses a grave risk to us all. Do you envision wall to wall storage units, warehouses and boat dealerships as representing a safe, scenic entrance to our community?

Valley County P&Z got this right for all of the right reasons. Please support their process and decision. The appeal process should not be a glide path to approval.

Citizens need to trust that our officials are looking out for us and are using consistent application of process. Thank you for your efforts to do so.

Scott Harris

Ilka Lane

McCall, Idaho

March 23, 2026

From: Dusty Bitton <dusty@pinetopmccall.com>
Sent: Monday, September 22, 2025 5:27 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Rob Pair <rpair@crestline-eng.com>; Tod Costello <tcostello@valleycountyid.gov>;
Lori Hunter <lhunter@valleycountyid.gov>
Subject: Re: Fw: Update on Activities at HWY 55 Storage Condominiums

Cynda

Thanks for your concern

I was installing the power for the current building that we are building for personal use and have a building permit for.

We will also be digging some propane tanks as a heads up to the people above us.

Thanks

From: Cynda Herrick <cherrick@valleycountyid.gov>
Sent: Thursday, September 18, 2025 3:00 PM
To: dusty@pinetopmccall.com <dusty@pinetopmccall.com>; Rob Pair <rpair@crestline-eng.com>
Cc: Tod Costello <tcostello@valleycountyid.gov>; Lori Hunter <lhunter@valleycountyid.gov>
Subject: Fw: Update on Activities at HWY 55 Storage Condominiums

Dusty,

You need to stop working on the site that we have received an application for a conditional use permit. You do not have an approved stormwater management plan or a site grading plan.

You have to have approval prior to doing any more site work.

If you have any questions, please give me a call.

(Lori...please document in our record.)

Thanks, Cynda

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....”

Service **T**ransparent **A**ccountable **R**esponsive

From: [REDACTED]
Sent: Thursday, September 18, 2025 2:18 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Lori Hunter <lhunter@valleycountyid.gov>; Tod Costello <tcostello@valleycountyid.gov>; Hannah Smith <hsmith@valleycountyid.gov>; Sherry Maupin <smaupin@valleycountyid.gov>
Subject: Update on Activities at HWY 55 Storage Condominiums

Hi Cynda –

I was just catching up on the September 11 P&Z meeting on YouTube, and was quite confused about what I heard versus what something I'm seeing in real time. During the discussion on the Prelim Plat application for the HWY 55 Storage Condos, P&Z Commissioners and staff appeared to be seeking confirmation that there would be no further construction or “Dirt Work” on site until the full permit was granted.

You can imagine my surprise when I compared that testimony to the actions I'm witnessing on site just a week later! Heavy equipment was used to pile dirt along the "irrigation canal" in question, a deep trench was excavated, and a lot of attention seemed to be given to the corner of the building that was suspiciously close to the high water mark.

I've been told that our county code doesn't include any "enforcement" for things like this, but this is a perfect example of why it needs to.

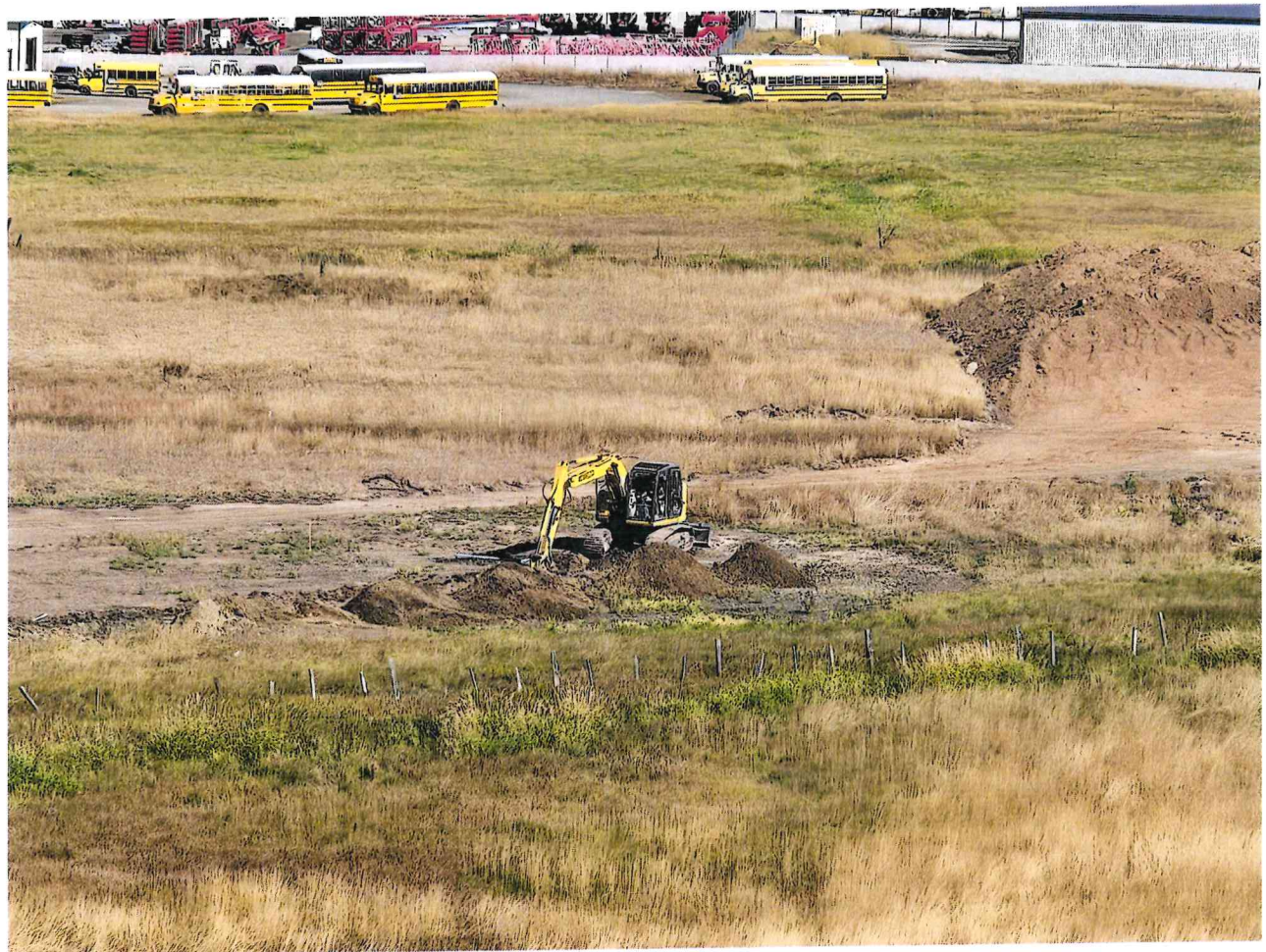
This applicant – who swore the already built phase 1 was for "personal use" just two years ago, happened to have the foresight to build it to commercial use standards. And now the site in question is being altered less than a week after all parties involved agreed that there is going to be no more work until permits are issued.

I'll share the photos I took from my yard today.

The trench and the piles of dirt next to the irrigation ditch are new today.

I know the staff is doing the best it can with the code on the books, but Valley County needs to find a way to do better!

Thanks,
April





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

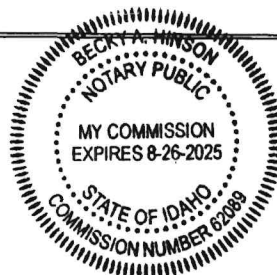
State of Idaho
County of Valley

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. Minson

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 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 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 ATTORNMEN T 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)**

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 ATTORNMENT 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 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:

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

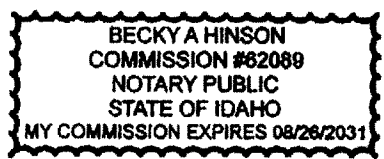
By: [Signature]
Authorized Signer for BP Properties LLC

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 Gusty L 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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

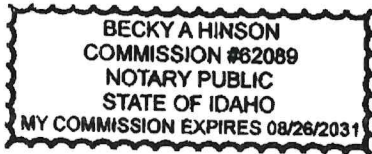
STATE OF Idaho)

)

COUNTY OF Valley)

) SS

This record was acknowledged before me on 11/26 20 25 by Elise S Britton
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

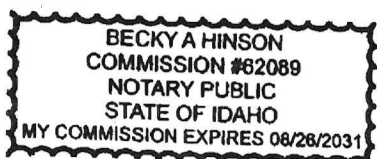
STATE OF Idaho)

)

COUNTY OF Valley)

) SS

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



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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

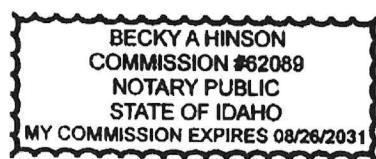
STATE OF Idaho)

)

COUNTY OF Valley)

) SS

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



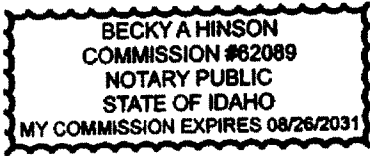
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**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. 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

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 ATTORNMEN T 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 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.

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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 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:

ROCKY MOUNTAIN EXCAVATION & EQUIPMENT RENTAL LLC

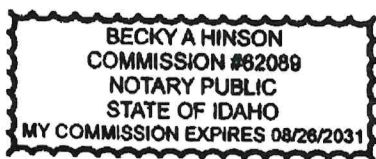
By: [Signature]
Authorized Signer for Rocky Mountain Excavation & Equipment Rental LLC

By: [Signature]
Authorized Signer for Rocky Mountain Excavation & Equipment Rental 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 Britton
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.



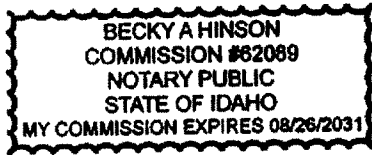
[Signature]
Notary Public In and for the State of Idaho
My commission expires 8/26/31

**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. Britton
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record

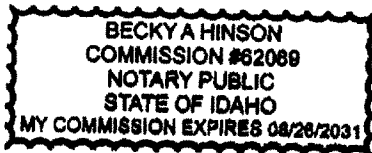


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

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

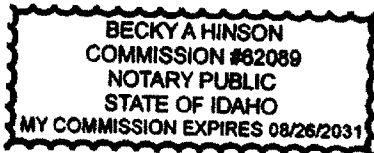


[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

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



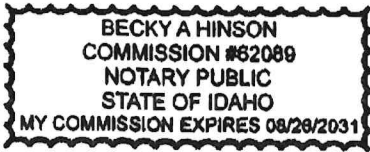
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**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 20 25 by Elise S Bifford
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

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 SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ 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 SE $\frac{1}{4}$ NE $\frac{1}{4}$, A 5/8" REBAR,

THENCE, NORTH 0°49'11" EAST, 137.90 FEET TO THE NORTHEAST CORNER OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$, 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 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 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:

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

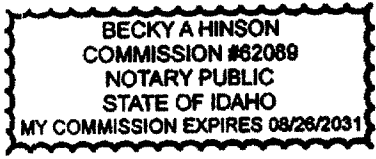
By: [Signature]
Authorized Signer for Pinetop Construction LLC

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.



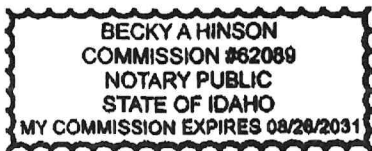
[Signature]
Notary Public in and for the State of Idaho
My commission expires 8/26/31

**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 20 25 by Elise S Bitton
Manager
and BP Properties LLC, a Idaho Limited Liability Company, is the maker of the foregoing record.

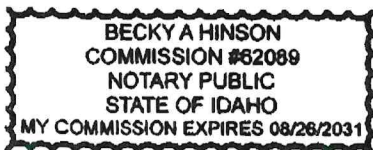


[Signature]
Notary Public In and for the State of Idaho
My commission expires 8/26/31

LENDER ACKNOWLEDGMENT

STATE OF Idaho)
)
) SS
COUNTY OF Valley)

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

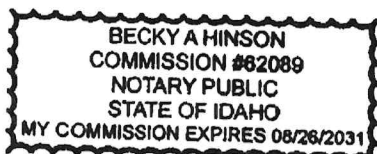


[Signature]
Notary Public In and for the State of Idaho
My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 20 25 by Dusty 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

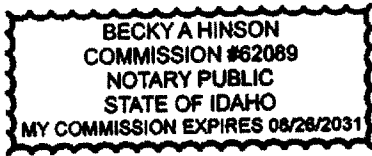
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Valley)

This record was acknowledged before me on 11/26 2025 by Elise S Bittorf

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

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- (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 ATTORNMENMENT 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 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)**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

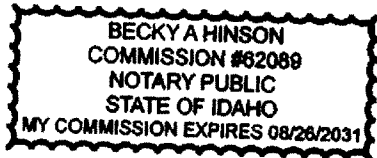
STATE OF Idaho)

) 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

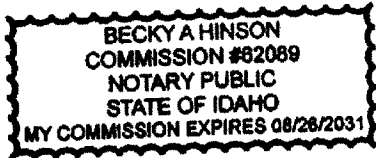
LENDER ACKNOWLEDGMENT

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

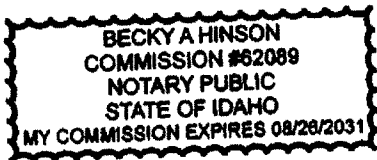
STATE OF Idaho)

) 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)**

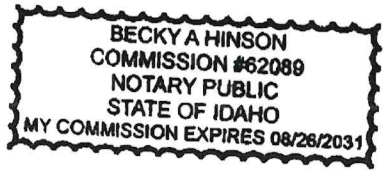
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)

) SS

COUNTY OF Valley)

This record was acknowledged before me on 11/26, 2025 by Elise S Britton
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