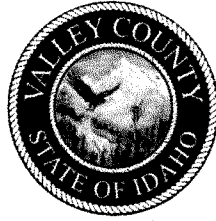


Valley County Planning and Zoning

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



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

STAFF REPORT: SUB 25-014 Herrick North – Final Plat
MEETING DATE: April 9, 2026
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
Planning and Zoning Director
**APPLICANT /
PROPERTY OWNER:** L&P Holdings LLC, c/o Philip Portsche and Ted Larson
12126 N 18th AVE, Boise, ID 83714
ENGINEER: Crestline Engineers
PO Box 2330, McCall, Idaho 83638
SURVEYOR: Dunn Land Surveys
25 Coyote Trail, Cascade ID, 83611
LOCATION: Parcel RP12N04E087220 and the roadway portion of
RP12N04E087204 located in the E ½ Section 8, T.12N, R.3E, Boise
Meridian, Valley County, Idaho
SIZE: 37.7 acres
REQUEST: Final Plat Approval

L&P Holdings LLC is requesting final plat approval. The commission will review the final plat to determine conformance with the preliminary plat, approved densities, and conditional use permit. Preliminary plat approval was for a 12-lot single-family residential subdivision on 36 acres. The final plat has 12 lots and additional acreage to include a roadway extension for Laurins Lane within the subdivision boundary.

Access would be from private roads onto State Highway 55. A shared driveway is noted on the final plat.

The fire suppression water storage tank is shown on the plat within Lot 7. The existing well house, 20-ft water line, and access easement are noted on the plat.

The applicant would like to provide financial guarantees for the remaining improvements. This includes the roadway improvements, Idaho Power trench installation, wildfire mitigation treatments, and the 30,000-gallon water tank for fire suppression.

FINDINGS:

1. Approval of the conditional use permit and preliminary plat were effective July 22, 2025.
2. The final plat application was submitted on March 9, 2026.

3. Legal notice was posted in the *Star News* on March 19, 2026, and March 26, 2026. This is not a public hearing.
4. Agency comment received regarding final plat:

Paul Ashton, Parametrix and Valley County Engineer, has reviewed and recommended approval of the Phase 4 Grading and Drainage Plans and Drainage Report. (October 23, 2025) Further review not required. (March 31, 2026)

Kathy Riffie, Valley County Cadastral Specialist Technician II, found no discrepancies. (March 17, 2026)

Steven Hull, Cascade Fire Chief, has been provided design drawings for a new steel water tank. After the tank has been installed, Cascade Rural Fire Protection District will verify that requirements are met. (February 6, 2026)

Mara Hlawatschek, Valley County Wildfire Mitigation Director, stated final approval of the Wildfire Mitigation Plan remains contingent upon verification that all required mitigation measures outline in the approved plan have been completed and inspected prior to final plat approval and/or issuance of building permits. (March 9, 2026)

Brent Copes, Central District Health, stated application, fees, and test holes have been completed. Ground water monitoring data, an engineering report, and other documents are required before signature. (march 27, 2026)

STAFF COMMENTS / QUESTIONS:

1. The applicant would like to provide financial guarantees for the remaining improvements. This must be approved by the Board of County Commissioners.
2. The final plat submittal included draft CCRs, Declaration of Private Road, Declaration of Utilities, and a Shared Driveway Agreement.
3. At the time of preliminary plat approval, Idaho Transportation Department stated that Herrick North is separate of the Herrick Hills subdivision that was originally conditioned for the turn lanes on Highway 55; therefore, ITD will allow the applicant to install the turn lanes prior to any Phase 2 development.

Approved Conditions of Approval Instrument # 2025-003481 and Staff Comments:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit. ✓
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit. ✓

4. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. ✓ **Parametrix, October 23, 2025**
5. The final plat shall be recorded within two years, or this permit will be null and void. **Must be recorded by July 22, 2027.**
6. Must be able to provide legal ingress/egress access through the private roads of Herrick Hills Subdivision No. 1. ✓ **Applicant's submittal includes a letter and documentation stating access is secured through a recorded perpetual easement.**
7. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat. **Crestline Engineering states this will be done.**
8. A letter of approval is required from Cascade Fire District. This should include approval of the Wildland Urban Interface Fire Protection Plan. **Cascade Fire will approve the tank after it has been installed and inspected. The Valley County Wildfire Mitigation Director Has approved the WUI plan.**
9. The location of any water storage tank for emergency response must be noted on the final plat. ✓ **Within Lot 7**
10. Must meet requirements of Idaho Transportation Department. ✓
11. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. Must upgrade fence to contain cattle. **The applicant have prepared a fencing plan; the neighboring property owners have not acknowledged the plan at this time. The fence has been upgraded to contain cattle. Fence maintenance will be the responsibility of lot owners per CCRs Section 8.2.**
12. All easements shall be shown on the final plat. ✓
13. A private road declaration shall be recorded with the final plat . ✓ **Has been submitted.**
14. A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber optics (conduit) . ✓ **Has been submitted.**
15. Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height. ✓ **CCRs 6.15**
16. Shall contact Cascade U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development. ✓ **Site has been designated.**
17. CCR's, if recorded, should address lighting, noxious weeds, septic maintenance, wildfire prevention, fire wise wildland urban interface landscaping requirements, low water/natural landscaping, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, and limit each lot to one wood-burning device. ✓ **Draft CCRs have been submitted.**
18. CCR's shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance. ✓ **CCRs 5.7**
19. The following notes shall be placed in the notes on the face of the final plat:
 - "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed." ✓
 - "All lighting must comply with the Valley County Lighting Ordinance." ✓

- “Only one wood burning device per lot.” ✓
 - “Surrounding land uses are subject to change.” ✓
20. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director. ✓ **March 9, 2026**

ATTACHMENTS:

- Conditional Use Permit
- Location Map
- Aerial Map
- Assessor Plat – T.12N R.4E Section 8
- Approved Preliminary Plat
- Responses
- Applicant’s Final Plat Submittal Received March 9, 2026
- Wildland Urban Interface Fire Protection Plan

END OF STAFF REPORT

Valley County Planning and Zoning

PO Box 1350 • 219 North Main Street
Cascade, ID 83611-1350
Phone: 208-382-7115
Email: cherrick@co.valley.id.us



Instrument # 2025-003481
Valley County, Cascade, Idaho
07-22-2025 09:18:29 AM Fees: \$0.00 Pages: 0
Douglas Miller Recorded for: VALLEY COUNTY #22
EX-001100 Recorder Deputy

A handwritten signature in black ink, appearing to be "De".

CONDITIONAL USE PERMIT SUB 25-014 Herrick North Subdivision

Issued to: L&P Holdings LLC
c/o Philip Portsche and Ted Larson
12126 N 18th AVE
Boise, ID 83714

Property Location: The site 36 acres and is parcel RP12N04E087220 located in the E ½ Section 8, T.12N, R.3E, Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of July 10, 2025. The Commission's decision stands, and you are hereby issued a Conditional Use Permit for SUB 25-014 with Conditions for establishing a single family residential subdivision as described in the application, staff report, and minutes.

The effective date of this permit is July 22, 2025.

Conditions of Approval:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
4. Must have an approved storm water management plan and site grading plan approved by

the Valley County Engineer prior to any work being done on-site.

5. The final plat shall be recorded within two years, or this permit will be null and void.
6. Must be able to provide legal ingress/egress access through the private roads of Herrick Hills Subdivision No. 1.
7. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.
8. A letter of approval is required from Cascade Fire District. This should include approval of the Wildland Urban Interface Fire Protection Plan.
9. The location of any water storage tank for emergency response must be noted on the final plat.
10. Must meet requirements of Idaho Transportation Department.
11. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. Must upgrade fence to contain cattle.
12. All easements shall be shown on the final plat.
13. A private road declaration shall be recorded with the final plat.
14. A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber optics (conduit).
15. Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.
16. Shall contact Cascade U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development.
17. CCR's, if recorded, should address lighting, noxious weeds, septic maintenance, wildfire prevention, fire wise wildland urban interface landscaping requirements, low water/natural landscaping, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, and limit each lot to one wood-burning device.
18. CCR's shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.
19. The following notes shall be placed in the notes on the face of the final plat:
 - "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
 - "All lighting must comply with the Valley County Lighting Ordinance."
 - "Only one wood burning device per lot."
 - "Surrounding land uses are subject to change."
20. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director.

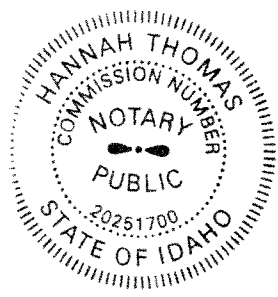
END CONDITIONAL USE PERMIT

Date July 22, 2025

Approved by Cynda Herrick

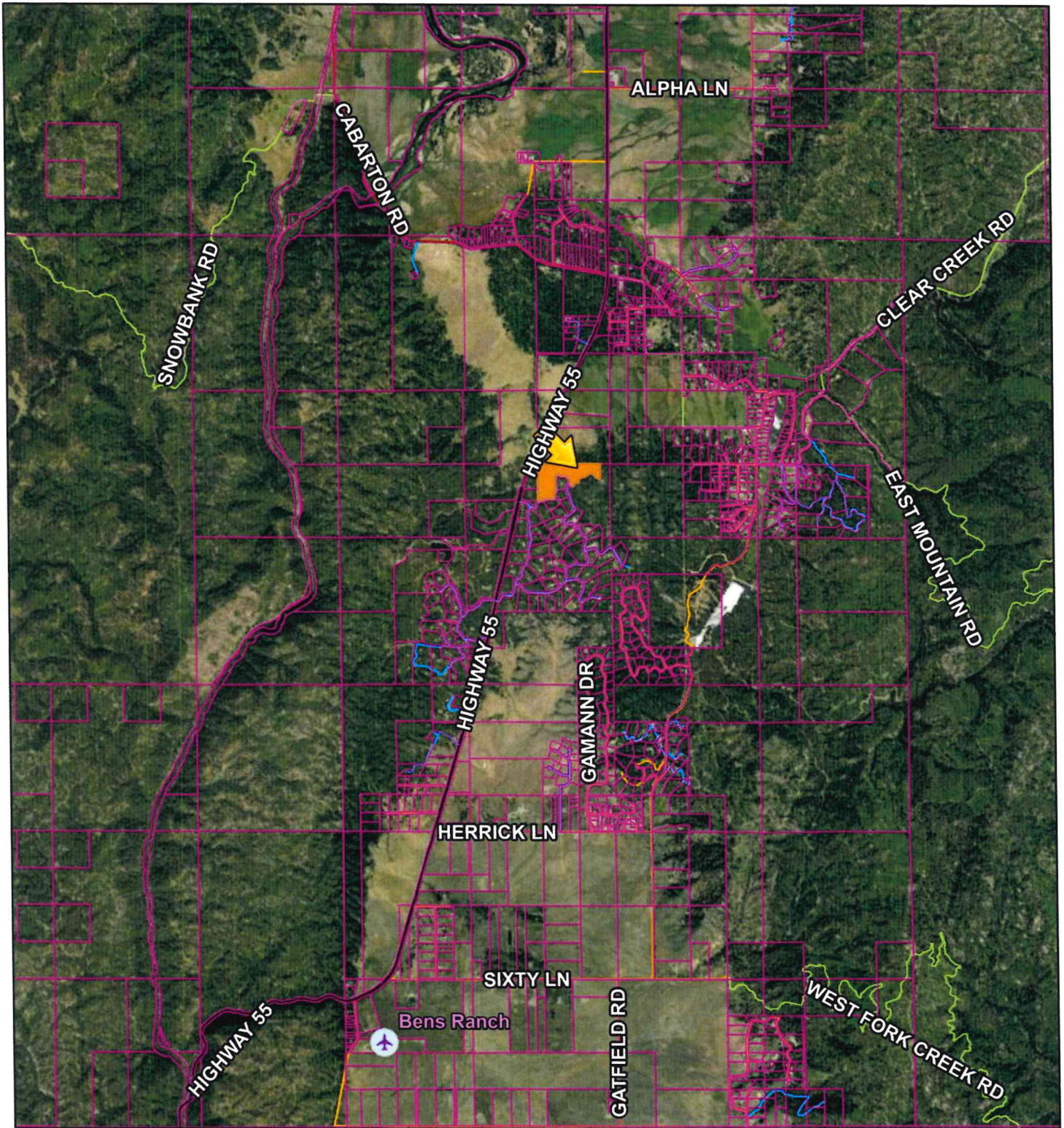
On this 22 day of July, 2025, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



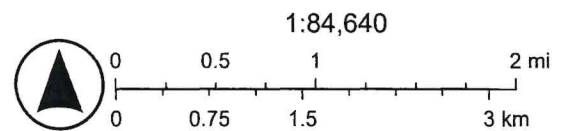
Hannah Thomas
Notary Public
Residing at: Valley County
Commission Expires: 9/00/31

SUB 25-014 Location Map



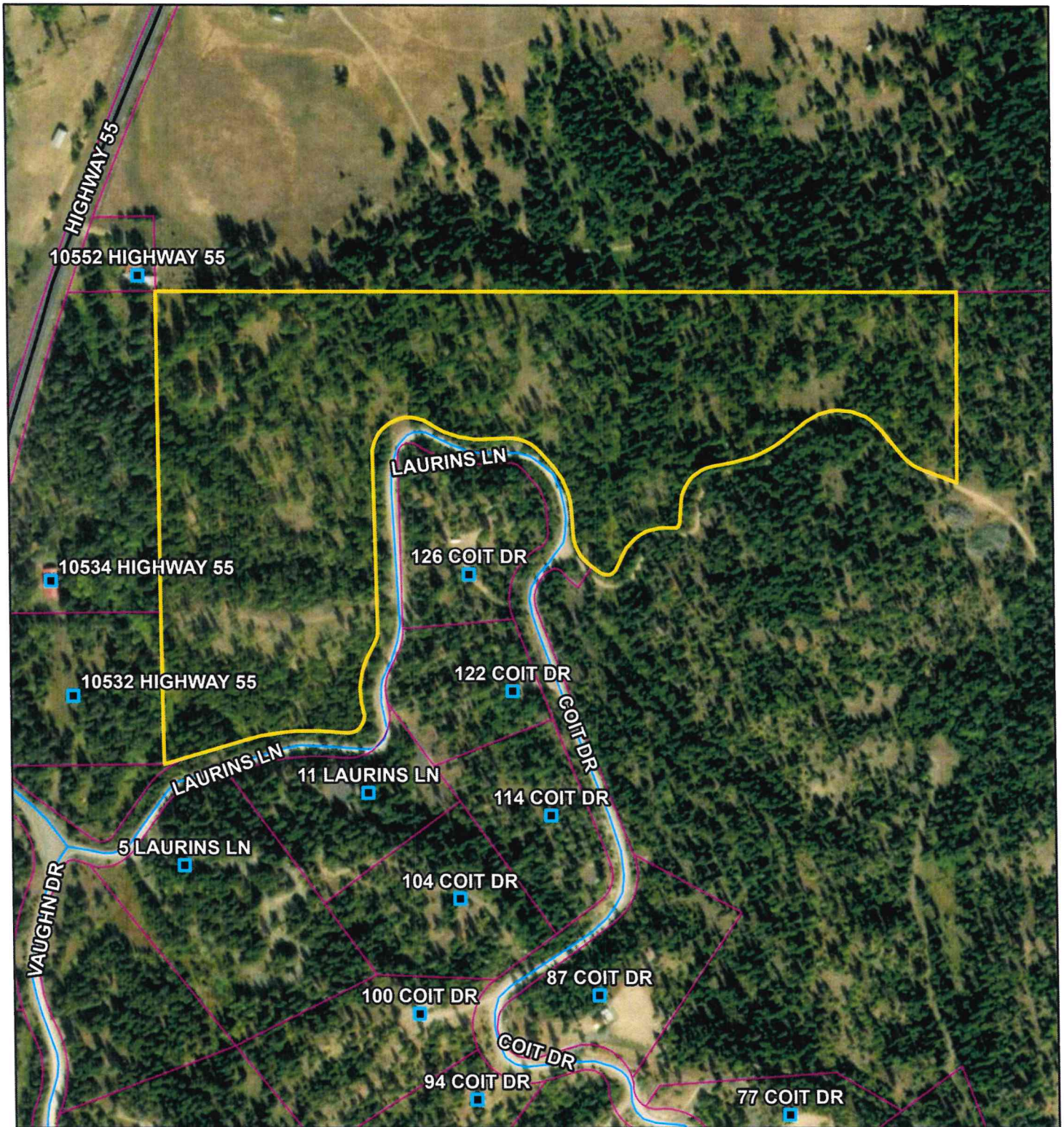
6/4/2025, 11:31:05 AM

-  Airstrips
-  Parcel Boundaries



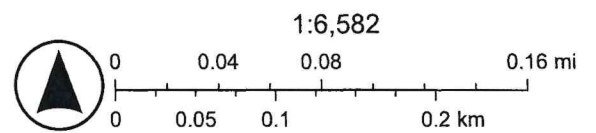
Earthstar Geographics

SUB 25-014 Aerial Map



6/4/2025, 10:54:03 AM

- Address Points
- ▭ Parcel Boundaries



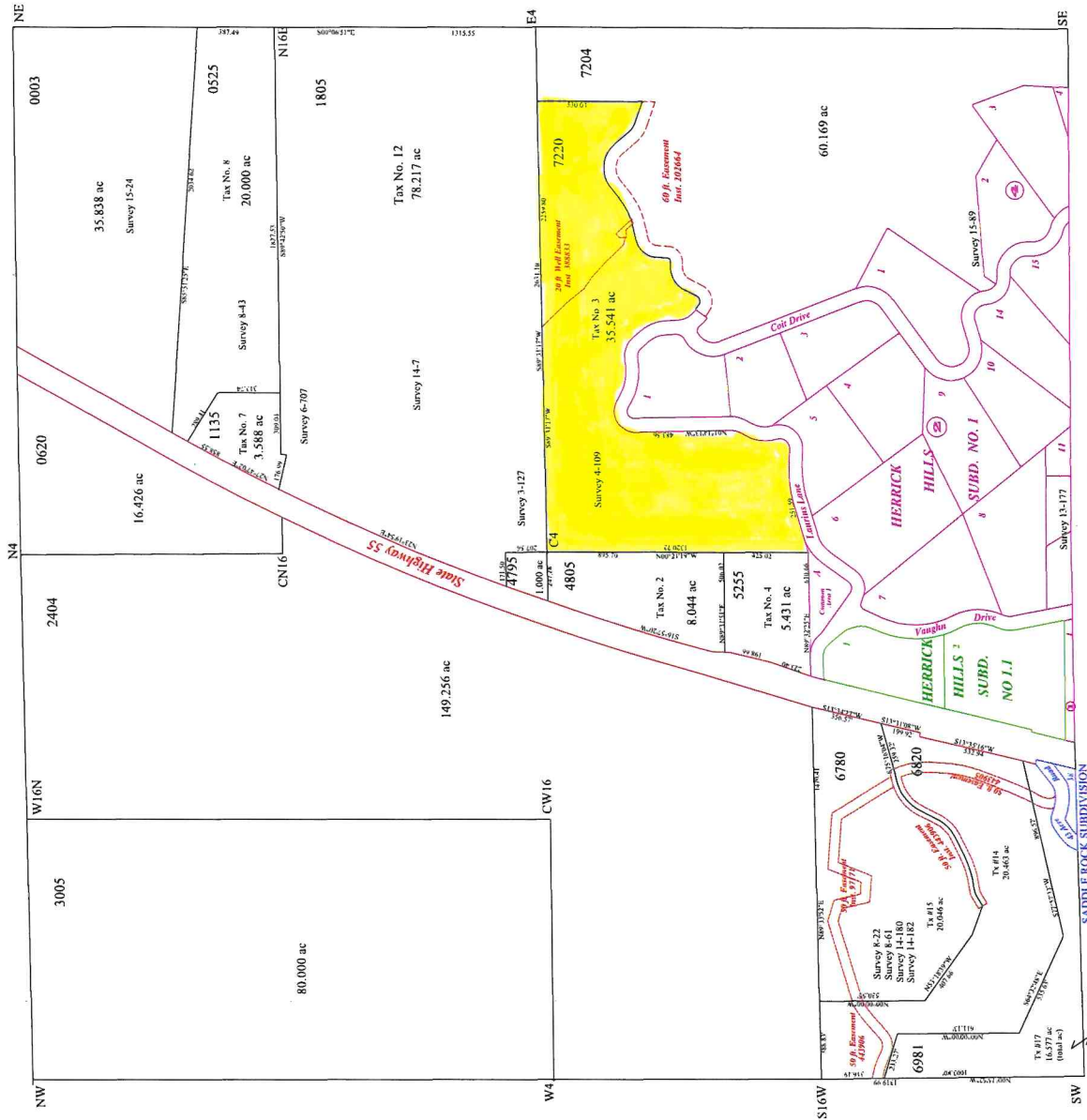
Maxar

PLAT TITLE

T W P . 1 2 N R O 4 E S E C . 0 8

VALLEY COUNTY
Cartography Dept.
Assessor's Office
Cascade, ID 83611

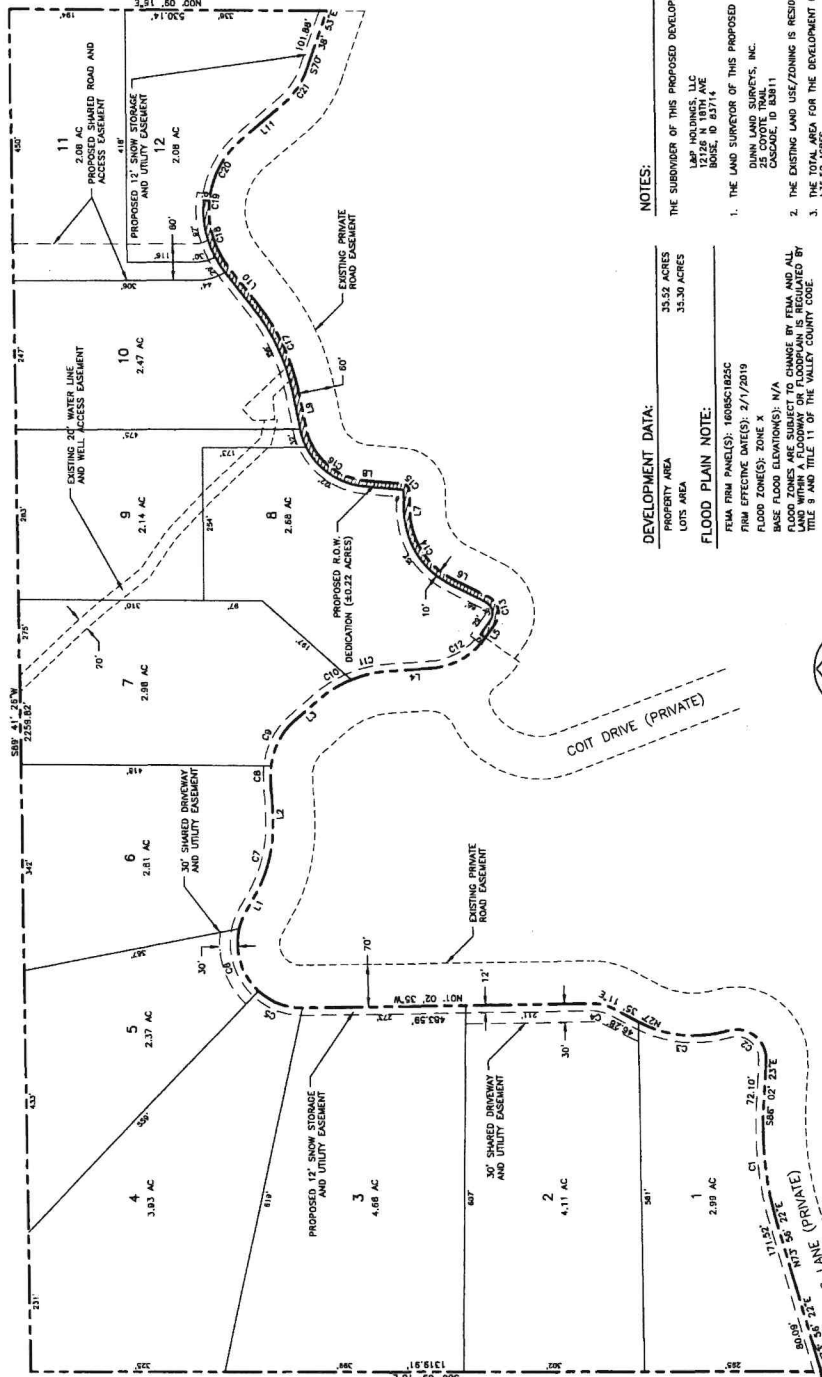
Filename:
Valley County Base Map
Scale: 1" = 400 ft.
Date: 1/2/2026
Drawn by: L. Frederick



This Drawing is to be Used for Reference Purposes ONLY. The County is NOT Responsible for Any Inaccuracies Contained Herein.

PRELIMINARY PLAT - HERRICK NORTH

A RESIDENTIAL SUBDIVISION LOCATED IN
NW 1/4 OF THE SE 1/4 OF SECTION 8
T.12N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2025



CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	203.44	382.21	20.02	N03°56'58"E	203.41
C2	94.75	48.03	110.72	N30°35'58"E	80.68
C3	152.88	197.53	44.35	N5°24'48"E	146.10
C4	30.74	71.53	28.83	N13°16'18"E	30.34
C5	79.86	105.33	43.44	N20°40'38"E	77.86
C6	112.86	105.33	61.45	N73°07'20"E	107.63
C7	133.74	236.85	32.35	S78°03'54"E	131.97
C8	19.22	117.71	9.38	S87°33'47"E	19.20
C9	85.73	117.71	41.73	S42°01'18"E	83.84
C10	65.32	109.87	16.74	S31°47'12"E	65.03
C11	85.35	199.87	16.74	S13°02'30"E	85.03
C12	110.06	124.10	50.81	S29°04'47"E	106.49
C13	52.90	30.52	99.31	N75°50'09"E	46.52
C14	138.52	124.93	63.99	N58°08'03"E	132.38
C15	21.10	14.13	86.57	N47°21'25"E	19.20
C16	141.04	109.84	74.11	N41°37'35"E	131.41
C17	160.89	343.35	26.87	N65°14'59"E	158.52
C18	118.42	151.90	44.09	N73°51'37"E	115.52
C19	236.83	153.90	88.17	S84°05'48"E	214.15
C20	118.42	153.90	44.09	S82°03'12"E	115.52
C21	71.32	133.88	30.56	S55°17'33"E	70.47

LINE	LENGTH	START NORTHING	START EASTING	END NORTHING	END EASTING
L1	29.97	91820.777	257988.440	91820.741	257995.386
L2	70.18	91873.960	257723.448	91876.705	257793.580
L3	53.63	91836.554	257786.808	91846.173	257892.106
L4	68.30	91937.553	255797.035	91939.395	255797.410
L5	28.19	91914.378	255802.187	91918.869	255805.931
L6	62.23	91921.753	255806.038	91927.088	255812.236
L7	30.97	91940.053	255827.885	91938.878	255826.654
L8	61.09	91932.890	255822.775	91943.871	255827.843
L9	61.62	91951.098	255837.434	91954.182	255843.358
L10	74.53	91966.977	255850.225	91967.052	255863.812
L11	92.33	91915.027	255865.823	91944.308	255891.185

DEVELOPMENT DATA:
PROPERTY AREA: 33.32 ACRES
LOTS AREA: 33.30 ACRES

FLOOD PLAIN NOTE:
FROM FIRM PANEL(S): 16085C1820C
FIRM EFFECTIVE DATE(S): 2/7/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): N/A
LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

LEGEND:
--- PROPERTY BOUNDARY
--- EXISTING RIGHT-OF-WAY
--- PROPOSED EASEMENT LINE
--- PROPOSED RIGHT-OF-WAY
--- PROPOSED EASEMENT LINE
--- PROPOSED LOT LINE
--- ADJACENT PROPERTY LINE

NOTES:
THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS:
LAP HOLDINGS, LLC
12126 N 18TH AVE
BOISE, ID 83714

1. THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:
DUAN LAND SURVEYS, INC.
25 COUNTY ROAD
CASHWA, ID 83411

2. THE EXISTING LAND USE/ZONING IS RESIDENTIAL.

3. THE TOTAL AREA FOR THE DEVELOPMENT IS APPROXIMATELY 33.32 ACRES.

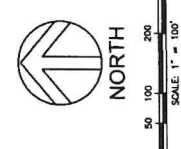
4. REFER TO SHEET NO. EX-2 FOR EXISTING CONDITIONS AND ENCUMBRANCES.

5. SETBACKS WILL COMPLY WITH VALLEY COUNTY STANDARDS.

6. ALL LIGHTING MUST BE DARK SKY COMPLIANT.

7. ONLY ONE WOOD BURNING DEVICE PER LOT.

8. THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.



HERRICK NORTH VALLEY COUNTY, IDAHO PRELIMINARY PLAT		323 DEINHARD LANE, SUITE C - PO BOX 2330 MCCALL, IDAHO 83638 208.634.4140 · 208.634.4146 FAX	
NO.	BY	DATE	DESIGN
			RFP
			DRAWN
			LSE
			CHECKED
			AMD
			APPROVED
			AMD

Parametrix No. 314-4875-001 – Task 02.137

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Director
219 North Main Street
PO Box 1350
Cascade, ID 83611

Re: Herrick North Subdivision – Revised Grading and Drainage Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above-referenced revised plans and drainage report against the current Valley County (VC) Private and Public Road standards. Per our review and in coordination with the owner/engineer, the plan meets the required standards; therefore, we are recommending approval of the documents.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX



Paul Ashton, PE

cc: Jeff McFadden/Valley County Road Department
Anthony Dini, P.E./Crestline Engineers
Gregg Tankersley, P.E./Crestline Engineers



Parametrix No. 314-4875-001

Kerstin Dettrich
Valley County Road and Bridge Director
520 South Front Street
P.O. Box 672
Cascade, ID 83611

Re: April 9, 2026, Planning and Zoning Commission Agenda Items

Dear Kerstin:

We have reviewed the items listed in the April 9, 2026, Valley County (VC) Planning and Zoning Commission agenda and have the following comments for your consideration:

Old Business:

1. C.U.P. 25-032 McClellan/Smith Solar Panels

Not reviewed (No information attached).

2. SUB 25-021 Hummingbird Haven Subdivision – Preliminary and Final Plat

Not reviewed (No information attached).

New Business:

1. SUB 26-003 Green Acres Subdivision – Preliminary Plat

Detailed site grading and drainage plans and drainage design documentation signed by a licensed PE for the site improvements to Vickery Court and Green Acres Drive (both private roads) are required for review and approval by the Valley County engineer. Additional stormwater resulting from site improvements will need to be retained on site and addressed in the design and calculations. Improvements to offsite drainage features may be required. Appropriate temporary and permanent best management practices (BMPs) and erosion control measures are required to protect adjacent properties, waterways, and roadway ditches.

All proposed roadways within the development shall meet the criteria outlined in the Valley County Minimum Standards for Private/Public Road Design and Construction. The proposed 26-foot width for Green Acres Drive does not meet the 28-foot minimum required by the Valley County Road Standards; therefore, a variance will be required.

A traffic impact study is not required for this 4-lot subdivision; however, a development agreement identifying public road impacts may be required.

2. C.U.P. 26-003 Lamon Solar Panels

The solar panels have already been installed so there are no new changes to site topography and no impacts to roads. Not reviewed.

3. C.U.P. 26-004 Maxton Short-Term Rental

Not reviewed (Postponed to May 14, 2026)



4. C.U.P. 21-07 Jug Mountain Ranch Storage Units - Extension Request

Extension request. Original CUP conditions and review apply.

5. SUB 26-004 Orange Sky Subdivision - Preliminary Plat

Not reviewed (Postponed to May 14, 2026)

6. SUB 26-005 Pine Creek Ranck South Subdivision - Preliminary Plat

Not reviewed (Postponed to May 14, 2026)

7. C.U.P. 21-05 Lake Fork Industrial Center - Extension Request

Extension request. Original CUP conditions and review apply.

8. C.U.P. 26-005 Amendment to C.U.P. 25-025 Intermountain Sports Rentals and Repair

Placement of the containers does not require site grading and drainage plans. No further review required.

Final Plats:

1. C.U.P. 24-13 Saddle Rock Subdivision Phase 4 - Final Plat

Further review not required.

2. C.U.P. 24-02 River Fork Ranch - Final Plat

Further review not required.

3. SUB 25-04 Herrick North - Final Plat

Further review not required.

Please contact me if you have any questions.

Sincerely,

Parametrix



Paul Ashton, PE



Valley County Assessor's Office

P.O. Box 1350 • 700 S. Main Street
Cascade, Idaho 83611-1350
Phone (208) 382-7126 • Fax (208) 382-7187



Department of Motor Vehicles
Phone (208) 382-7141 • Fax (208) 382-7187

SUE LEEPER
Assessor
sleeper@valleycountyid.gov

DEEDEE GOSSI
Chief Deputy Assessor
kgossi@valleycountyid.gov

March 17, 2026

Cynda Herrick
Valley Co. P&Z Administrator
Valley County Courthouse
Cascade, Idaho 83611

RE: Final Plat Review "Herrick North Subdivision"

Dear Cynda,

This letter is in response to your request for our office to review the final plat of the above-mentioned subdivision.

I have run a traverse of the subdivision boundary from the legal description provided on the Certificate of Owners. Enclosed you will find a copy. This **2027** proposed plat is referenced on the Assessment Rolls as TAX NO. 3 IN N/2 SE4 S8 T12N R4E and PT. SE4 S8 T12N R4E. The parcel number(s) and ownership are as follows:

RP12N04E087220 – L and P Holdings LLC
RP12N04E087204 (Portion of) – Cascade South Inc

I have enclosed a copy of the GIS plat with this proposed plat highlighted.

We have found no discrepancies for this version of the plat.

Please feel free to contact our office with any further questions or inquiries. Thank you for allowing us the opportunity to review this plat.

Sincerely,

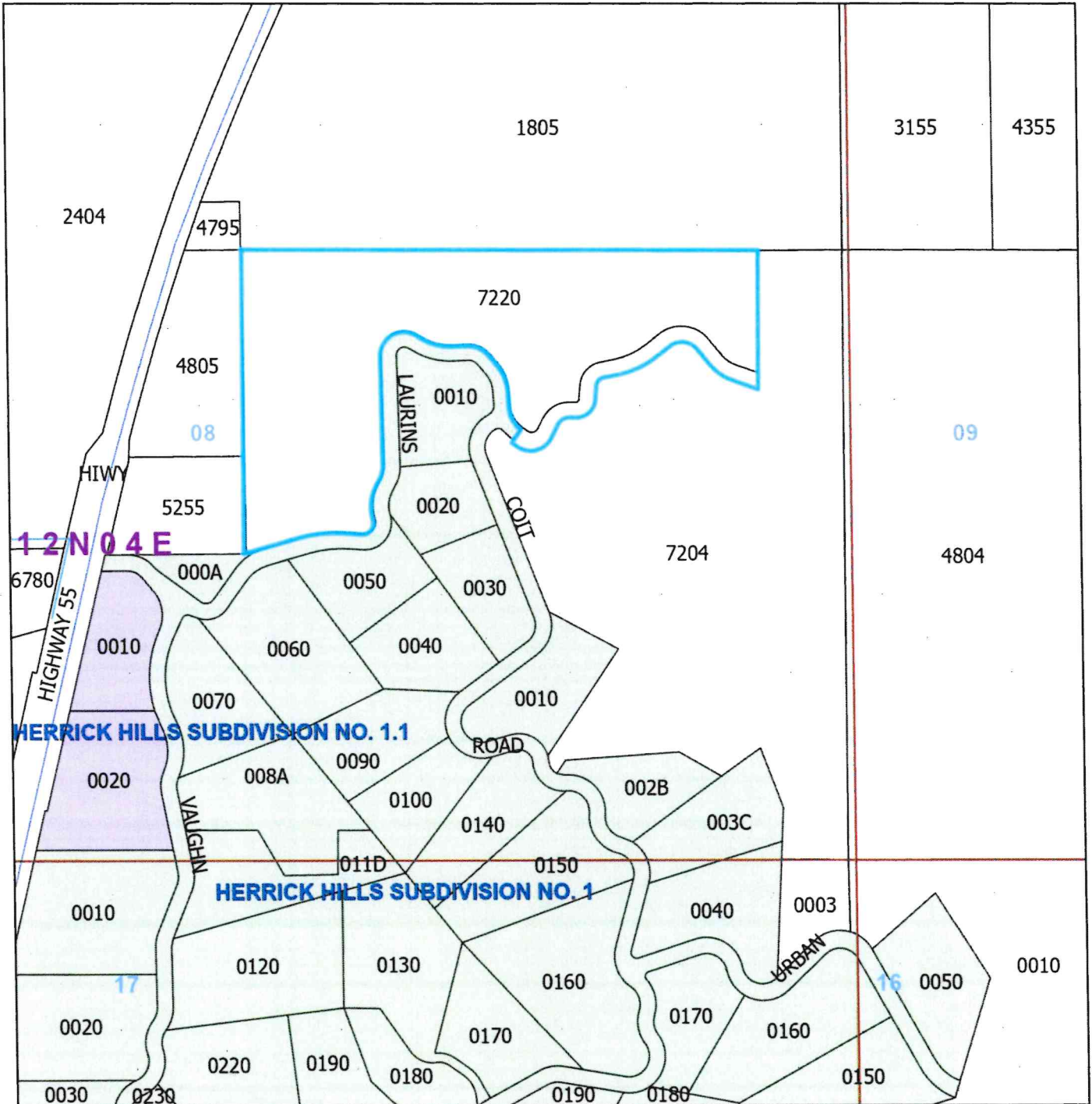
Kathy Riffie
Cadastral Specialist Technician II
Valley County Cartography Department

Enclosures

Cc: Dan Dunn, Dunn Land Surveys, Inc; Ralph Miller, Acting Valley County Surveyor

Proposed Herrick North Subdivision

RP12N04E087220 & Portion of RP12N04E087204



Legend

- Township
- Section
- Parcels



Date: 2/18/2026
By: kriffie

This map or drawing is to be used for reference purposes only.
The County is not responsible for any inaccuracies contained herein.

Coordinate System: NAD 1983 StatePlane Idaho West FIPS 1103 Feet

N

0 0.05 0.1
mi



Cascade Rural Fire Protection District
P. O. Box 825
109 East Pine Street
Cascade, Idaho 83611-0825
208.382.3200 – Phone
208.382.4222 – Fax

February 6, 2026

To: Cynda Herrick
Valley County Planning and Zoning Administrator

RE: Herrick North fire suppression underground water tank

I have collaborated with Ted Larson, the developer of Herrick North subdivision, to fulfill the requirement for the installation of a 30,000-gallon underground water tank. My involvement in the project includes working with Mr. Larson on the tank's design to ensure compliance with CRFPD standards. Mr. Larson has provided me with design drawings from Used Tank Sales Inc., detailing a new steel tank engineered to meet all necessary CRFPD specifications. After the tank has been installed according to the manufacturer's specifications, CRFPD will draft water from the tank to verify that it meets CRFPD's requirements.

Respectfully,

Steven Hull
Fire Chief
Cascade Rural Fire District
steve@cascaderuralfire.com

From: Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
Sent: Monday, March 9, 2026 3:34 PM
To: Rob Pair <rpair@crestline-eng.com>
Cc: Philip Portsche <tangolead82@gmail.com>; Steve Hull <steve@cascaderuralfire.com>; Cynda Herrick <cherrick@valleycountyid.gov>; John Lillehaug <john@allaboutforestry.com>
Subject: Re: SUB 25-014 Herrick North - WUI Fire Protection Plan Approval

Hi,

Thank you for the update regarding the Herrick North development.

The development has elected to financially guarantee the completion of the Herrick North wildfire mitigation treatments and water tank. This financial guarantee will be held with Valley County Planning & Zoning (P&Z) until the required work has been completed.

Once the work is accomplished, please reach out to the respective parties to schedule inspections and verification:

- Cascade Fire District for water, access, and commercial development requirements
- Valley County Wildfire Mitigation Director for wildfire mitigation treatments

Final approval will remain contingent upon verification that all required mitigation measures outlined in the approved wildfire mitigation plan have been completed and inspected. Please let me know if you have any questions.

From: Rob Pair <rpair@crestline-eng.com>
Sent: Tuesday, March 3, 2026 9:05 AM
To: Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
Cc: Philip Portsche <tangolead82@gmail.com>; Cynda Herrick <cherrick@valleycountyid.gov>
Subject: SUB 25-014 Herrick North - WUI Fire Protection Plan Approval

Hi Mara,

We are working to compile all of the documents needed for the Final Plat for Herrick North Subdivision, SUB 25-014. Condition of approval #20 states "Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director."

I have attached a copy of the Wildland Urban Interface Fire Protection Plan prepared by John Lillehaug for your review and approval. Please let us know if you have any questions and/or comments.

Thank you for your time in advance,

Rob

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

Crestline Engineers, Inc.
323 Deinhard Lane, Suite C
PO Box 2330 | McCall, Idaho 83638
T 208.634.4140 | C 208.315.7450 | F 208.634.4146
www.crestline-eng.com

Valley County Wildfire Mitigation

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350



Phone (208) 382-7145 x 1404
Cell (208) 817-1103

MARA HLAWATSCHEK

Program Director

mhlawatschek@co.valley.id.us

March 9th, 2026

To whom it may concern,

The **Wildfire Mitigation Director** has reviewed the Wildfire Mitigation Plan submitted for the **Herrick North**. The plan was prepared in compliance with Valley County Code, Chapter 7 – Wildland Urban Interface Fire Protection Plan.

The Wildfire Mitigation Plan has been **approved and no additional request**. The approved plan adequately identifies wildfire risks associated with the proposed subdivision and includes appropriate mitigation measures to reduce as it pertains to wildfire mitigation treatments. Respective Fire District should be consulted for water, access and commercial development requirements within the Subdivision WUI Fire Protection Plan.

This development has elected to financially guarantee the completion of the Herrick North wildfire mitigation treatments and 30,000 gallon water storage tank. Final approval remains contingent upon verification that all required mitigation measures outlined in the approved plan have been completed and inspected.

Required inspections shall occur prior to final plat approval and/or issuance of building permits, as determined by Valley County. Inspections for water, access, and commercial development requirements shall be requested through the Cascade Fire District. Wildfire mitigation treatments shall be requested and approved by the Valley County Wildfire Mitigation Director.

This decision is effective on the date of approval and shall remain in effect unless modified or revoked in accordance with Valley County Code.

Thank you

Mara Hlawatschek

Mara Hlawatschek
Wildfire Mitigation Director
mhlawatschek@valleycountyid.gov
208-817-1103



Valley County Transmittal
Division of Community and Environmental Health

Return to:

- Cascade
- Donnelly
- McCall
- McCall Impact
- Valley County

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat SUB 25-04 Herrick North

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water waste flow characteristics
 - bedrock from original grade other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage community sewage system community water well
 - interim sewage central water
 - individual sewage individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage community sewage system community water
 - sewage dry lines central water
- 10. Run-off is not to create a mosquito breeding problem
- 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 13. We will require plans be submitted for a plan review for any:
 - food establishment swimming pools or spas child care center
 - beverage establishment grocery store

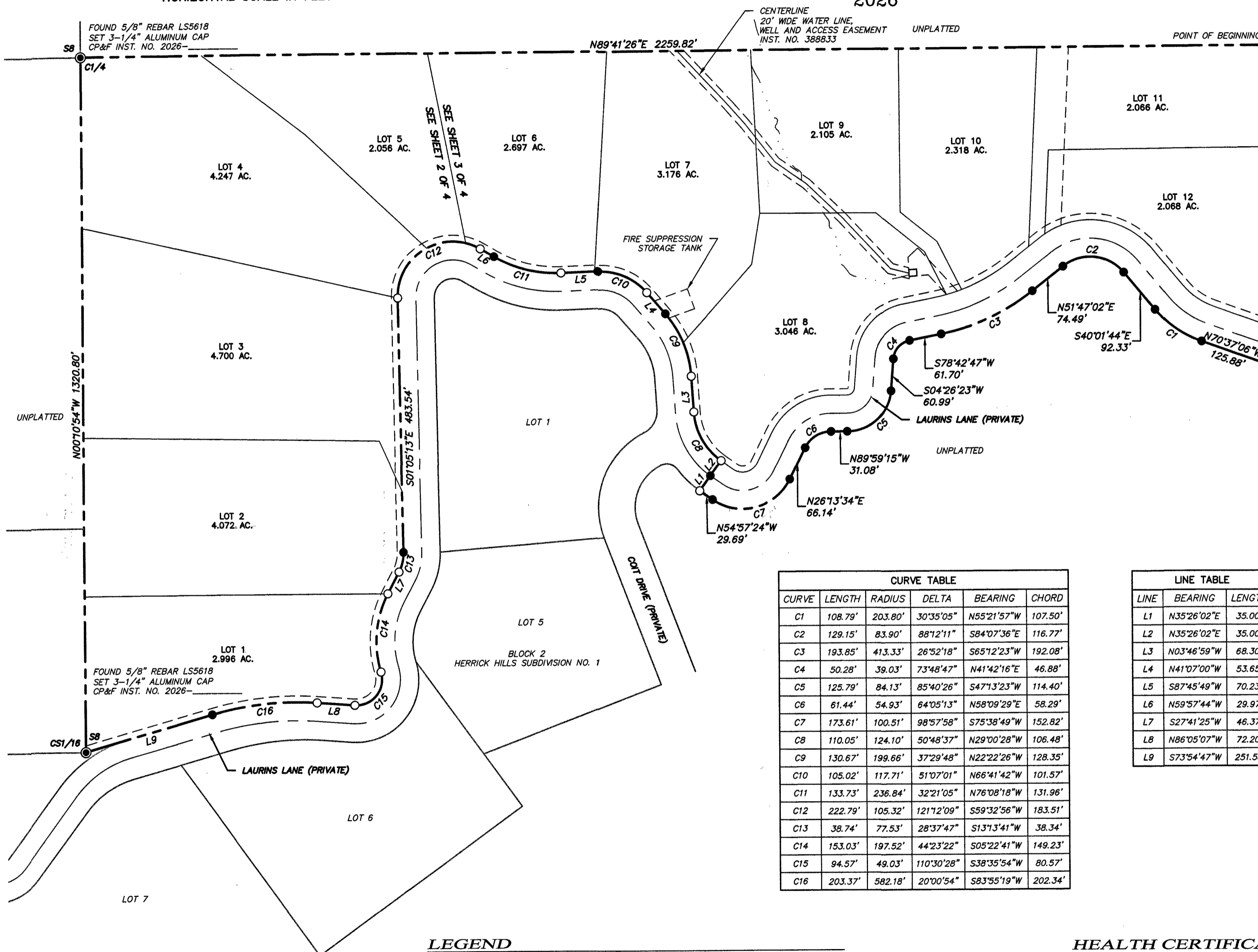
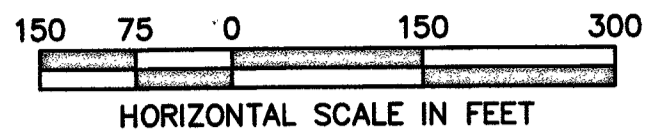
14. Sub application, fees and test holes have been completed.
CDH requires ground water monitoring data, an engineering
report, and other documents below Signature: Boyd C... Reviewed By: _____

Date: 3 127 126

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026

RECEIVED
MAR 16 2026
BY: _____



S8 S9
1/4
FOUND 2-1/2" ALUMINUM CAP
RLS 848
CP&F INST. NO. 124887

NOTES

- ALL ROADS AND ROAD RIGHTS OF WAY WITHIN THE BOUNDARIES DEPICTED ON THIS FINAL PLAT ARE PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE HERRICK NORTH SUBDIVISION HOMEOWNERS ASSOCIATION, INC. AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS BEING RECORDED CONCURRENTLY WITH THIS FINAL PLAT WITH THE OFFICE OF RECORDER OF VALLEY COUNTY, IDAHO, AS INSTRUMENT NUMBER _____.
- SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED AS INSTRUMENT NO. 2026-_____.
- SEE SHARED DRIVEWAY MAINTENANCE AGREEMENT RECORDED AS INSTRUMENT NO. 2026-_____.
- ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO A PERMANENT PERPETUAL AND NON-EXCLUSIVE DRAINAGE EASEMENT, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE, SUB-DRAINAGE AND SURFACE WATER MANAGEMENT FEATURES, FACILITIES AND IMPROVEMENTS RESERVED IN FAVOR OF THE DECLARANT AND THE ASSOCIATION. SEE STORM WATER DRAINAGE REPORT FOR HERRICK NORTH SUBDIVISION ON FILE IN THE OFFICE OF THE VALLEY COUNTY PLANNING AND ZONING ADMINISTRATOR.
- ALL PROPERTIES SHOWN ON THIS FINAL PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF CONDITIONAL USE PERMIT NO. 25-014, AS ISSUED AND MODIFIED BY VALLEY COUNTY, IDAHO.
- THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3805, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE.
- THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOT DEPICTED ON THIS FINAL PLAT.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEMS APPROVED IN ANY SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
- REFER TO WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN FOR HERRICK NORTH SUBDIVISION RECORDED AS INST. NO. 2026-_____.
- SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
- ONLY ONE WOOD BURNING DEVICE PER LOT WILL BE ALLOWED.
- ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
- FEMA FLOOD PANEL(S): 16085C1825C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	108.79'	203.80'	30°35'05"	N55°21'57"W	107.50'
C2	129.15'	83.90'	88°12'11"	S84°07'36"E	116.77'
C3	193.85'	413.33'	26°52'18"	S65°12'23"W	192.08'
C4	50.28'	39.03'	73°48'47"	N41°42'16"E	46.88'
C5	125.79'	84.13'	85°40'26"	S47°13'23"W	114.40'
C6	61.44'	54.93'	64°05'13"	N58°09'29"E	58.29'
C7	173.61'	100.51'	98°57'58"	S75°38'49"W	152.82'
C8	110.05'	124.10'	50°48'37"	N29°00'28"W	106.48'
C9	130.67'	199.66'	37°29'48"	N22°22'26"W	128.35'
C10	105.02'	117.71'	51°07'01"	N66°41'42"W	101.57'
C11	133.73'	236.84'	32°21'05"	N76°08'18"W	131.96'
C12	222.79'	105.32'	121°12'09"	S59°32'56"W	183.51'
C13	38.74'	77.53'	28°37'47"	S13°13'41"W	38.34'
C14	153.03'	197.52'	44°23'22"	S05°22'41"W	149.23'
C15	94.57'	49.03'	110°30'28"	S38°35'54"W	80.57'
C16	203.37'	582.18'	20°00'54"	S83°55'19"W	202.34'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N35°26'02"E	35.00'
L2	N35°26'02"E	35.00'
L3	N03°46'59"W	68.30'
L4	N41°07'00"W	53.65'
L5	S87°45'49"W	70.23'
L6	N59°57'44"W	29.97'
L7	S27°41'25"W	46.37'
L8	N86°05'07"W	72.20'
L9	S73°54'47"W	251.58'

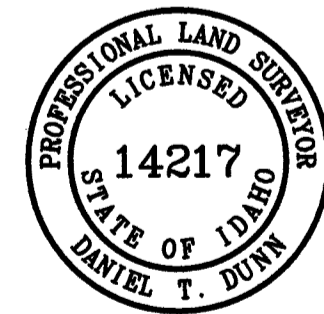
- LEGEND**
- SUBDIVISION BOUNDARY
 - LOT LINE
 - CENTERLINE
 - EASEMENT LINE
 - QUARTER SECTION LINE
 - EXISTING LOT OR PARCEL LINE
 - SET 3-1/4" ALUMINUM CAP MONUMENT ON FOUND 5/8" REBAR
 - SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
 - ◎ FOUND 2-1/2" ALUMINUM CAP MONUMENT
 - FOUND 5/8" REBAR LS5618
 - CALCULATED POINT, NO MONUMENT SET OR FOUND

BASIS OF BEARING
HORIZONTAL DATUM BASED ON IDAHO STATE PLANE, IDAHO WEST ZONE 1103. COORDINATES WERE DERIVED FROM GPS OBSERVATIONS AND PROJECTED TO GROUND BY APPLYING A SCALE FACTOR OF 1.0002884423 TO GRID VALUES. DISTANCES ARE GROUND DISTANCES AND ARE IN U.S. SURVEY FEET.

HEALTH CERTIFICATE
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CENTRAL DISTRICT HEALTH, EHS _____ DATE _____

INST. NO. _____



SHEET 1 OF 4

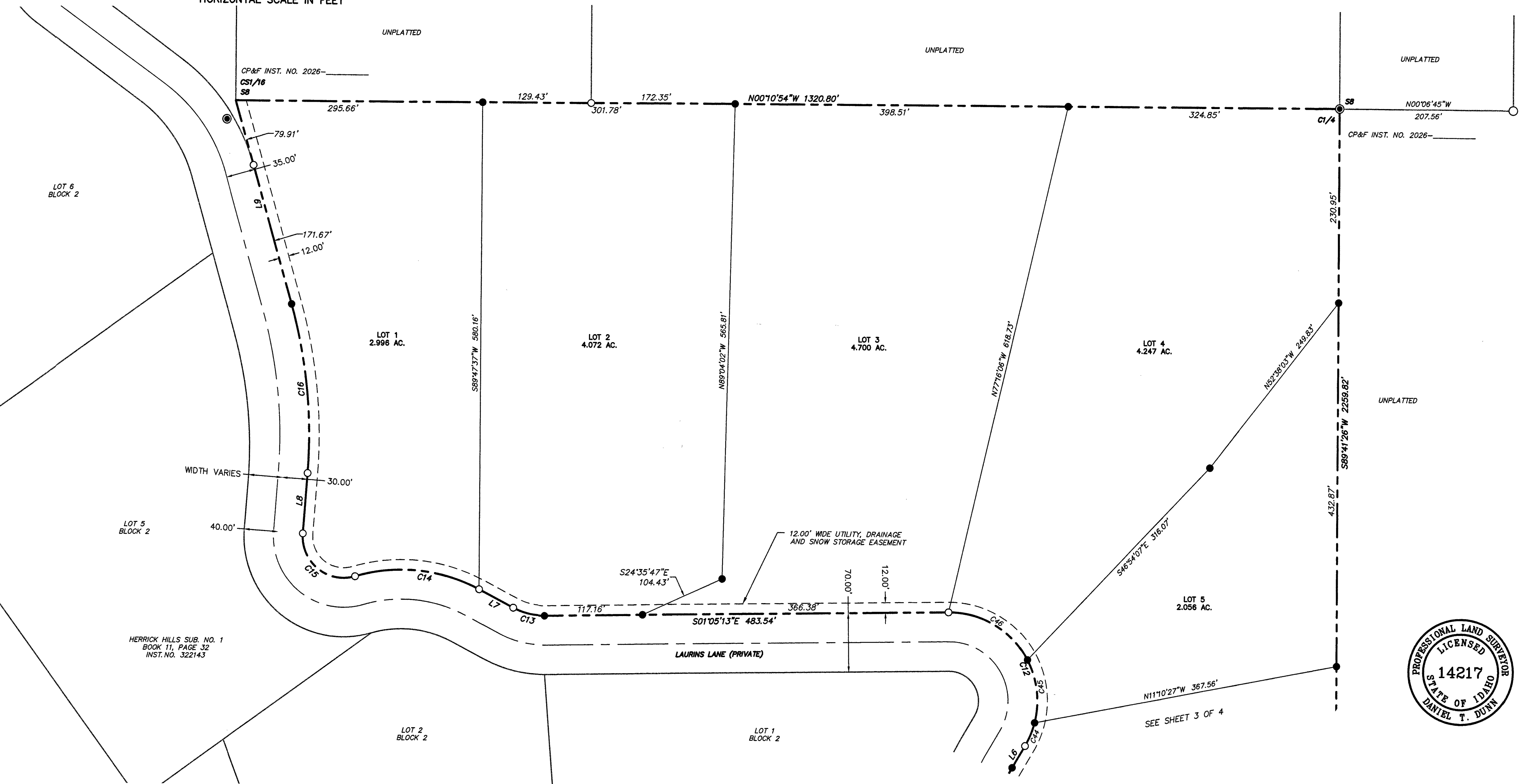
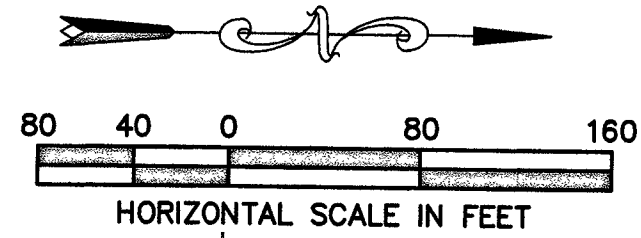
25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026

RECEIVED
MAR 16 2026
BY: _____



HERRICK HILLS SUB. NO. 1
BOOK 11, PAGE 32
INST. NO. 322143



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C12	222.79'	105.32'	121°12'09"	S59°32'56"W	183.51'
C13	38.74'	77.53'	28°37'47"	S13°13'41"W	38.34'
C14	153.03'	197.52'	44°23'22"	S05°22'41"W	149.23'
C15	94.57'	49.03'	110°30'28"	S38°35'54"W	80.57'
C16	203.37'	582.18'	20°00'54"	S83°55'19"W	202.34'
C44	29.99'	105.32'	16°18'54"	N68°00'27"W	29.89'
C45	77.02'	105.32'	41°54'08"	S82°53'02"W	75.32'
C46	115.78'	105.32'	62°59'07"	S30°26'25"W	110.04'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N59°57'44"W	29.97'
L7	S27°41'25"W	46.37'
L8	N86°05'07"W	72.20'
L9	S73°54'47"W	251.58'

NOTE
SEE SHEET 1 FOR GENERAL NOTES AND ADDITIONAL INFORMATION.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING LOT OR PARCEL LINE
- SET 3-1/4" ALUMINUM CAP MONUMENT ON FOUND 5/8" REBAR
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
- FOUND 5/8" REBAR LS5618
- CALCULATED POINT, NO MONUMENT SET OR FOUND

SHEET 2 OF 4

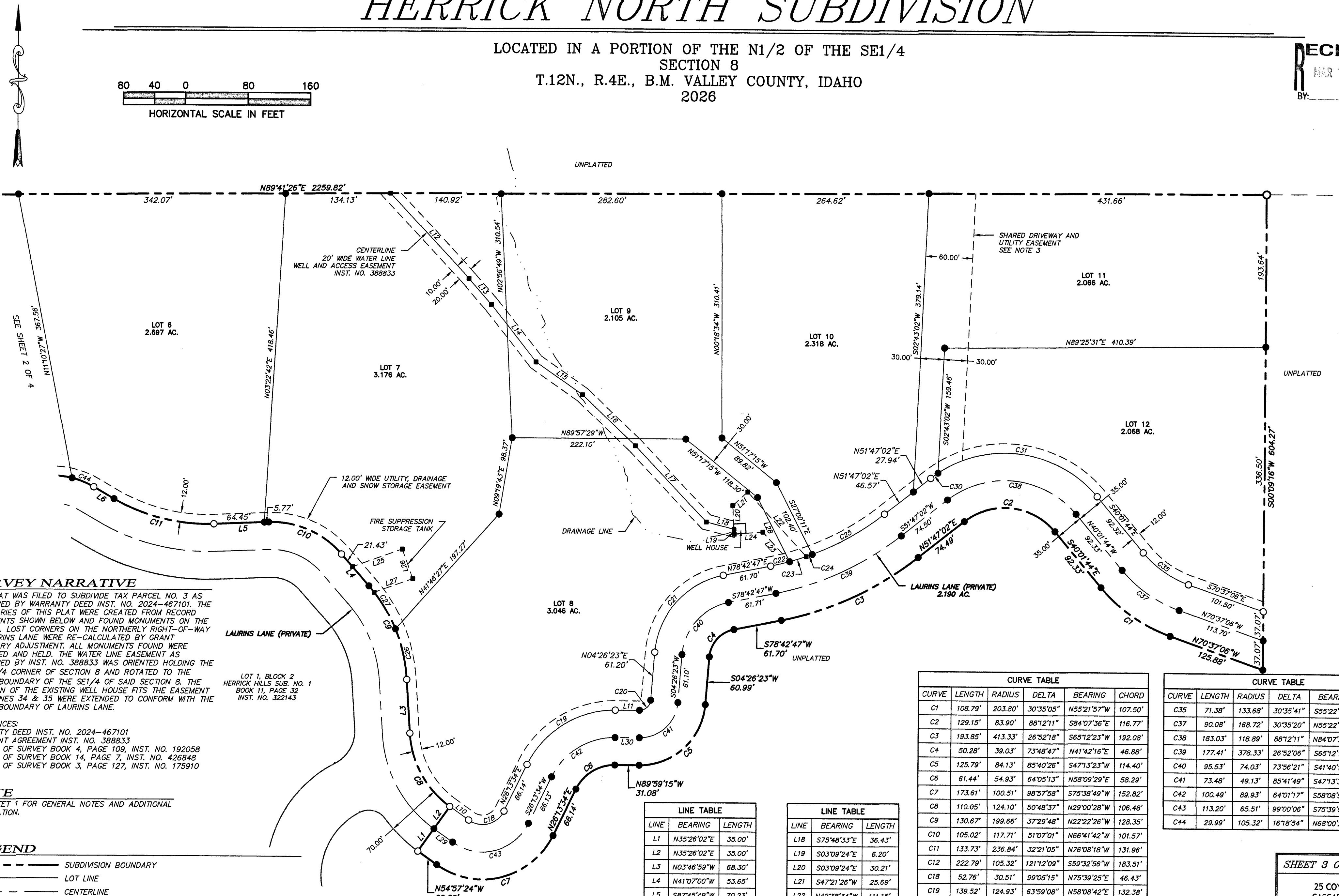
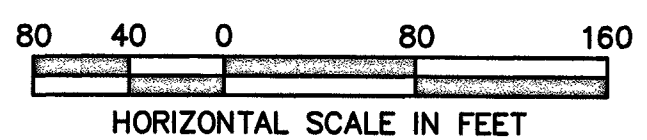
25 COYOTE TRAIL
CASCADE, ID 83611

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HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026

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MAR 16 2026
BY: _____



SURVEY NARRATIVE

THIS PLAT WAS FILED TO SUBDIVIDE TAX PARCEL NO. 3 AS DESCRIBED BY WARRANTY DEED INST. NO. 2024-467101. THE BOUNDARIES OF THIS PLAT WERE CREATED FROM RECORD DOCUMENTS SHOWN BELOW AND FOUND MONUMENTS ON THE GROUND. LOST CORNERS ON THE NORTHERLY RIGHT-OF-WAY OF LAURINS LANE WERE RE-CALCULATED BY GRANT BOUNDARY ADJUSTMENT. ALL MONUMENTS FOUND WERE ACCEPTED AND HELD. THE WATER LINE EASEMENT AS DESCRIBED BY INST. NO. 388833 WAS ORIENTED HOLDING THE EAST 1/4 CORNER OF SECTION 8 AND ROTATED TO THE NORTH BOUNDARY OF THE SE1/4 OF SAID SECTION 8. THE LOCATION OF THE EXISTING WELL HOUSE FITS THE EASEMENT WELL. LINES 34 & 35 WERE EXTENDED TO CONFORM WITH THE NORTH BOUNDARY OF LAURINS LANE.

REFERENCES:
WARRANTY DEED INST. NO. 2024-467101
EASEMENT AGREEMENT INST. NO. 388833
RECORD OF SURVEY BOOK 4, PAGE 109, INST. NO. 192058
RECORD OF SURVEY BOOK 14, PAGE 7, INST. NO. 426848
RECORD OF SURVEY BOOK 3, PAGE 127, INST. NO. 175910

NOTE
SEE SHEET 1 FOR GENERAL NOTES AND ADDITIONAL INFORMATION.

- LEGEND**
- SUBDIVISION BOUNDARY
 - LOT LINE
 - CENTERLINE
 - EASEMENT LINE
 - QUARTER SECTION LINE
 - EXISTING LOT OR PARCEL LINE
 - SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
 - FOUND 5/8" REBAR LS5618
 - CALCULATED POINT, NO MONUMENT SET OR FOUND



LINE TABLE

LINE	BEARING	LENGTH
L1	N35°26'02"E	35.00'
L2	N35°26'02"E	35.00'
L3	N03°46'59"W	68.30'
L4	N41°07'00"W	53.65'
L5	S87°45'49"W	70.23'
L6	N59°57'44"W	29.97'
L10	S54°57'24"E	29.29'
L11	S89°59'15"E	31.02'
L12	S43°17'48"E	146.66'
L13	S41°16'29"E	43.56'
L14	S38°19'26"E	93.01'
L15	S55°07'41"E	72.68'
L16	S46°33'11"E	93.71'
L17	S43°23'55"E	133.19'

LINE TABLE

LINE	BEARING	LENGTH
L18	S75°48'33"E	36.43'
L19	S03°09'24"E	6.20'
L20	S03°09'24"E	30.21'
L21	S47°21'26"W	25.69'
L22	N42°38'34"W	111.15'
L23	S42°38'34"E	50.89'
L24	N85°34'10"E	36.71'
L25	N70°07'55"E	67.45'
L26	N19°52'05"W	40.00'
L27	N70°07'55"E	52.20'
L28	S27°03'56"E	91.43'
L29	N54°57'24"W	29.40'
L30	N89°59'15"W	31.04'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	108.79'	203.80'	30°35'05"	N55°21'57"W	107.50'
C2	129.15'	83.90'	88°12'11"	S84°07'36"E	116.77'
C3	193.85'	413.33'	26°52'18"	S65°12'23"W	192.08'
C4	50.28'	39.03'	73°48'47"	N41°42'16"E	46.88'
C5	125.79'	84.13'	85°40'26"	S47°13'23"W	114.40'
C6	61.44'	54.93'	64°05'13"	N58°09'29"E	58.29'
C7	173.61'	100.51'	98°57'58"	S75°38'49"W	152.82'
C8	110.05'	124.10'	50°48'37"	N29°00'28"W	106.48'
C9	130.67'	199.66'	37°29'48"	N22°22'26"W	128.35'
C10	105.02'	117.71'	51°07'01"	N66°41'42"W	101.57'
C11	133.73'	236.84'	32°21'05"	N76°08'18"W	131.96'
C12	222.79'	105.32'	121°12'09"	S59°32'56"W	183.51'
C18	52.76'	30.51'	99°05'15"	N75°39'25"E	46.43'
C19	139.52'	124.93'	63°59'08"	N58°08'42"E	132.38'
C20	21.16'	14.13'	85°48'15"	N47°13'34"E	19.24'
C21	140.81'	109.03'	73°59'53"	N41°39'11"E	131.23'
C22	24.81'	34.33'	4°08'25"	N76°33'55"E	24.80'
C23	22.13'	34.33'	3°41'33"	N72°38'56"E	22.12'
C24	8.25'	34.33'	1°22'39"	N70°06'50"E	8.25'
C25	105.79'	34.33'	17°39'16"	N60°35'52"E	105.37'
C26	65.97'	199.66'	18°55'51"	N13°05'28"W	65.67'
C27	64.70'	199.66'	18°33'57"	N31°50'22"W	64.41'
C30	11.41'	153.89'	4°14'59"	N53°54'01"E	11.41'
C31	225.49'	153.89'	83°57'11"	S81°59'54"E	205.85'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C35	71.38'	133.68'	30°35'41"	S55°22'49"E	70.54'
C37	90.08'	168.72'	30°35'20"	N55°22'19"W	89.01'
C38	183.03'	118.89'	88°12'11"	N84°07'27"W	165.48'
C39	177.41'	378.33'	26°52'06"	S65°12'17"W	175.79'
C40	95.53'	74.03'	73°56'21"	S41°40'10"W	89.04'
C41	73.48'	49.13'	85°41'49"	S47°13'34"W	66.82'
C42	100.49'	89.93'	64°01'17"	S58°08'58"W	95.34'
C43	113.20'	65.51'	99°00'06"	S75°39'00"W	99.63'
C44	29.99'	105.32'	16°18'54"	N68°00'27"W	29.89'

SHEET 3 OF 4

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 8
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026



CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS SHOWN HEREON AND DESCRIBED BELOW.

- A PARCEL OF LAND LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4 OF SECTION 8, T.12N., R.4E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- A. COMMENCING AT A FOUND 2-1/2 INCH ALUMINUM CAP MONUMENT MARKING THE EAST 1/4 CORNER OF SAID SECTION 8, CP&F INST. NO. 124877, CORNER RECORDS OF SAID VALLEY COUNTY;
 - B. THENCE A BEARING OF S 89°41'26" W, A DISTANCE OF 371.54 FEET, TO A FOUND 5/8-INCH REBAR BEING THE TRUE POINT OF BEGINNING;
 1. THENCE A BEARING OF S 00°09'16" W, A DISTANCE OF 604.27 FEET, TO A SET 5/8-INCH REBAR;
 2. THENCE A BEARING OF N 70°37'06" W, A DISTANCE OF 125.88 FEET, TO A SET 5/8-INCH REBAR;
 3. THENCE A DISTANCE OF 108.79 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 203.80 FEET, A DELTA ANGLE OF 30°35'05" AND A LONG CHORD WHICH BEARS N 55°21'57" W A DISTANCE OF 107.50 FEET TO A SET 5/8-INCH REBAR;
 4. THENCE ON A NON-TANGENT LINE A BEARING OF N 40°01'44" W, A DISTANCE OF 92.33 FEET, TO A SET 5/8-INCH REBAR;
 5. THENCE A DISTANCE OF 129.15 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 83.90 FEET AND A DELTA ANGLE OF 88°12'11" AND A LONG CHORD WHICH BEARS N 84°07'36" W A DISTANCE OF 116.77 FEET TO A SET 5/8-INCH REBAR;
 6. THENCE ON A NON-TANGENT LINE A BEARING OF S 51°47'02" W, A DISTANCE OF 74.49 FEET, TO A SET 5/8-INCH REBAR;
 7. THENCE A DISTANCE OF 193.85 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 413.33 FEET AND A DELTA ANGLE OF 26°52'18" AND A LONG CHORD WHICH BEARS S 65°12'23" W A DISTANCE OF 192.08 FEET TO A SET 5/8-INCH REBAR;
 8. THENCE ON A NON-TANGENT LINE A BEARING OF S 78°42'47" W, A DISTANCE OF 61.70 FEET, TO A SET 5/8-INCH REBAR;
 9. THENCE A DISTANCE OF 50.28 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 39.03 FEET AND A DELTA ANGLE OF 73°48'47" AND A LONG CHORD WHICH BEARS S 41°42'16" W A DISTANCE OF 46.88 FEET TO A SET 5/8-INCH REBAR;
 10. THENCE ON A NON-TANGENT LINE A BEARING OF S 04°26'23" W, A DISTANCE OF 60.99 FEET, TO A SET 5/8-INCH REBAR;
 11. THENCE A DISTANCE OF 125.79 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 84.13 FEET AND A DELTA ANGLE OF 85°40'26" AND A LONG CHORD WHICH BEARS S 47°13'23" W A DISTANCE OF 114.40 FEET TO A SET 5/8-INCH REBAR;
 12. THENCE ON A NON-TANGENT LINE A BEARING OF N 89°59'15" W, A DISTANCE OF 31.08 FEET, TO A SET 5/8-INCH REBAR;
 13. THENCE A DISTANCE OF 61.44 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 54.93 FEET AND A DELTA ANGLE OF 64°05'13" AND A LONG CHORD WHICH BEARS S 58°09'29" W A DISTANCE OF 58.29 FEET TO A SET 5/8-INCH REBAR;
 14. THENCE ON A NON-TANGENT LINE A BEARING OF S 26°13'34" W, A DISTANCE OF 66.14 FEET, TO A SET 5/8-INCH REBAR;
 15. THENCE A DISTANCE OF 173.61 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 100.51 FEET AND A DELTA ANGLE OF 98°57'58" AND A LONG CHORD WHICH BEARS S 75°38'49" W A DISTANCE OF 152.82 FEET TO A SET 5/8-INCH REBAR;
 16. THENCE ON A NON-TANGENT LINE A BEARING OF N 54°57'24" W, A DISTANCE OF 29.69 FEET, TO A FOUND 5/8-INCH REBAR;
 17. THENCE A BEARING OF N 35°26'02" E A DISTANCE OF 70.00 FEET, TO A FOUND 5/8-INCH REBAR;
 18. THENCE A DISTANCE OF 110.05 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 124.10 FEET AND A DELTA ANGLE OF 50°48'37" AND A LONG CHORD WHICH BEARS N 29°00'28" W A DISTANCE OF 106.48 FEET TO A FOUND 5/8-INCH REBAR;
 19. THENCE ON A NON-TANGENT LINE A BEARING OF N 03°46'59" W, A DISTANCE OF 68.30 FEET, TO A FOUND 5/8-INCH REBAR;
 20. THENCE A DISTANCE OF 130.67 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 199.66 FEET AND A DELTA ANGLE OF 37°29'48" AND A LONG CHORD WHICH BEARS N 22°22'26" W A DISTANCE OF 128.35 FEET TO A SET 5/8-INCH REBAR;
 21. THENCE ON A NON-TANGENT LINE A BEARING OF N 41°07'00" W, A DISTANCE OF 53.65 FEET, TO A FOUND 5/8-INCH REBAR;
 22. THENCE A DISTANCE OF 105.02 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 117.71 FEET AND A DELTA ANGLE OF 51°07'01" AND A LONG CHORD WHICH BEARS N 66°41'42" W A DISTANCE OF 101.57 FEET TO A SET 5/8-INCH REBAR ;
 23. THENCE ON A NON-TANGENT LINE A BEARING OF S 87°45'49" W, A DISTANCE OF 70.23 FEET, TO A FOUND 5/8-INCH REBAR;
 24. THENCE A DISTANCE OF 133.73 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 236.84 FEET AND A DELTA ANGLE OF 32°21'05" AND A LONG CHORD WHICH BEARS N 76°08'18" W A DISTANCE OF 131.96 FEET TO A SET 5/8-INCH REBAR;
 25. THENCE ON A NON-TANGENT LINE A BEARING OF N 59°57'44" W, A DISTANCE OF 29.97 FEET, TO A FOUND 5/8-INCH REBAR;
 26. THENCE A DISTANCE OF 222.79 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 105.32 FEET AND A DELTA ANGLE OF 121°12'09" AND A LONG CHORD WHICH BEARS S 59°32'56" W A DISTANCE OF 183.51 FEET TO A FOUND 5/8-INCH REBAR;
 27. THENCE ON A NON-TANGENT LINE A BEARING OF S 01°05'13" E, A DISTANCE OF 483.54 FEET, TO A SET 5/8-INCH REBAR;
 28. THENCE A DISTANCE OF 38.74 FEET ON THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 77.53 FEET AND A DELTA ANGLE OF 28°37'47" AND A LONG CHORD WHICH BEARS S 13°13'41" W A DISTANCE OF 38.34 FEET TO A FOUND 5/8-INCH REBAR;
 29. THENCE ON A NON-TANGENT LINE A BEARING OF S 27°41'25" W, A DISTANCE OF 46.37 FEET, TO A FOUND 5/8-INCH REBAR;
 30. THENCE A DISTANCE OF 153.03 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 197.52 FEET AND A DELTA ANGLE OF 44°23'22" AND A LONG CHORD WHICH BEARS S 05°22'41" W A DISTANCE OF 149.23 FEET TO A FOUND 5/8-INCH REBAR;
 31. THENCE A DISTANCE OF 94.57 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 49.03 FEET AND A DELTA ANGLE OF 110°30'28" AND A LONG CHORD WHICH BEARS S 38°35'54" W A DISTANCE OF 80.57 FEET TO A FOUND 5/8-INCH REBAR ;
 32. THENCE ON A NON-TANGENT LINE A BEARING OF N 86°05'07" W, A DISTANCE OF 72.20 FEET, TO A FOUND 5/8-INCH REBAR;
 33. THENCE A DISTANCE OF 203.37 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 582.18 FEET AND A DELTA ANGLE OF 20°00'54" AND A LONG CHORD WHICH BEARS S 83°55'19" W A DISTANCE OF 202.34 FEET TO A SET 5/8-INCH REBAR;
 34. THENCE ON A NON-TANGENT LINE A BEARING OF S 73°54'47" W, A DISTANCE OF 251.58 FEET, TO A SET 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE CENTER-SOUTH 1/16 CORNER, SAID SECTION 8, CP&F INST. NO. 2026-_____ SAID CORNER RECORDS OF VALLEY COUNTY;
 35. THENCE A BEARING OF N 00°10'54" W, A DISTANCE OF 1,320.80 FEET, ON THE WEST BOUNDARY OF THE NW1/4 OF THE SE1/4, SAID SECTION 8 TO A SET 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE CENTER 1/4 CORNER SAID SECTION 8, CP&F INST. NO. 2026-_____ SAID CORNER RECORDS OF VALLEY COUNTY;
 36. THENCE A BEARING OF N 89°41'26" E, A DISTANCE OF 2,259.82 FEET, ON THE NORTH BOUNDARY OF SAID N1/2 OF THE SE1/4, SECTION 8, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 37.737 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR USE.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE UTILITY, SNOW STORAGE, DRAINAGE AND DRIVEWAY EASEMENTS ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT OF ACCESS TO AND USE OF THESE EASEMENTS AS REQUIRED TO SERVICE SAID UTILITIES BY THE UTILITY PROVIDER IS PERPETUALLY GRANTED.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF: WE HAVE HEREUNTO SET OUR SIGNATURES THIS _____ DAY OF _____ 2026.

BY: LARRY THEODORE LARSON, MEMBER, L AND P HOLDINGS, LLC.
AS OWNER OF LOTS 1 THROUGH 12

BY: DWIGHT JVIDEN, MEMBER, CASCADE SOUTH, INC.
AS OWNER OF LAURINS LANE (2.190 ACRES)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS _____ DAY OF _____, 2026, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED LARRY THEODORE LARSON, KNOWN OR IDENTIFIED TO ME TO BE A MANAGER OF L AND P HOLDINGS, LLC, AN IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS _____ DAY OF _____, 2026, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED DWIGHT JVIDEN, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF CASCADE SOUTH, INC. AN IDAHO CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES: _____

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF HERRICK NORTH SUBDIVISION IS HEREBY ACCEPTED AND

APPROVED THE _____ DAY OF _____, 2025,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF HERRICK NORTH SUBDIVISION IS HEREBY

ACCEPTED AND APPROVED THE _____ DAY OF _____, 2026,

BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

CERTIFICATE OF VALLEY COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF HERRICK NORTH SUBDIVISION IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

VALLEY COUNTY SURVEYOR

DATE

CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF HERRICK NORTH SUBDIVISION AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CERTIFICATE OF VALLEY COUNTY TREASURER

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF HERRICK NORTH SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER

DATE

SHEET 4 OF 4

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM





March 9, 2026

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Administrator
219 N. Main Street
PO Box 1350
Cascade, ID 83611

Subject: SUB 25-014 Herrick North Subdivision, Final Plat Submittal Letter

Dear Ms. Herrick,

The purpose of this letter is to request Herrick North Subdivision Final Plat be placed on the April 9, 2026 Valley County Planning and Zoning Meeting Agenda. The Herrick North Subdivision Final Plat substantially complies with the Preliminary Plat from recorded SUB 25-014. It is the applicants' intent to provide financial guarantees for the remaining improvements and attached to this submittal is a cost estimate for all remaining improvements plus 20% contingency. Below you will find the list of Conditions of Approval from SUB 25-014 and a response stating how each condition has been substantially met.

Conditions of Approval

1. *The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.*

Response: None; Understood.

2. *Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.*

Response: None; Understood.

3. *The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.*

Response: None; Understood.

4. *Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.*

Response: Site Grading and Stormwater Management Plans were designed by Crestline

Engineers, Inc. and approved by the Valley County Engineer on October 23, 2025. See attached approval letter.

5. *The Final Plat shall be recorded within two years, or this permit will be null and void.*

Response: It is anticipated the Final Plat will be recorded prior to August 5, 2027.

6. *Must be able to provide legal ingress/egress access through the private roads of Herrick Hills Subdivision No. 1.*

Response: See attached response provided by applicant for the legal ingress/egress of access through Herrick Hills.

7. *Sanitary Restrictions must be removed by Central District Health prior to recording the Final Plat.*

Response: A Subdivision Environmental Report will be submitted to Central District Health for review and approval prior to recordation of the Final Plat.

8. *A letter of approval is required from Cascade Fire District. This should include approval of the Wildland Urban Interface Fire Protection Plan.*

Response: Cascade Rural Fire Protection District has approved the tank design and location. Final approval is anticipated after installation/testing of the tank and the implementation of the Wildland Urban Interface Fire Protection Plan.

9. *The location of any water storage tank for emergency response must be noted on the Final Plat.*

Response: See the Final Plat prepared by Dunn Land Surveys, Inc. for location of fire protection tank.

10. *Must meet requirements of Idaho Transportation Department.*

Response: None, understood.

11. *Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. Must upgrade fence to contain cattle.*

Response: The applicants have prepared a fencing plan and provided the plan to the neighboring property owners. The neighboring property owners have not acknowledged the plan at this time. The fence has been upgraded to contain cattle and ongoing fence maintenance will be the responsibility of the lot owners per section 8.2 of the CCR's.

12. *All easements shall be shown on the Final Plat.*

Response: Refer to the Final Plat prepared by Dunn Land Surveys, Inc. for the location of all

easements.

13. *A private road declaration shall be recorded with the Final Plat.*

Response: The Private Road declaration is reference on the face of the Final Plat (Note 1), is included with this letter, and will be recorded in conjunction with the Final Plat.

14. *A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber optics (conduit).*

Response: The Declaration of Installation of Utilities is noted on the face of the Final Plat (Note 2), is included with this letter, and will be recorded in conjunction with the Final Plat.

15. *Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.*

Response: Please refer to Article 6.15 of the included CCR's.

16. *Shall contact Cascade U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development.*

Response: See attached document with cluster locations signed by the Cascade USPS Postmaster.

17. *CCR's, if recorded, should address lighting, noxious weeds, septic maintenance, wildfire prevention, fire wise wildland urban interface landscaping requirements, low water/natural landscaping, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, and limit each lot to one wood-burning device.*

Response: Please refer to Article 6.2, 6.13, 6.14, 8.3, 8.4, and 8.5 of the included CCR's.

18. *CCR's shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.*

Response: Please refer to Article 5.7 of the included CCR's.

19. *The following notes shall be placed in the notes on the face of the Final Plat:*

- *"The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."*
- *"All lighting must comply with the Valley County Lighting Ordinance."*
- *"Only one wood burning device per lot."*
- *"Surrounding land uses are subject to change."*

Response: Refer to Notes 10, 12, 13, and 14 on the Final Plat prepared by Dunn Land

Surveys, Inc.

20. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director.

Response: The Wildland Urban Interface Fire Protection Plan has been submitted to the Wildfire Mitigation Program Director for review and approval. Portions of the mitigation have been completed and a monetary amount is included in the Escrow Cost Estimate for the remaining work to be completed. It is expected that final approval of the Wildland Urban Interface Fire Protection Plan will be granted once all mitigation/improvements have been completed and inspected by the Wildfire Mitigation Program Director.

Thank you for your attention to these responses and please feel free to contact me by phone or email at your earliest convenience should you have any questions or comments.

Sincerely,

Crestline Engineers, Inc.



Rob Pair
Associate Engineer

Cc: Ted Larson and Philip Portsche, L&P Holdings, LLC

Enclosures:

1. 10 copies 11" x 17" of Final Plat (4 Sheets)
2. Private Road Declaration (3 Pages)
3. Declaration of Installation of Utilities (3 Pages)
4. Shared Driveway Agreement (1 Page)
5. Draft CCR's (7 Pages)
6. Valley County Engineering Approval (1 Page)
7. Cascade Rural Fire District Tank Design and Location Letter (1 Page)
8. USPS Postmaster Mailbox Location Letter (1 Page)
9. Idaho Power Construction Email (4 Pages)
10. Legal ingress/egress response (69 Pages)
11. Escrow Cost Estimate (1 Page)

Road Declaration - Herrick North Subdivision

OWNERS DECLARATION OF A PRIVATE ROAD FOR HERRICK NORTH SUBDIVISION VALLEY COUNTY, IDAHO

This DECLARATION is made this _____ day of _____ 2026, by L and P Holdings LLC, a Idaho Limited Liability Company ("Declarant") the owner of certain real properties located in Valley County, Idaho which are platted as Herrick North Subdivision.

WHEREAS, L and P Holdings LLC did on the _____ day of , 2026, file of record with the Office of Recorder of Valley County, Idaho as Instrument Number. _____, in Plat Book _____, on page _____ the Final Plat for Herrick North Subdivision (hereinafter "the Final Plat").

WHEREAS, L & P Holdings LLC is the sole owner of the real property contained in the Final Plat.

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of Herrick North Subdivision Roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, L and P Holdings LLC, hereby states and declares as follows:

1. Laurins Lane, a private road within a public right-of-way, is hereby reserved for the use of the property owners within the subdivision in accordance with the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Herrick North Subdivision.

.2 Each property owner that abuts Laurins Lane has a perpetual right of ingress and egress over the private road that shall run with the land.

3. The owners with access to their lot via Laurins Lane are responsible for the maintenance of the portion of the private road located within the boundaries of Herrick North Subdivision as shown on the Final Plat, in accordance with the Declaration of Protective Covenants, Conditions, Restrictions and Easements. This responsibility does not extend to any and all pre-existing sections of Laurins Lane maintained by other subdivisions or entities.”.

.4 Valley County is not responsible for the roads. Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the private road on the Final Plat.

Road Declaration - Herrick North Subdivision

IN WITNESS WHEREOF, the undersigned Declarant and owner of the real property which is the subject of the Final Plat, have executed the Declaration the day and year first noted above.

BY: _____
Philip Portsche

Owner/ Manager L&P Holdings LLC

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO COUNTY OF Ada

On _____ 2026 , before me, _____, personally appeared Philip Portsche, on behalf of L & P Holdings LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Print: _____

Sign _____

My Commission Expires: _____

[Affix seal]

NOTARY PUBLIC

Page 2 of 2

DECLARATION OF INSTALLATION OF UTILITIES FOR HERRICK NORTH SUBDIVISION VALLEY COUNTY, IDAHO

This DECLARATION is made this _____ day of _____ 2026, by L and P Holdings LLC, a Idaho LLC ("Declarant") the owner of certain real properties located in Valley County, Idaho, which are platted as Herrick North Subdivision.

WHEREAS, L and P Holdings LLC did on the _____ day of _____, 2026, file of record with the Office of Recorder of Valley County, Idaho as Instrument Number _____ in Plat Book _____ Page _____, the Final Plat for Timber Haven Subdivision (hereinafter "the Final Plat").

WHEREAS, L and P Holdings LLC is the sole owner of the real property contained in the Final Plat.

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed and installed in Herrick North subdivision, the schedule for completion of such utilities, and the entity or owner with responsibility for construction and installation of such utilities:

NOW, THEREFORE, L and P Holdings LLC hereby states and declares as follows:

.1 Sewage Disposal: Sewage disposal for each lot in Herrick North Subdivision will be supplied by means of individual septic/drain-field systems. The costs, permitting, installation, and maintenance of which shall be the sole and exclusive responsibility of the respective lot owners. In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements, and applicable laws and regulations permits shall be required from the Central District Health Department for all septic systems. Timing of the completion of the installation will be the responsibility of the owner of each lot.

Water: Potable water for each lot in Herrick North Subdivision will be supplied by means of individual wells. The cost, permitting, installation, and maintenance of which shall be the sole and exclusive responsibility of the respective lot owners. Timing of the completion of the installation will be the responsibility of the owner of each lot.

Electrical: Installation of electrical power will be stubbed out to the lot line for each lot in Herrick North subdivision at the expense of the Declarant. The Declarant has contracted with and paid Idaho Power for the necessary equipment and installation. The installation of which shall be completed by Idaho Power in the summer of 2026.

Timing of the completion of the installation to the point of use will be the responsibility of the owner of each lot.

4. Responsibility and maintenance for fire protection: Each lot owner shall maintain and keep their lot in good order for fire protection. This will include following the WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN for Herrick North subdivision and the wildland urban interface (WUI). the cost and responsibility to maintain this shall be on each lot owner.

5. Responsibility for Installation: Responsibility for the costs of the placement and installation of the utilities specified above will be borne by the Declarant and lot owners as stated above. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, INSTALLATION, MAINTENANCE REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

END.

IN WITNESS WHEREOF, the undersigned Declarant and owner of the real property which is the subject of the Final Plat, has executed this Declaration the day and year first noted above.

L and P Holdings LLC

BY: _____

Philip Portsche

Member

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO COUNTY OF _____

on _____ 2026, before me, _____ appeared _____, on behalf of L and P Holdings LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached and acknowledged to me that he executed the same in an authorized capacity, and executed the instrument by signing his signature.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: _____ My Commision Expires: _____

NOTARY PUBLIC

[Affix seal]

SHARED DRIVEWAY AGREEMENT FOR HERRICK NORTH SUBDIVISION

This Shared Driveway Agreement, dated this _____ day of _____ 2026, shall apply to Lots 2,3 and 6,7 and 10,11,12, described on Record of Survey Bk ___ Page _____ Inst. No. _____ Located in Sections _____ Valley County Idaho

Whereas the purpose of this agreement is to describe the responsibility of each lot owner with the shared driveway.

1. Should any of the Lot owners determine that the driveway is in need of improvement, maintenance, snow removal or repair, they first shall meet with the other Owners and determine the scope of the work. The Owners will determine whether they agree to complete the improvement, maintenance, snow removal or repair. Total repair, maintenance, snow removal or improvement costs will be divided by the total number of Lot owners sharing the above-mentioned driveway, and each Owner will pay its share of the total costs.
2. Costs associated with upgrading driveway will be mutually agreed-upon by parties, if parties cannot agree any parties shall have the option of upgrading at their own expense.
3. In the event any party of this Agreement causes ascertainable damage to the driveway through the use of heavy equipment or otherwise, it shall be the responsibility of such party to repair such damage at their sole expense.
4. Nothing in this Agreement shall preclude any individual lot owner from performing any driveway improvement, maintenance, snow removal or repair at their sole expense and within indemnification for damage to another's property.
5. This agreement shall be binding on heirs, successors and assigns of the parties.

L and P Holdings LLC

By: _____
Philip Portsche - Member

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
HERRICK NORTH SUBDIVISION
Cascade, Valley County, Idaho

DECLARANT: L and P Holdings LLC / L.Ted Larson, Philip Portsche

Date: _____ 2026

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Valley County, Idaho, described as Herrick North Subdivision, consisting of 12 lots as shown on the plat recorded in the records of Valley County, Idaho (the "Subdivision"); and

WHEREAS, Declarant desires to establish a general plan for the development and use of the Subdivision to protect and enhance property values, and to create a homeowners association for limited administrative purposes; and

WHEREAS, the lots in the Subdivision shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions, which shall run with the land and be binding on all parties having any right, title, or interest therein.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be subject to the following:

ARTICLE 1: DEFINITIONS

1.1 Association: Herrick North Homeowners Association, an Idaho nonprofit corporation (or unincorporated association if not incorporated).

1.2 Lot: Any of the 12 numbered lots in the Subdivision.

1.3 Owner: The record owner of a Lot.

1.4 Common Areas: The private roads within the Subdivision as shown on the recorded plat, any entry signs or shared drainage facilities, and the emergency access road/easement connecting to Herrick Hills.

Common Areas are for the common use and benefit of all Owners but remain privately owned and maintained by the Association.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this Declaration is the Herrick North Subdivision, Lots 1 through 12, as per the recorded plat in Valley County, Idaho.

ARTICLE 3: DECLARANT RIGHTS AND EXEMPTIONS

3.1 Development Rights: Declarant reserves the absolute right to complete development of the Subdivision, including but not limited to construction of improvements, installation of utilities, grading, landscaping, signage, marketing, and sales activities on any Lots owned by Declarant.

3.2 Control of Association: Until Declarant no longer owns any Lot in the Subdivision, Declarant shall have the right to appoint and remove all members of the Board of Directors and officers of the Association. Declarant may relinquish this right at any time by recorded instrument.

3.3 Exemption from Assessments: Declarant shall not be liable for any annual or special assessments on Lots owned by Declarant. This exemption applies only to Declarant and not to any subsequent Owner (including purchasers from Declarant).

3.4 Exemption from Restrictions: Declarant and its contractors shall not be subject to the use restrictions or architectural control provisions of this Declaration while completing development and selling Lots owned by Declarant.

3.5 Utility, Drainage, and Construction Easement: Declarant reserves a non-exclusive easement over each Lot for utilities, drainage, and construction necessary to complete development of the Subdivision. This easement shall automatically terminate as to each individual Lot upon the recording of a deed conveying that Lot to a third-party purchaser.

3.6 Termination of Declarant Rights: All special rights of Declarant shall automatically terminate upon the sale or transfer of the last Lot owned by Declarant.

ARTICLE 4: HOMEOWNERS ASSOCIATION

4.1 Formation: The Association shall be formed (if incorporated, under the Idaho Nonprofit Corporation Act). All Owners are automatically members.

4.2 Voting: One vote per Lot.

4.3 Powers: The Association shall have the power to enforce these CC&Rs, collect assessments (if any), and hold meetings.

4.4 Meetings: Annual meetings required; notice to all Owners; open to members.

4.5 Board: Owners shall elect a board (minimum 3 members) to manage affairs, subject to Declarant's control rights in Article 3.

ARTICLE 5: ASSESSMENTS

5.1 Annual Assessments: Each Lot shall be subject to an annual assessment to fund maintenance of Common Areas, including private road repair, grading, snow removal, and maintenance of the emergency access through Herrick Hills. The initial annual assessment shall be \$500 per Lot or as budgeted for actual costs (adjustable annually by majority vote, with increases not to exceed 10% per year without 67% Owner approval). Declarant is exempt per Article 3.

5.2 Special Assessments: For unforeseen expenses (e.g., major road repairs), approved by majority vote. Declarant is exempt per Article 3.

5.3 Lien: Unpaid assessments become a lien on the Lot (per Idaho Code §45-810).

5.4 Use of Funds: Assessments shall be used exclusively for maintenance, repair, insurance, and snow removal of Common Areas as reasonably necessary to maintain safe vehicular access (including the emergency access through Herrick Hills); enforcement of these CC&Rs; and reasonable administrative expenses.

5.6 Insurance: Association may obtain liability insurance for Common Areas, funded by assessments.

5.7 Fire Protection: the HOA shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.

ARTICLE 6: USE RESTRICTIONS

6.1 Residential Use Only: Lots shall be used for single-family residential purposes only. No commercial activity.

6.2 Nuisances: No activity that creates noise, odor, or disturbance affecting other Owners, No dog shall be kept or maintained in a manner that constitutes a nuisance to adjacent agricultural uses, including but not limited to chasing, harassing, or injuring livestock or poultry, excessive barking that disturbs farming operations, or allowing dogs to trespass onto neighboring agricultural properties.”

6.3 Vehicles: No inoperable vehicles.

6.4 Animals: No more than 4 (four) Household pets, Livestock animals such as Chickens, Cattle, Horses are permitted with HOA approval.

6.5 Trash: Kept in enclosed containers; no burning.

6.6 Minimum Dwelling Size: Any residential dwelling erected on a Lot shall have a minimum of 1,500 square feet of livable floor area, exclusive of garages, porches, basements, and accessory buildings.

6.7 Mobile Homes: No mobile homes are permitted.

6.8 RV and Camping:

- Recreational vehicles (RVs) may be parked and occupied on a Lot from March 1 through December 31 each year.
- No RV occupancy is allowed from January 1 through February 28 (or 29 in leap years).
- Tent camping is permitted for no more than 30 total days per calendar year and no more than 14 consecutive days at a time.

6.9 Compliance with Laws: All buildings, structures, and construction activities on any Lot must comply with all applicable local ordinances, Valley County planning and zoning codes, building permits, and other governmental regulations.

6.10 Architectural Control: Exterior changes (buildings, fences, paint, landscaping) require approval by the Association to maintain harmony.

6.11 Protected Activities: Consistent with Idaho law (§55-3208 et seq.), No prohibition on solar panels (location may be regulated), U.S./Idaho flags, or rentals (unless pre-existing written agreement).

6.12 Short-Term Rentals: Consistent with Idaho law (§55-3208 et seq.)

Short-term rentals (rentals for periods of less than 30 days) are permitted on any Lot, provided that:

- The Owner or operator complies fully with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to Valley County short-term rental permitting requirements, occupancy limits, health and safety standards, tax collection/remittance, and any required licenses.
- The rental activity does not create a nuisance or violate other provisions of this Declaration (e.g., noise, parking, trash, or excessive disturbance).
- The Owner shall be responsible for ensuring that renters are informed of and comply with these CC&Rs and any Association rules.

6.13 Only 1(ONE) wood burning device per lot is allowed per county code

6.14 Lighting: All lots will follow county codes and ordinances with regard to outdoor lighting (dark sky) ordinance.

6.15 Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.

ARTICLE 7: COMMON AREAS AND DRIVEWAYS

7.1 Common Areas: The Common Areas, as defined in Article 1, shall be used for ingress, egress, utilities, drainage, and emergency access by all Owners. No Owner shall obstruct or damage the Common Areas.

7.2 Association Responsibility: The Association shall maintain, repair, insure, and provide snow removal for the Common Areas (including private roads and the emergency access to Herrick Hills) in good condition and as needed for reasonable access.

7.3 Driveways: All driveways and private access ways serving an individual Lot (from the edge of the private road to the improvements on the Lot) are private and shall be the sole responsibility of the respective Lot Owner. Each Owner shall construct, maintain, repair, and provide snow removal for their own driveway at their sole expense. The Association shall have no responsibility for private driveways.

7.4 The HOA shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.

ARTICLE 8: MAINTENANCE

8.1 Owner Maintenance: Each Owner shall maintain their Lot and improvements (including their private driveway) in good condition.

8.2 Fences: Each Owner shall maintain in good order any current fencing or future fencing that is on or borders their lot.

8.3 Fire break: it is the responsibility of each lot owner to maintain the fire break on their lot. (Reference: Fire Mitigation Plan) with the exception that the HOA shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.

8.4 Noxious Weeds: it is each lot owner's responsibility to ensure their lots are maintained properly to prevent noxious weeds. (Reference Valley County noxious weeds pamphlet,)

8.5 Landscape: Shall be low water/natural landscaping, prohibiting yews in landscaping

ARTICLE 9: ENFORCEMENT

9.1 Violations: The Association only may enforce these CC&Rs.

9.2 Fines: If authorized by majority vote, fines may be imposed after notice and opportunity to cure (per Idaho Code §55-3206).

9.3 Attorney Fees: Prevailing party in enforcement action recovers fees.

ARTICLE 10: DURATION AND AMENDMENT

10.1 Term: Perpetual, unless terminated by 100% Owner approval.

10.2 Amendment: By 67% vote of Owners, recorded in Valley County. During the Declarant control period, any amendment also requires Declarant's written consent.

ARTICLE 11: GENERAL PROVISIONS

11.1 Severability: Invalidity of one provision does not affect others.

11.2 Idaho Law: Governed by Idaho law; complies with Homeowners Association Act.

11.3 No Waiver: Failure to enforce does not waive rights.

IN WITNESS WHEREOF, Declarant executes this Declaration on this
Date _____ 2026.

[Declarant's Signature]

[Notary]

END-

Parametrix No. 314-4875-001 – Task 02.137

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Director
219 North Main Street
PO Box 1350
Cascade, ID 83611

Re: Herrick North Subdivision – Revised Grading and Drainage Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above-referenced revised plans and drainage report against the current Valley County (VC) Private and Public Road standards. Per our review and in coordination with the owner/engineer, the plan meets the required standards; therefore, we are recommending approval of the documents.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX



Paul Ashton, PE

cc: Jeff McFadden/Valley County Road Department
Anthony Dini, P.E./Crestline Engineers
Gregg Tankersley, P.E./Crestline Engineers





Cascade Rural Fire Protection District
P. O. Box 825
109 East Pine Street
Cascade, Idaho 83611-0825
208.382.3200 – Phone
208.382.4222 – Fax

February 6, 2026

To: Cynda Herrick
Valley County Planning and Zoning Administrator

RE: Herrick North fire suppression underground water tank

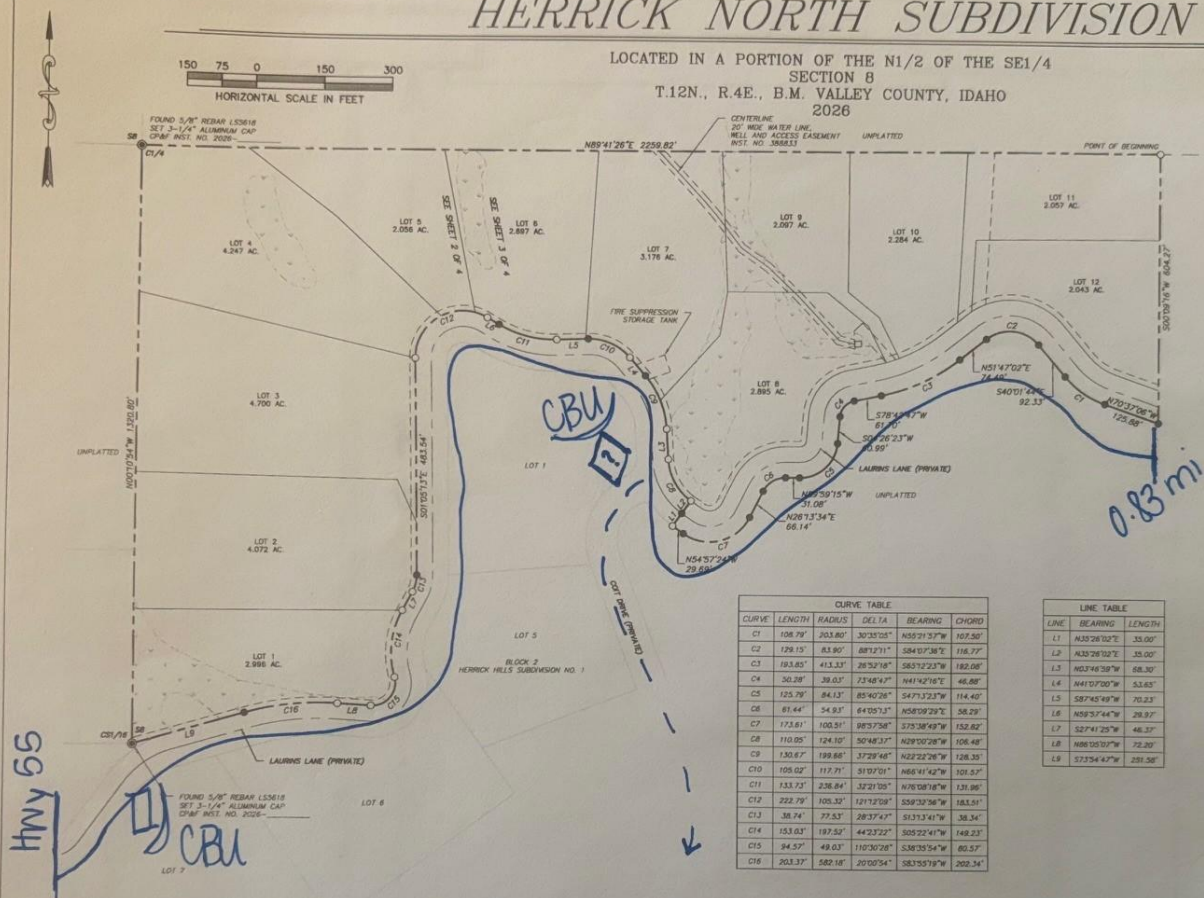
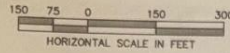
I have collaborated with Ted Larson, the developer of Herrick North subdivision, to fulfill the requirement for the installation of a 30,000-gallon underground water tank. My involvement in the project includes working with Mr. Larson on the tank's design to ensure compliance with CRFPD standards. Mr. Larson has provided me with design drawings from Used Tank Sales Inc., detailing a new steel tank engineered to meet all necessary CRFPD specifications. After the tank has been installed according to the manufacturer's specifications, CRFPD will draft water from the tank to verify that it meets CRFPD's requirements.

Respectfully,

Steven Hull
Fire Chief
Cascade Rural Fire District
steve@cascaderuralfire.com

HERRICK NORTH SUBDIVISION

LOCATED IN A PORTION OF THE N1/2 OF THE SE1/4
SECTION 6
T.12N., R.4E., B.M. VALLEY COUNTY, IDAHO
2026



SB 09
1/4
FOUND 3-1/2" ALUMINUM CAP
#3 848
DPM INST. NO. 124887

- NOTES**
- ALL ROADS AND ROAD RIGHTS OF WAY WITHIN THE BOUNDARIES DEPICTED ON THIS FINAL PLAT ARE PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE HERRICK NORTH SUBDIVISION HOMEOWNERS ASSOCIATION, INC. AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS BEING RECORDED CONCURRENTLY WITH THIS FINAL PLAT WITH THE OFFICE OF RECORDER OF VALLEY COUNTY, IDAHO, AS INSTRUMENT NUMBER.
 - SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED AS INSTRUMENT NO. 2026.
 - SEE SHARED DRIVEWAY MAINTENANCE AGREEMENT RECORDED AS INSTRUMENT NO. 2026.
 - ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO A PERMANENT PERPETUAL AND NON-EXCLUSIVE DRAINAGE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE, SUB-DRAINAGE AND SURFACE WATER MANAGEMENT FEATURES, FACILITIES AND IMPROVEMENTS REFERRED TO IN FAVOR OF THE DECLARANT AND THE ASSOCIATION. SEE STORM WATER DRAINAGE REPORT FOR HERRICK NORTH SUBDIVISION ON FILE IN THE OFFICE OF THE VALLEY COUNTY PLANNING AND ZONING ADMINISTRATOR.
 - ALL PROPERTIES SHOWN ON THIS FINAL PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF CONDITIONAL USE PERMIT NO. 25-014 AS ISSUED AND MODIFIED BY VALLEY COUNTY, IDAHO.
 - THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-5002 AND THE REQUIREMENTS IN I.C. 31-5002 ARE NOT APPLICABLE.
 - THERE SHALL BE NO FURTHER SUBDIVISION OF ANY LOT DEPICTED ON THIS FINAL PLAT.
 - NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEMS APPROVED IN ANY SANITARY RESTRICTION RELEASE.
 - REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
 - THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD. THE LEVEL OF SERVICE CAN BE CHANGED.
 - REFER TO MIDLAND URBAN INTERFACE FIRE PROTECTION PLAN FOR HERRICK NORTH SUBDIVISION RECORDED AS INST. NO. 2026.
 - SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
 - ONLY ONE WOOD BURNING DEVICE PER LOT WILL BE ALLOWED.
 - ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
 - THE SHARED DRIVEWAY EASEMENT LOCATED ON LOTS 1 AND 12 SHALL SERVE AS AN EMERGENCY ACCESS TUNNELLING.
 - FEMA FLOOD PANEL(S) 16085C255C FIRM EFFECTIVE DATE(S) 2/1/2019 FLOOD ZONE(S) ZONE F BASE FLOOD ELEVATION(S) N/A FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 2 AND TITLE 11 OF THE VALLEY COUNTY CODE.

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	138.79	303.80	30°32'03"	N55°21'31"W	107.58
C2	129.15	83.80	88°12'11"	S04°07'38"E	116.77
C3	193.85	413.31	28°52'58"	S85°12'23"W	182.06
C4	38.28	38.01	73°48'47"	N41°42'18"E	46.88
C5	125.79	84.13	85°40'28"	S47°13'23"W	114.42
C6	81.44	54.83	64°05'13"	N58°09'29"E	58.29
C7	173.61	100.51	95°37'58"	S75°38'49"W	152.82
C8	110.05	124.10	50°48'31"	N29°00'28"W	108.48
C9	150.67	199.86	37°29'48"	N22°22'26"W	128.31
C10	105.02	117.71	51°07'01"	N65°41'42"W	101.57
C11	133.73	236.84	32°21'05"	N78°08'18"W	131.96
C12	222.79	105.32	121°12'09"	S59°32'56"W	183.51
C13	38.74	77.52	28°37'47"	S13°13'41"W	38.34
C14	153.03	187.52	44°23'22"	S05°22'41"W	148.23
C15	84.57	49.03	110°30'28"	S38°35'54"W	80.57
C16	203.37	382.18	20°50'54"	S83°59'19"W	202.54

LINE	BEARING	LENGTH
L1	N35°28'02"E	35.00
L2	N20°28'02"E	35.00
L3	N62°46'59"W	68.30
L4	N41°07'00"W	53.63
L5	S87°45'49"W	70.23
L6	N09°57'44"W	28.97
L7	S27°41'25"W	48.21
L8	N88°05'07"W	72.20
L9	S73°54'47"W	281.58

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING LOT OR PARCEL LINE

- SET 3-1/4" ALUMINUM CAP MONUMENT ON FOUND 5/8" REBAR
- SET 5/8" x 24" REBAR WITH PLASTIC CAP 1514217
- FOUND 2-1/2" ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR 155618
- CALCULATED POINT, NO MONUMENT SET OR FOUND

BASIS OF BEARING
HORIZONTAL DATUM BASED ON IDAHO STATE PLANE, IDAHO WEST ZONE 1103. COORDINATES WERE DERIVED FROM GPS OBSERVATIONS AND PROJECTED TO GROUND BY APPLYING A SCALE FACTOR OF 1.0002884423 TO GRID VALUES. DISTANCES ARE GROUND DISTANCES AND ARE IN U.S. SURVEY FEET.

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER UNLESS NECESSARILY THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CENTRAL DISTRICT HEALTH, ENS DATE

INS. NO.



SHEET 1 OF 4

25 COYOTE TRAIL
CASCADE, ID 8311
PHONE: (208) 634-6898
WWW.DUNN.LANDSURVEYS.COM



*Cascade Post Office
if will be working with Philip
and Ted regarding the cluster by location. Approved development plans.
Postmaster, Bailey Sara*

Rob Pair

Subject: FW: Herrick Hills North Subdivision

From: Ted [REDACTED]
Sent: Friday, February 6, 2026 4:57 PM
To: Rob Pair <rpair@crestline-eng.com>; Philip Portsche [REDACTED]
Subject: Fwd: Herrick Hills North Subdivision

Hi Rob

Here is what Idaho power sent me for a Construction Guarantee letter and proof of payment in full. Also following is an approval letter from Steve Hull regarding the fire suppression system for Herrick North.

John Lillehaug is working on a wildfire Mitigation approval letter.

I should have it the first of next week.

Hope these are adequate. Let me know.

USPS approval is still pending

Let us know if these work and or any other items you need.

Respectfully

Ted Larson

Sent from my iPhone

Begin forwarded message:

From: Ted <[REDACTED]>
Date: February 6, 2026 at 4:30:31 PM MST
To: Philip Portsche [REDACTED]
Subject: Fwd: Herrick Hills North Subdivision

Sent from my iPhone

Begin forwarded message:

From: "Brown, Vance" <VBrown@idahopower.com>
Date: February 6, 2026 at 11:53:28 AM MST
To: [REDACTED]
Subject: Herrick Hills North Subdivision

Hey Ted,

We received full payment for your project on 12/5/2025 and will be starting construction late April 2026.

Let me know if you have any thoughts on this.

Thank you!

Vance Brown
Distribution Designer
Idaho Power
10790 Franklin Rd | Boise, ID | 83709

Office: (208)-388-5212
Email: VBrown@idahopower.com



IDAHO POWER LEGAL DISCLAIMER

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HERRICK NORTH SUBDIVISION

PART OF THE NW¼ OF THE SE¼ OF SECTION 8, T. 12N, R. 4E, B.M.,
CITY OF CASCADE, VALLEY COUNTY, IDAHO

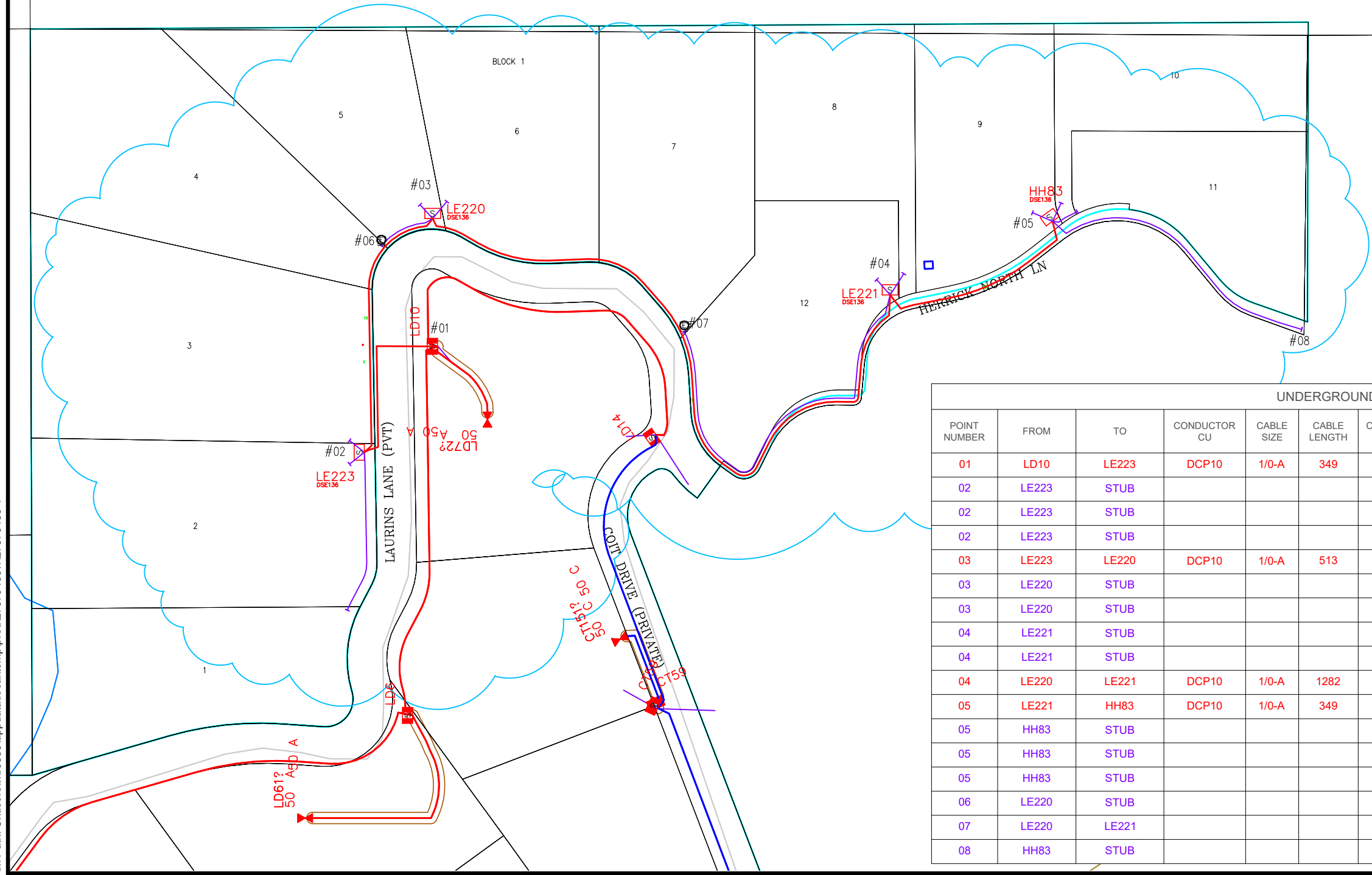
40" AVIAN CONSTRUCTION



YELLOW RISK FIRE ZONE TIER2




Idaho Power requirements for residential service:

UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	TRENCH LENGTH	COMPACTION LENGTH	BORE LENGTH
01	LD10	LE223	DCP10	1/0-A	349	DDB2	2	320	100	50	0
02	LE223	STUB				DDB2	2	287	287		0
02	LE223	STUB				DDB2	2	10	10		0
02	LE223	STUB				DDB2	2	10	10		0
03	LE223	LE220	DCP10	1/0-A	513	DDB2	2	485	485		0
03	LE220	STUB				DDB2	2	10	10		0
03	LE220	STUB				DDB2	2	10	10		0
04	LE221	STUB				DDB2	2	10	10		0
04	LE221	STUB				DDB2	2	10	10		0
04	LE220	LE221	DCP10	1/0-A	1282	DDB2	2	1254	1254		0
05	LE221	HH83	DCP10	1/0-A	349	DDB2	2	321	321		0
05	HH83	STUB				DDB2	2	10	10		0
05	HH83	STUB				DDB2	2	10	10		0
05	HH83	STUB				DDB2	2	45	45		0
06	LE220	STUB				DDB2	2	109	-		0
07	LE220	LE221				DDB2	2	1254	-		0
08	HH83	STUB				DDB2	2	518	518		0

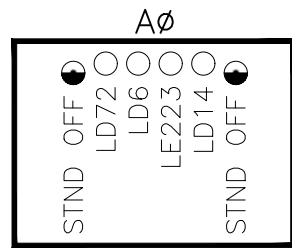
By: tvb0556 Date: 12/5/2025 10:04 AM Path: C:\users\tvb0556\appdata\local\temp\prod\27679486\127679486-1

<p>Work Order Description: HERRICK HILLS NORTH</p> <p>Additional Description: UNDERGROUND FACILITIES FOR 12 LOTS</p> <p>Additional Description: LAURINS RD</p>		<p>Feeder Name CSCD13</p> <p>City CASCADE</p> <p>State ID</p> <p>Cadastral Code 1120408</p> <p>County VALLEY</p>	<p>Avian Zone: 40 INCH</p> <p>Arc Flash Rating: BLUE</p> <p>Wildfire Zone: 2</p> <p>Joint Use Attachment: NO</p> <p>Cutover: NO</p> <p>Coordinate System: IPTM</p>	<p>PreBuilt Date:</p> <p>Built as Designed:</p> <p>Construction Date:</p> <p>Operating Voltage: 7.2KV</p> <p>Work Order Revision:</p>	<p>Designer: TVB0556</p> <p>Design No: 0000176838</p> <p>Design Version: 1</p> <p>Work Order No: 27679486</p>
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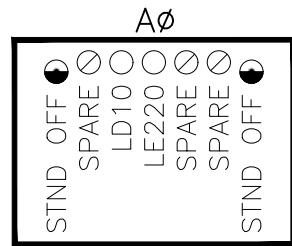
Customer Signature:

Date:

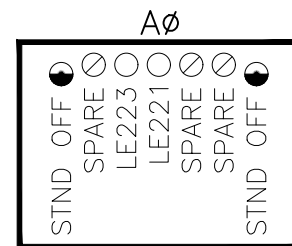
By: tvb0556 Date: 12/5/2025 10:04 AM Path: C:\users\tvb0556\appdata\local\temp\prod\27679486\1\27679486-1



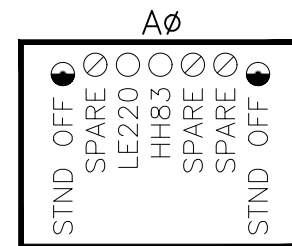
LD10



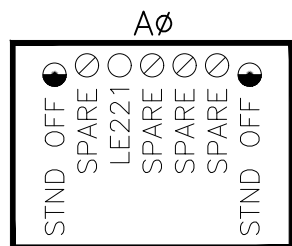
LE223



LE220



LE221



HH83

DEVELOPER TO STAKE RUNNING LINE, FINAL GRADE AND DEVICE LOCATIONS.
ALL TRENCH SPOILS TO BE LEFT ON SITE.

FIRE-RESISTANT BARRIER
WHERE IT IS NOT PRACTICAL TO OBTAIN THE SPECIFIED CLEARANCES BETWEEN THE EQUIPMENT AND THE COMBUSTIBLE BUILDING SURFACES OR OPENINGS, THE CUSTOMER MAY PROVIDE FIRE-RESISTANT BARRIERS MADE OF NON-COMBUSTIBLE MATERIALS AND MEETING ALL APPLICABLE BUILDING CODES AND IDAHO POWER REQUIREMENTS.

- NOTES:**
- VARY THE HEIGHT AND LENGTH OF THE BARRIER TO FIT THE NEEDS OF EACH APPLICATION.
 - ALLOW SPACE FOR REASONABLE VARIATIONS IN THE SIZE OF THE EQUIPMENT SHOULD IT BE REPLACED IN THE FUTURE.
 - THE 10' CLEARANCE IS MEASURED "LINE-OF-SIGHT" BETWEEN THE NEAREST POINT ON THE EQUIPMENT AND THE WALL OR OPENING.

NON-COMBUSTIBLE WALLS WITH OPENINGS.
A 10' CLEARANCE IS REQUIRED IN FRONT, TO EACH SIDE AND VERTICALLY OF ANY DOOR, WINDOW THAT OPENS, AIR INTAKE VENT OR FIRE ESCAPE ROUTE LOCATED ON A NON-COMBUSTIBLE WALL OR SURFACE.

COMBUSTIBLE WALLS.
A 10' CLEARANCE IS REQUIRED FOR COMBUSTIBLE WALLS OR SURFACES.

- NOTE:**
- THESE DIMENSIONS MAY BE REDUCED IF THE CUSTOMER PROVIDES A SUITABLE FIRE BARRIER.

I HEREBY CERTIFY THAT THE DETAILS OF THIS PLAT ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. IDAHO POWER COMPANY (IPC) IS HEREBY AUTHORIZED AND REQUESTED TO INSTALL, OPERATE AND MAINTAIN ELECTRICAL FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT. IPC WILL NOT BE REQUIRED TO REMOVE OR RELOCATE SUCH ELECTRICAL FACILITIES UNLESS THE COST OF SUCH RELOCATION OR REMOVAL IS PAID IN ADVANCE BY L & P HOLDINGS OR ANY SUBSEQUENT OWNER OF THE SUBDIVISION PROPERTY. THE UTILITY EASEMENTS SET FORTH IN THE FINAL, RECORDED PLAT FOR THE SUBDIVISION WILL PROPERLY ENCOMPASS IPC'S ELECTRICAL FACILITIES.

Customer Signature:

Date:

Work Order Description:
HERRICK HILLS NORTH

Additional Description:
UNDERGROUND FACILITIES FOR 12 LOTS

Additional Description:
LAURINS RD



Feeder Name CSCD13	
City CASCADE	Cadastral Code 1120408
State ID	County VALLEY

Avian Zone: **40 INCH**
Arc Flash Rating: **BLUE**
Wildfire Zone: **2**
Joint Use Attachment: **NO**
Cutover: **NO**
Coordinate System: **IPTM**

PreBuilt Date:
Built as Designed:
Construction Date:
Operating Voltage: **7.2KV**
Work Order Revision:

Designer: **TVB0556**
Design No: **0000176838**
Design Version: **1**
Work Order No: **27679486**

August 28, 2025

Cynda Herrick, Director

Valley County Planning & Zoning Department

219 N. Main Street

PO Box 1350

Cascade, ID 83611

Re: Proof of Legal Access for Property in Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho (Parcel Owned by L&P Holdings LLC)

Dear Ms. Herrick:

I am writing on behalf of L&P Holdings LLC, the current owner of the subject property located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho. This letter responds to your department's request for proof that we have the legal right to use the private road providing access to the property. As detailed below, our access is secured through a recorded perpetual easement that runs with the land, supported by a complete chain of title, and is protected under Idaho state law, specifically Idaho Code §§ 55-601, 55-604, and 5-203, in compliance with Valley County requirements for legal access in permitting processes.

The legal right to use the private road is established by an express easement granted by Boise Cascade Corporation to Duane William Garrett and Mary L. Garrett on January 28, 1994, and recorded in Valley County on March 14, 1994, under Recording Number 202664. This easement provides a nonexclusive, 60-foot-wide right-of-way for ingress and egress to the subject property, with a detailed metes and bounds description (Exhibit A) and a map delineating the road's path from a point 371.10 feet north of the southeast corner of the N1/2 SE1/4 northward to Station 188+00, connecting to a public right-of-way (State Highway 55). The easement is perpetual and appurtenant to the land under Idaho Code § 55-604, limiting use to access purposes, with terms including shared maintenance based on usage, indemnity provisions, and restrictions ensuring no unreasonable interference. The document, including notary acknowledgments from Ada County, Idaho, executed on March 14, 1994, confirms its proper execution and recording.

Under Idaho law, the following statutes affirm our legal rights:

- Idaho Code § 55-601: Defines an easement as a right in another's land, including for roads or pathways, which applies to this 60-foot-wide right-of-way.
- Idaho Code § 55-604: Specifies that easements appurtenant, such as this one, run with the land and transfer automatically to subsequent owners without interruption, ensuring L&P Holdings LLC's rights.
- Idaho Code § 5-203: Establishes the framework for property rights continuity, supporting the easement's validity over time absent termination.

The chain of title for the subject property confirms this transfer without interruption or termination:

- Boise Cascade Corporation to Duane William Garrett (Warranty Deed, Recording No. 202665, 1994)
- Estate of Duane W. Garrett & Mary Garrett to Carol Garrett (Personal Representative's Deed, Recording No. 402828)
- Carol Garrett to Roger Garrett (Quitclaim Deed, Recording No. 436613)
- Roger Garrett to Stuart O. Welton & Raeleen G. Welton (Warranty Deed, Recording No. 446143)
- Stuart O. Welton & Raeleen G. Welton to L&P Holdings LLC (Warranty Deed, Recording No. 2024-467101, 2024)

This chain has been verified through title insurance, confirming Boise Cascade's ownership of the servient estate at the time of granting and the easement's ongoing validity. No evidence exists of abandonment, merger, or other termination under Idaho law.

Enclosed for your review are copies of:

- The recorded Easement Agreement (Recording No. 202664), including all pages with terms, notary acknowledgments, Exhibit A (metes and bounds), and the map
- The deeds in the chain of title listed above

These documents demonstrate our legal right to use the private road for access, satisfying Valley County requirements for proof of legal access in applications for permits or development, as outlined in the Valley County Code and Idaho's Local Land Use Planning Act (Idaho Code § 67-6501 et seq.). If additional information is needed, such as a current survey confirming the road's location please let us know.

Please see all the attached documentation.

Thank you for your attention to this matter. We appreciate your assistance in ensuring compliance with county regulations.

Sincerely,

Philip M Portsche

Member

L&P Holdings LLC

EASEMENT

THIS EASEMENT is dated this 24th day of January, 1994, from BOISE CASCADE CORPORATION, a Delaware corporation ("Grantor"), to DUANE WILLIAM GARRETT and MARY L. GARRETT ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee, their heirs, successors and assigns a nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Valley, state of Idaho, more particularly described as Point A to Point B on Exhibit A attached hereto and by this reference made a part hereof. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs, successors and assigns:

a. Except as herein limited, Grantee shall have the right to construct, reconstruct, use, and maintain a road over the Easement for access to the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho ("Grantee's lands"). Grantee shall have the right to four access roads from Grantee's property onto the Easement. Grantee may use the road over the Easement only for ingress and egress and for no other purpose whatever.

This Easement shall be subject to traffic control and other regulations promulgated by Grantor from time to time, including the right of Grantor to close the road during periods of high fire danger or soft road conditions, provided Grantor shall also have suspended its operation in the area of the Easement. Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to the conduct of the Grantee on the Easement.

b. The term of this Easement shall be perpetual.

c. The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or Grantee permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event Grantee or any third party using the Easement with the consent or permission of Grantee shall damage the road or other improvements on the Easement beyond that occasioned by normal use and repaired by normal maintenance, then Grantee shall, at its sole cost and expense, cause such damage to

be repaired. Grantor shall have no obligation to repair or maintain the road during periods when the road is not being used by Grantor. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

d. Grantee agrees to indemnify and hold Grantor harmless and, at Grantee's expense, to defend Grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to employees of Grantor, or damage to or destruction of any property, including but not limited to property of Grantor, or any fire resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or the Grantee's exercise of the rights herein granted; provided, however, Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property, resulting from the sole negligence of Grantor.

e. Grantee may permit third parties to exercise the rights of Grantee under this Easement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

f. This Easement shall be deemed appurtenant to, and not transferable separate from Grantee's land designated above.

2. This Easement is granted subject to the following reservations by Grantor for itself, its permittees, contractors, assigns and successors in interest:

a. The right, without cost, to cross and recross the Easement and the road at any place along said road by any reasonable means and to use the Easement for any other purpose deemed necessary or desirable by Grantor, including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by it. Grantor shall have the right to unrestricted use of the road for the purpose of operating and moving specialized logging vehicles or other equipment. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the

road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road for disposal by Grantor.

c. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road.

d. Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

IN WITNESS WHEREOF, the parties hereof have executed this instrument on the day and year first hereinabove written.

GRANTOR:
BOISE CASCADE CORPORATION

By J. W. Hill
Vice President

GRANTEE:

Doane W. Garrett
DUANE WILLIAM GARRETT

Mary L. Garrett
MARY L. GARRETT

202664

MOUNTAIN TITLE & ESCROW
REGISTERED BY

11-14-11 11:40 AM '11
TYPE mountain
L1111
VALLEY
BY Doane W. Garrett
FEE

JP30813E

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 25th day of January, 1994, before me, the undersigned, a notary public in and for said state, personally appeared J. W. Holleran, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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



Jeanell M. Trieber
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/97

STATE OF IDAHO)
COUNTY OF Ada) ss.

On this 14th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DUANE WILLIAM GARRETT and MARY L. GARRETT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Ram Cardona
Notary Public for
Residing at: Boise
My Commission expires: March 1996

JP30813E

ROAD EASEMENT

T. 12N., R. 4E., B.M.



OF ENDING, of said 60 foot-wide easement, which point bears N 14° 27' 15" E, a distance of 344.68 feet from highway station 188+00, as marked by a found right-of-way monument.



EXHIBIT A

A 60-foot wide easement for ingress and egress on a private road located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more particularly described, as follows:

Commencing at the East quarter corner of said Section 8, a found aluminum monument, C.P.F. Instrument 124877 corner records of said Valley County; thence a bearing of $589^{\circ} 31' 17''$ West, a distance of 371.30 feet on the North boundary of said North Half of the Southeast Quarter to a set 5/8 inch rebar; thence a bearing South, a distance of 561.80 feet to the centerline of said private road, being the TRUE POINT OF BEGINNING of said easement.

Thence a bearing of $N 70^{\circ} 46' 07'' W$, a distance of 111.99 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 163.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 87.32 feet, and a long chord which bears $N 55^{\circ} 25' 11'' W$, a distance of 86.28 feet to a point; Thence a bearing of $N 48^{\circ} 12' 15'' W$, a distance of 92.31 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 123.89 feet, a delta angle of $83^{\circ} 10' 21''$, a length of 190.65 feet, and a long chord which bears $N 84^{\circ} 17' 26'' W$, a distance of 172.39 feet to a point; Thence a bearing of $S 51^{\circ} 37' 24'' W$, a distance of 74.52 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 373.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 175.05 feet, and a long chord which bears $S 65^{\circ} 03' 21'' W$, a distance of 173.45 feet to a point; Thence a bearing of $S 78^{\circ} 29' 18'' W$, a distance of 61.62 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 102.23 feet, and a long chord which bears $S 41^{\circ} 25' 57'' W$, a distance of 95.25 feet to a point; Thence a bearing of $S 4^{\circ} 22' 16'' W$, a distance of 61.38 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 44.13 feet, a delta angle of $35^{\circ} 34' 23''$, a length of 65.90 feet, and a long chord which bears $S 47^{\circ} 09' 47'' W$, a distance of 59.95 feet to a point; Thence a bearing of $S 39^{\circ} 56' 58'' W$, a distance of 30.96 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 94.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 106.01 feet, and a long chord which bears $S 57^{\circ} 57' 25'' W$, a distance of 100.59 feet to a point; Thence a bearing of $S 25^{\circ} 57' 52'' W$, a distance of 66.22 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 60.51 feet, a delta angle of $99^{\circ} 21' 18''$, a length of 104.93 feet, and a long chord which bears $S 75^{\circ} 38' 31'' W$, a distance of 92.26 feet to a point; Thence a bearing of $N 54^{\circ} 40' 50'' W$, a distance of 29.19 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 154.10 feet, a delta angle of $50^{\circ} 48' 43''$, a length of 135.67 feet, and a long chord which bears $N 29^{\circ} 16' 25'' W$, a distance of 132.23 feet to a point; Thence a bearing of $S 3^{\circ} 52' 09'' W$, a distance of 68.23 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 169.46 feet, a delta angle of $17^{\circ} 39' 06''$, a length of 116.49 feet, and a long chord which bears $N 22^{\circ} 26' 31'' W$, a distance of 109.02 feet to a point; Thence a bearing of $N 11^{\circ} 31' 02'' W$, a distance of 53.63 feet on said centerline to a point; Thence on a curve to the left, on said

EASEMENT

THIS EASEMENT is dated this 24th day of January, 1994, from BOISE CASCADE CORPORATION, a Delaware corporation ("Grantor"), to DUANE WILLIAM GARRETT and MARY L. GARRETT ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee, their heirs, successors and assigns a nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Valley, state of Idaho, more particularly described as Point A to Point B on Exhibit A attached hereto and by this reference made a part hereof. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs, successors and assigns:

a. Except as herein limited, Grantee shall have the right to construct, reconstruct, use, and maintain a road over the Easement for access to the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho ("Grantee's lands"). Grantee shall have the right to four access roads from Grantee's property onto the Easement. Grantee may use the road over the Easement only for ingress and egress and for no other purpose whatever.

This Easement shall be subject to traffic control and other regulations promulgated by Grantor from time to time, including the right of Grantor to close the road during periods of high fire danger or soft road conditions, provided Grantor shall also have suspended its operation in the area of the Easement. Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to the conduct of the Grantee on the Easement.

b. The term of this Easement shall be perpetual.

c. The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or Grantee permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event Grantee or any third party using the Easement with the consent or permission of Grantee shall damage the road or other improvements on the Easement beyond that occasioned by normal use and repaired by normal maintenance, then Grantee shall, at its sole cost and expense, cause such damage to

be repaired. Grantor shall have no obligation to repair or maintain the road during periods when the road is not being used by Grantor. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

d. Grantee agrees to indemnify, and hold Grantor harmless and, at Grantee's expense, to defend Grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to employees of Grantor, or damage to or destruction of any property, including but not limited to property of Grantor, or any fire resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or the Grantee's exercise of the rights herein granted; provided, however, Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property, resulting from the sole negligence of Grantor.

e. Grantee may permit third parties to exercise the rights of Grantee under this Easement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

f. This Easement shall be deemed appurtenant to and not transferable separate from Grantee's land designated above.

2. This Easement is granted subject to the following reservations by Grantor for itself, its permittees, contractors, assigns and successors in interest:

a. The right, without cost, to cross and recross the Easement and the road at any place along said road by any reasonable means and to use the Easement for any other purpose deemed necessary or applicable by Grantor, including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by it. Grantor shall have the right to unrestricted use of the road for the purpose of operating and moving specialized logging vehicles or other equipment. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the

road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road for disposal by Grantor.

c. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road.

d. Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

IN WITNESS WHEREOF, the parties hereof have executed this instrument on the day and year first hereinabove written.

GRANTOR:
BOISE CASCADE CORPORATION

By *F. W. Hill*
Vice President

GRANTEE:

Doane W. Garrett
DOANE WILLIAM GARRETT

Mary L. Garrett
MARY L. GARRETT

202664

MOUNTAIN TITLE & ESCROW
REQUESTED BY
RESPONDENT

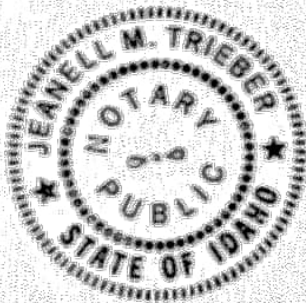
MAR 14 11 40 AM '51
TYPE *mount 12*
VALUED BY *[Signature]*
FEE *[Signature]*

JP30813E

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 25th day of January, 1994, before me, the undersigned, a notary public in and for said state, personally appeared J. W. Holleran, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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



Jeanell M. Trieber
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/97

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 14th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DUANE WILLIAM GARRETT and MARY L. GARRETT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Ram Cardona
Notary Public for
Residing at: Boise
My Commission expires: March 1996

JP30813E

ROAD EASEMENT

T. 12N., R. 4E., B.M.



OF ENDING, of said 60 foot-wide easement, which point bears N 14° 27' 15" E, a distance of 144.68 feet from highway station 188+00, as marked by a found right-of-way monument.



EXHIBIT A

A 60-foot wide easement for ingress and egress on a private road located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more particularly described as follows:

Commencing at the East quarter corner of said Section 8, a found aluminum monument, C.P.F. Instrument 124877 corner records of said Valley County; thence a bearing of $S89^{\circ} 31' 17''$ West, a distance of 371.30 feet on the North boundary of said North Half of the Southeast Quarter to a set $5/8$ inch rebar; thence a bearing South, a distance of 561.80 feet to the centerline of said private road, being the TRUE POINT OF BEGINNING of said easement.

Thence a bearing of $N 70^{\circ} 46' 07''$ W, a distance of 111.99 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 163.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 87.32 feet, and a long chord which bears $N 55^{\circ} 29' 11''$ W, a distance of 86.28 feet to a point; Thence a bearing of $N 40^{\circ} 12' 15''$ W, a distance of 92.31 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 123.89 feet, a delta angle of $83^{\circ} 10' 21''$, a length of 190.65 feet, and a long chord which bears $N 84^{\circ} 17' 26''$ W, a distance of 172.39 feet to a point; Thence a bearing of $S 51^{\circ} 37' 24''$ W, a distance of 74.52 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 373.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 175.05 feet, and a long chord which bears $S 65^{\circ} 03' 21''$ W, a distance of 173.45 feet to a point; Thence a bearing of $S 78^{\circ} 29' 18''$ W, a distance of 61.62 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 102.23 feet, and a long chord which bears $S 41^{\circ} 25' 57''$ W, a distance of 95.25 feet to a point; Thence a bearing of $S 4^{\circ} 22' 36''$ W, a distance of 61.08 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 44.13 feet, a delta angle of $85^{\circ} 34' 23''$, a length of 65.90 feet, and a long chord which bears $S 47^{\circ} 09' 47''$ W, a distance of 59.95 feet to a point; Thence a bearing of $S 39^{\circ} 56' 58''$ W, a distance of 30.96 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 94.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 106.01 feet, and a long chord which bears $S 57^{\circ} 57' 25''$ W, a distance of 100.59 feet to a point; Thence a bearing of $S 25^{\circ} 57' 52''$ W, a distance of 66.22 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 60.51 feet, a delta angle of $99^{\circ} 21' 18''$, a length of 104.93 feet, and a long chord which bears $S 75^{\circ} 38' 31''$ W, a distance of 92.26 feet to a point; Thence a bearing of $N 54^{\circ} 40' 50''$ W, a distance of 29.19 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 154.20 feet, a delta angle of $50^{\circ} 43' 48''$, a length of 136.67 feet, and a long chord which bears $N 29^{\circ} 16' 25''$ W, a distance of 132.23 feet to a point; Thence a bearing of $S 3^{\circ} 52' 09''$ W, a distance of 48.29 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 169.66 feet, a delta angle of $37^{\circ} 29' 06''$, a length of 118.99 feet, and a long chord which bears $S 22^{\circ} 36' 33''$ W, a distance of 109.02 feet to a point; Thence a bearing of $N 41^{\circ} 21' 37''$ W, a distance of 53.63 feet on said centerline to a point; Thence on a curve to the left, on said

202664
3/14/94

EASEMENT

THIS EASEMENT is dated this 24th day of January, 1994, from BOISE CASCADE CORPORATION, a Delaware corporation ("Grantor"), to DUANE WILLIAM GARRETT and MARY L. GARRETT ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee, their heirs, successors and assigns a nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Valley, state of Idaho, more particularly described as Point A to Point B on Exhibit A attached hereto and by this reference made a part hereof. This Easement is subject to existing easements and to all claims, liens, encumbrances, reservations, and restrictions of record.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs, successors and assigns:

a. Except as herein limited, Grantee shall have the right to construct, reconstruct, use, and maintain a road over the Easement for access to the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho ("Grantee's lands"). Grantee shall have the right to four access roads from Grantee's property onto the Easement. Grantee may use the road over the Easement only for ingress and egress and for no other purpose whatever.

This Easement shall be subject to traffic control and other regulations promulgated by Grantor from time to time, including the right of Grantor to close the road during periods of high fire danger or soft road conditions, provided Grantor shall also have suspended its operation in the area of the Easement. Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to the conduct of the Grantee on the Easement.

b. The term of this Easement shall be perpetual.

c. The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or Grantee permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event Grantee or any third party using the Easement with the consent or permission of Grantee shall damage the road or other improvements on the Easement beyond that occasioned by normal use and repaired by normal maintenance, then Grantee shall, at its sole cost and expense, cause such damage to

be repaired. Grantor shall have no obligation to repair or maintain the road during periods when the road is not being used by Grantor. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

d. Grantee agrees to indemnify and hold Grantor harmless and, at Grantee's expense, to defend Grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or death of any person, including but not limited to employees of Grantor, or damage to or destruction of any property, including but not limited to property of Grantor, or any fire resulting from or arising out of, partly or wholly, directly or indirectly, the existence of or the Grantee's exercise of the rights herein granted; provided, however, Grantee's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property, resulting from the sole negligence of Grantor.

e. Grantee may permit third parties to exercise the rights of Grantee under this Easement to the extent such use by third parties is consistent with and limited to the purposes for which this Easement has been granted and provided that such third party shall comply with all terms and conditions of this Easement. Grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of Grantee.

f. This Easement shall be deemed appurtenant to and not transferable separate from Grantee's lands designated above.

2. This Easement is granted subject to the following reservations by Grantor for itself, its permittees, contractors, assigns and successors in interest:

a. The right, without cost, to cross and recross the Easement and the road at any place along said road by any reasonable means and to use the Easement for any other purpose deemed necessary or desirable by Grantor, including, without limitation, to use the Easement in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by it. Grantor shall have the right to unrestricted use of the road for the purpose of operating and moving specialized logging vehicles or other equipment. Grantor may assign all or any part of its rights herein to third parties or permit third parties to exercise the rights of Grantor herein.

b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right, subject to the prior approval of Grantor, to cut timber upon the Easement to the extent necessary for constructing, reconstructing, and maintaining the

road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road for disposal by Grantor.

c. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road.

d. Grantor's failure to exercise any of its rights under this Easement shall not be deemed a waiver of such rights, and in the event of subsequent or continuing defaults by Grantee, Grantor shall have the right to exercise any of its rights herein.

IN WITNESS WHEREOF, the parties hereof have executed this instrument on the day and year first hereinabove written.

GRANTOR:
BOISE CASCADE CORPORATION

By *[Signature]*
Vice President

GRANTEE:

[Signature]
DUANE WILLIAM GARRETT

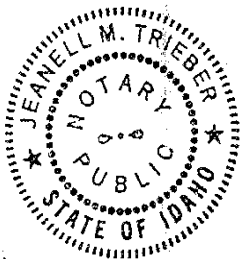
[Signature]
MARY L. GARRETT

202664
MOUNTAIN TITLE & ESCROW
REQUESTED BY: _____
RECORDED
MAR 14 11 46 AM '94
TYPE: *man #2*
VALLEY, OR
FEE: *5.00*

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 25th day of January, 1994, before me, the undersigned, a notary public in and for said state, personally appeared J. W. Holleran, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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



Jeannell M. Trieber
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/97

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 14th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DUANE WILLIAM GARRETT and MARY L. GARRETT, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Pam Cardona
Notary Public for
Residing at: Boise
My Commission expires: March 1996

JP30813E

EXHIBIT A

A 60-foot wide easement for ingress and egress on a private road located in the North Half of the Southeast Quarter of Section 8, Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho, and more particularly described as follows:

Commencing at the East quarter corner of said Section 8, a found aluminum monument, C.P.M. Instrument 124877 corner records of said Valley County; thence a bearing of $589^{\circ} 31' 17''$ West, a distance of 371.39 feet on the North boundary of said North Half of the Southeast Quarter to a set 5/8 inch rebar; thence a bearing South, a distance of 561.80 feet to the centerline of said private road, being the TRUE POINT OF BEGINNING of said easement.

Thence a bearing of $N 70^{\circ} 46' 07'' W$, a distance of 111.99 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 163.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 87.32 feet, and a long chord which bears $N 55^{\circ} 29' 11'' W$, a distance of 86.28 feet to a point; Thence a bearing of $N 40^{\circ} 12' 15'' W$, a distance of 92.31 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 123.89 feet, a delta angle of $88^{\circ} 10' 21''$, a length of 190.65 feet, and a long chord which bears $N 84^{\circ} 17' 26'' W$, a distance of 172.39 feet to a point; Thence a bearing of $S 51^{\circ} 37' 24'' W$, a distance of 74.52 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 373.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 175.05 feet, and a long chord which bears $S 65^{\circ} 03' 21'' W$, a distance of 173.45 feet to a point; Thence a bearing of $S 78^{\circ} 29' 18'' W$, a distance of 61.62 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 102.23 feet, and a long chord which bears $S 41^{\circ} 25' 37'' W$, a distance of 95.25 feet to a point; Thence a bearing of $S 4^{\circ} 22' 16'' W$, a distance of 61.88 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 44.13 feet, a delta angle of $85^{\circ} 34' 23''$, a length of 65.90 feet, and a long chord which bears $S 47^{\circ} 09' 47'' W$, a distance of 59.95 feet to a point; Thence a bearing of $S 39^{\circ} 56' 58'' W$, a distance of 30.96 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 94.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 106.01 feet, and a long chord which bears $S 57^{\circ} 57' 25'' W$, a distance of 108.59 feet to a point; Thence a bearing of $S 25^{\circ} 57' 52'' W$, a distance of 66.22 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 60.51 feet, a delta angle of $99^{\circ} 21' 18''$, a length of 104.93 feet, and a long chord which bears $S 75^{\circ} 38' 11'' W$, a distance of 92.26 feet to a point; Thence a bearing of $N 54^{\circ} 40' 50'' W$, a distance of 29.19 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 154.10 feet, a delta angle of $58^{\circ} 48' 48''$, a length of 116.67 feet, and a long chord which bears $N 29^{\circ} 18' 25'' W$, a distance of 132.23 feet to a point; Thence a bearing of $N 2^{\circ} 52' 08'' W$, a distance of 68.29 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 169.66 feet, a delta angle of $17^{\circ} 23' 06''$, a length of 118.49 feet, and a long chord which bears $N 22^{\circ} 26' 38'' E$, a distance of 109.82 feet to a point; Thence a bearing of $N 11^{\circ} 21' 07'' W$, a distance of 53.63 feet on said centerline to a point; Thence on a curve to the left, on said

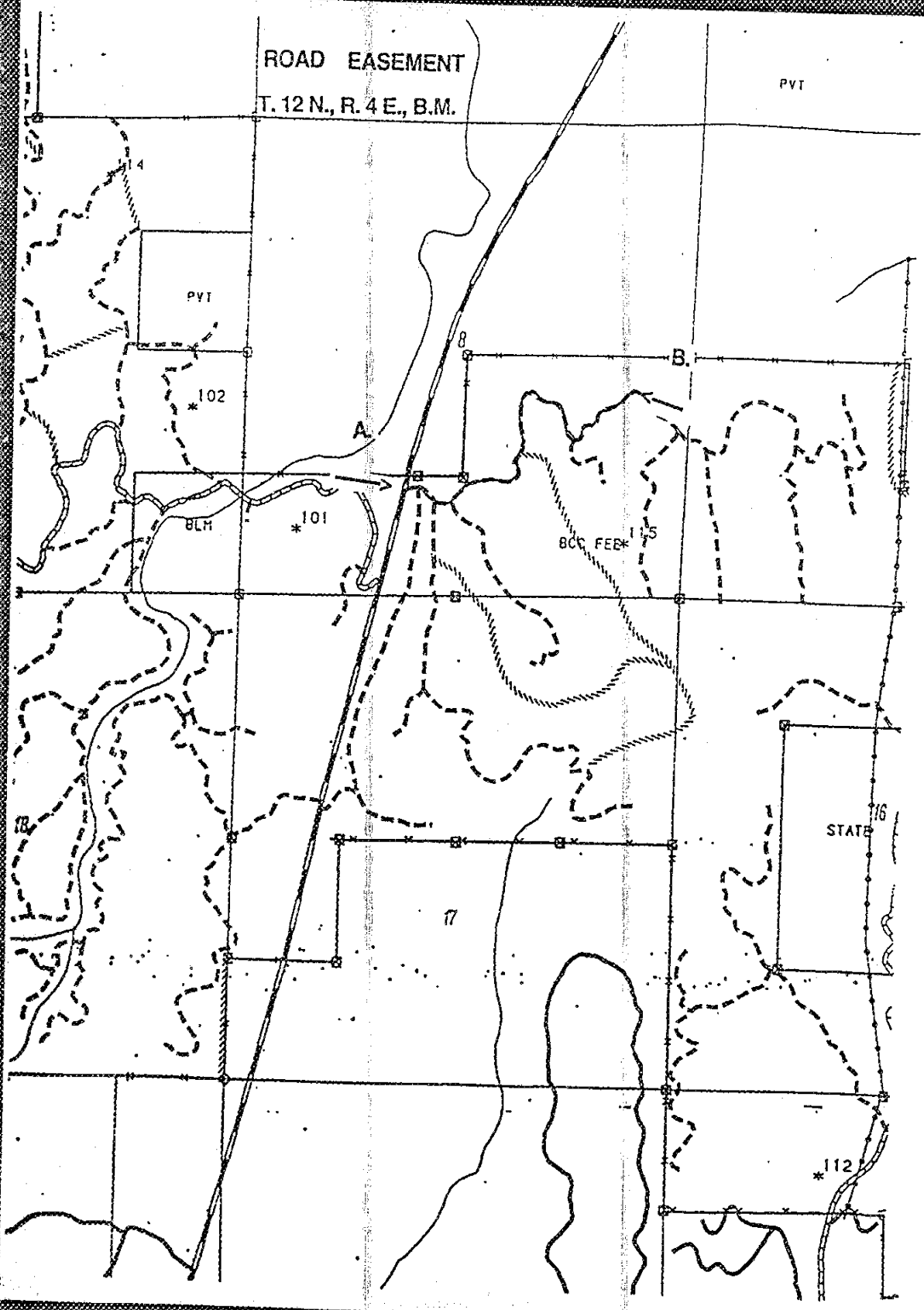
centerline, which curve has a radius of 87.71 feet, a delta angle of $51^{\circ} 04' 58''$, a length of 78.20 feet, and a long chord which bears $N 66^{\circ} 53' 36'' W$, a distance of 75.63 feet to a point; Thence a bearing of $S 87^{\circ} 33' 55'' W$, a distance of 70.18 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 266.84 feet, a delta angle of $32^{\circ} 21' 07''$, a length of 150.67 feet, and a long chord which bears $N 76^{\circ} 15' 32'' W$, a distance of 148.68 feet to a point; Thence a bearing of $N 60^{\circ} 04' 58'' W$, a distance 29.97 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 75.32 feet, a delta angle of $121^{\circ} 09' 15''$, a length of 159.26 feet, and a long chord which bears $S 59^{\circ} 20' 25'' W$, a distance of 131.20 feet to a point; Thence a bearing of $S 1^{\circ} 14' 13'' E$, a distance of 483.56 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 107.53 feet, a delta angle of $28^{\circ} 37' 45''$, a length of 53.73 feet, and a long chord which bears $S 13^{\circ} 04' 41'' W$, a distance of 53.17 feet to a point; Thence a bearing of $S 27^{\circ} 23' 33'' W$, a distance of 46.28 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 167.52 feet, a delta angle of $44^{\circ} 20' 46''$, a length of 129.66 feet, and a long chord which bears $S 5^{\circ} 13' 09'' W$, a distance of 126.45 feet to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 79.03 feet, a delta angle of $110^{\circ} 43' 14''$, a length of 152.72 feet, and a long chord which bears $S 38^{\circ} 24' 22'' W$, a distance of 130.04 feet to a point; Thence a bearing of $N 86^{\circ} 14' 01'' W$, a distance of 72.10 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 552.18 feet, a delta angle of $20^{\circ} 01' 15''$, a length of 192.95 feet, and a long chord which bears $S 83^{\circ} 45' 21'' W$, a distance of 191.97 feet to a point; Thence a bearing of $S 73^{\circ} 44' 44'' W$, a distance of 171.52 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 205.02 feet, a delta angle of $37^{\circ} 29' 50''$, a length of 134.18 feet, and a long chord which bears $S 54^{\circ} 59' 49'' W$, a distance of 131.79 feet to a point; Thence a bearing of $S 36^{\circ} 14' 53'' W$, a distance of 165.32 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 74.92 feet, a delta angle of $72^{\circ} 31' 55''$, a length of 94.84 feet, and a long chord which bears $S 72^{\circ} 30' 50'' W$, a distance of 88.63 feet to a point; Thence a bearing of $N 71^{\circ} 13' 13'' W$, a distance of 94.91 feet on said centerline to a point; Thence on a curve to the right, on said centerline, which curve has a radius of 130.84 feet, a delta angle of $31^{\circ} 11' 14''$, a length of 71.22 feet, and a long chord which bears $N 55^{\circ} 37' 35'' W$, a distance of 70.34 feet to a point; Thence a bearing of $N 40^{\circ} 01' 57'' W$, a distance of 124.58 feet on said centerline to a point; Thence on a curve to the left, on said centerline, which curve has a radius of 111.90 feet, a delta angle of $61^{\circ} 47' 09''$, a length of 120.67 feet, and a long chord which bears $N 70^{\circ} 55' 32'' W$, a distance of 114.91 feet to a point; Thence a bearing of $S 78^{\circ} 10' 52'' W$, a distance of 86.16 feet on said centerline, to a point on the easterly right-of-way boundary of State Highway 55, the POINT

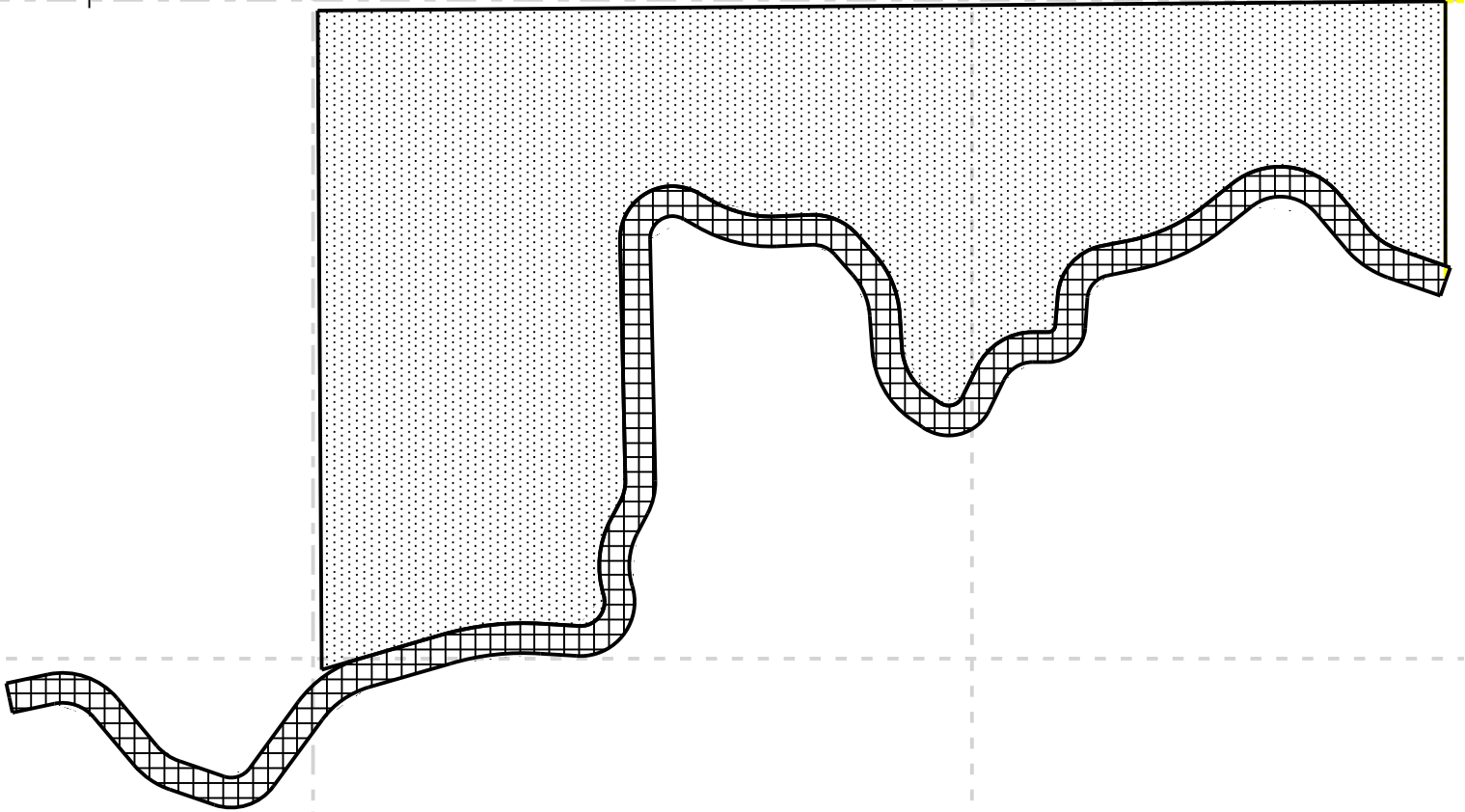
OF ENDING, of said 60 foot-wide easement, which point bears N 14°
27' 15" E, a distance of 344.68 feet from highway station 188+00,
as marked by a found right-of-way monument.



ROAD EASEMENT

T. 12 N., R. 4 E., B.M.





8/27/2025

Scale: 1 inch= 371 feet

File:

Tract 1: 6.0775 Acres (264735 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=8944 ft.
Tract 2: 35.5407 Acres, Closure: s22.5304e 0.01 ft. (1/704824), Perimeter=7719 ft.

Tract Data and Deed Calls

Tract 01: 6.0775 Acres (264735 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=8944 ft.

Tract 02: 35.5407 Acres, Closure: s22.5304e 0.01 ft. (1/704824), Perimeter=7719 ft.

Tract 02: 35.5407 Acres, Closure: s22.5304e 0.01 ft. (1/704824), Perimeter=7719 ft.

1: /ne,ne,se,8,12n,4e
2: /s89.3117w 371.30
3: /s0w 561.80
4: s19.1353w 30.00
5: n70.4607w 111.99
6: curve right radius 193.68 delta 030.3352 tangent n70.4607w
7: n40.1215w 92.31
8: curve left radius 93.89 delta 088.1021 tangent n40.1215w
9: s51.3724w 74.52
10: curve right radius 403.33 delta 026.5155 tangent s51.3723w
11: s78.2918w 61.62
12: curve left radius 49.03 delta 074.0642 tangent s78.2918w
13: s04.2236w 61.08
14: curve right radius 74.13 delta 085.3422 tangent s04.2236w
15: s89.5658w 30.96
16: curve left radius 64.93 delta 063.5906 tangent s89.5658w
17: s25.5752w 66.22
18: curve right radius 90.51 delta 099.2118 tangent s25.5752w
19: n54.4050w 29.19
20: curve right radius 184.10 delta 050.4848 tangent n54.4049w
21: n03.5200w 68.29
22: curve left radius 139.66 delta 037.2906 tangent n03.5200w
23: n41.2107w 53.63
24: curve left radius 57.71 delta 051.0458 tangent n41.2107w
25: s87.3355w 70.18
26: curve right radius 296.84 delta 032.2107 tangent s87.3354w
27: n60.0458w 29.97
28: curve left radius 45.32 delta 121.0915 tangent n60.0457w
29: s01.1413e 483.56
30: curve right radius 137.53 delta 028.3745 tangent s01.1412e
31: s27.2333w 46.28
32: curve left radius 137.52 delta 044.2046 tangent s27.2332w
33: curve right radius 109.03 delta 110.4314 tangent s16.5715e
34: n86.1401w 72.10
35: curve left radius 522.18 delta 020.0115 tangent n86.1401w
36: s73.4444w 171.52
37: curve left radius 175.02 delta 037.2950 tangent s73.4444w
38: s36.1453w 165.32
39: curve right radius 104.92 delta 072.3155 tangent s36.1453w
40: n71.1313w 94.91
41: curve right radius 160.84 delta 031.1114 tangent n71.1312w
42: n40.0157w 124.58
43: curve left radius 81.90 delta 061.4709 tangent n40.0157w
44: s78.1052w 86.16
45: n11.4908w 30.00
46: n11.4908w 30.00
47: n78.1052e 86.16
48: curve right radius 141.90 delta 061.4709 tangent n78.1053e
49: s40.0157e 124.58
50: curve left radius 100.84 delta 031.1114 tangent s40.0158e
51: s71.1313e 94.91
52: curve left radius 44.92 delta 072.3155 tangent s71.1312e
53: n36.1453e 165.32
54: curve right radius 235.02 delta 037.2950 tangent n36.1454e
55: n73.4444e 171.52
56: curve right radius 582.18 delta 020.0115 tangent n73.4443e
57: s86.1401e 72.10
58: curve left radius 49.03 delta 110.4314 tangent s86.1401e

Tract Data and Deed Calls

59: curve right radius 197.52 delta 044.2046 tangent n16.5714w
60: n27.2333e 46.28
61: curve left radius 77.53 delta 028.3745 tangent n27.2333e
62: n01.1413w 483.56
63: curve right radius 105.32 delta 121.0915 tangent n01.1412w
64: s60.0458e 29.97
65: curve left radius 236.84 delta 032.2107 tangent s60.0459e
66: n87.3355e 70.18
67: curve right radius 117.71 delta 051.0458 tangent n87.3355e
68: s41.2107e 53.63
69: curve right radius 199.66 delta 037.2906 tangent s41.2106e
70: s03.5200e 68.29
71: curve left radius 124.10 delta 050.4848 tangent s03.5201e
72: s54.4050e 29.19
73: curve left radius 30.51 delta 099.2118 tangent s54.4050e
74: n25.5752e 66.22
75: curve right radius 124.93 delta 063.5906 tangent n25.5752e
76: n89.5658e 30.96
77: curve left radius 14.13 delta 085.3422 tangent n89.5658e
78: n04.2236e 61.08
79: curve right radius 109.03 delta 074.0642 tangent n04.2236e
80: n78.2918e 61.62
81: curve left radius 343.33 delta 026.5155 tangent n78.2919e
82: n51.3724e 74.52
83: curve right radius 153.89 delta 088.1021 tangent n51.3723e
84: s40.1215e 92.31
85: curve left radius 133.68 delta 030.3352 tangent s40.1215e
86: s70.4607e 111.99
87: s19.1353w 30.00
88: @0
89: /ne,ne,se,8,12n,4e
90: /s89.3117w 371.30
91: s89.3117w 2259.80
92: s00.2119e 1320.72
93: n73.4444e 251.59
94: curve right radius 582.18 arc 203.43 delta 20.0115 chord n83.4521e 202.40
95: s86.1401e 72.10
96: curve left radius 49.03 arc 94.75 delta 110.4314 chord 80.68
97: curve right radius 197.52 arc 152.88 delta 44.2046 chord n05.1309e 149.09
98: n27.2333e 46.28
99: curve left radius 77.53 arc 38.74 delta 28.3745 chord n13.0441e 38.34
100: n01.1413w 483.56
101: curve right radius 105.32 arc 222.70 delta 121.0915 chord n59.2025e 183.47
102: s60.0458e 29.97
103: curve left radius 236.84 arc 133.73 delta 32.2107 chord s76.1532e 131.96
104: n87.3355e 70.18
105: curve right radius 117.71 arc 104.95 delta 51.0458 chord s66.5336e 101.50
106: s41.2107e 53.63
107: curve right radius 199.66 arc 130.63 delta 37.2906 chord s22.3633e 128.31
108: s03.5200e 68.29
109: curve left radius 124.10 arc 110.06 delta 50.4848 chord s29.1625e 106.49
110: s54.4050e 29.19
111: curve left radius 30.51 arc 52.91 delta 99.2118 chord n75.3831e 46.52
112: n25.5752e 66.22
113: curve right radius 124.93 arc 139.52 delta 63.5906 chord n57.5725e 132.38
114: n89.5658e 30.96
115: curve left radius 14.13 arc 21.10 delta 85.3422 chord n47.0947e 19.20
116: n04.2236e 61.08
117: curve right radius 109.03 arc 141.03 delta 74.0642 chord n41.2557e 131.40
118: n78.2918e 61.62
119: curve left radius 343.33 arc 160.98 delta 26.5155 chord n65.0321e 159.51

Tract Data and Deed Calls

120: n51.3724e 74.52

121: curve right radius 153.89 arc 236.84 delta 88.1021 chord s84.1726e 214.15

122: s40.1215e 92.31

123: curve left radius 133.68 arc 71.33 delta 30.3352 chord s55.2911e 70.48

124: s70.4607e 101.51

125: n0e 530.03

Instrument # 2024-467101
Valley County, Cascade, Idaho
12/30/2024 02:56:04 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW COMPANY
Douglas Miller Fee: \$15.00
Deputy Relliott
Electronically Recorded



AFTER RECORDING MAIL TO:

L and P Holdings, LLC
12126 N 18th Ave
Boise, ID 83714

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

WARRANTY DEED

File No.: 4106-4219577 (WS)

Date: **November 12, 2024**

For Value Received, **Stuart O. Welton and Raeleen G. Welton, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **L and P Holdings, LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **12126 N 18th Ave, Boise, ID 83714** the following described premises, situated in **Valley County, Idaho**, to wit:

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

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, A FOUND ALUMINUM MONUMENT, C.P.F. INST. 124877 CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 371.30 FEET ON THE NORTH BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, THE TRUE POINT OF BEGINNING. THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 2259.80 FEET ON SAID NORTH BOUNDARY TO A SET 5/8 INCH REBAR, MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8; THENCE A BEARING OF SOUTH 0° 21' 19" EAST, A DISTANCE OF 1320.72 FEET ON THE WEST BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, MARKING THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 8; THENCE A BEARING OF NORTH 73° 44' 44" EAST, A DISTANCE OF 251.59 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 582.18 FEET, A DELTA ANGLE OF 20° 01' 15", LENGTH OF 203.43 FEET, AND A LONG CHORD WHICH BEARS NORTH 83° 45' 21" EAST, A DISTANCE OF 202.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 86° 14' 01" EAST, A DISTANCE OF 72.10 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 49.03 FEET, A DELTA ANGLE OF 110° 43' 14", A LENGTH OF 94.75 FEET, AND A LONG CHORD WHICH BEARS NORTH 38° 24' 22" EAST, A DISTANCE OF 80.68 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 197.52 FEET, A DELTA ANGLE OF 44° 20' 46", A LENGTH OF 152.88 FEET, AND A LONG CHORD WHICH BEARS NORTH 5° 13' 09" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

149.09 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 27° 23' 33" EAST, A DISTANCE OF 46.28 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 77.53 FEET, A DELTA ANGLE OF 28° 37' 45", A LENGTH OF 38.74 FEET, AND A LONG CHORD WHICH BEARS NORTH 13° 04' 41" EAST A DISTANCE OF 38.34 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 1° 14' 13" WEST, A DISTANCE OF 483.56 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 105.32 FEET, A DELTA ANGLE OF 121° 09' 15", A LENGTH OF 222.70 FEET, AND A LONG CHORD WHICH BEARS NORTH 59° 20' 25" EAST, A DISTANCE OF 183.47 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 60° 04' 58" EAST, A DISTANCE OF 29.97 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 236.84 FEET, A DELTA ANGLE OF 32° 21' 07" A LENGTH OF 133.73 FEET, AND A LONG CHORD WHICH BEARS SOUTH 76° 15' 32" EAST, A DISTANCE OF 131.96 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 87° 33' 55" EAST, A DISTANCE OF 70.18 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 117.71 FEET A DELTA ANGLE OF 51° 04' 58", A LENGTH OF 104.95 FEET, AND A LONG CHORD WHICH BEARS SOUTH 66° 53' 36" EAST, A DISTANCE OF 101.50 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 41° 21' 07" EAST, A DISTANCE OF 53.63 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 199.66 FEET, A DELTA ANGLE OF 37° 29' 06", A LENGTH OF 130.63 FEET, AND A LONG CHORD WHICH BEARS SOUTH 22° 36' 33" EAST, A DISTANCE OF 128.31 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 3° 52' 00" EAST, A DISTANCE OF 68.29 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 124.10 FEET, A DELTA ANGLE OF 50° 48' 48", A LENGTH OF 110.06 FEET, AND A LONG CHORD WHICH BEARS SOUTH 29° 16' 25" EAST A DISTANCE OF 106.49 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 54° 40' 50" EAST, A DISTANCE OF 29.19 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 30.51 FEET, A DELTA ANGLE OF 99° 21' 18", A LENGTH OF 52.91 FEET, AND A LONG CHORD WHICH BEARS NORTH 75° 38' 31" EAST, A DISTANCE OF 46.52 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 25° 57' 52" EAST, A DISTANCE OF 66.22 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 124.93 FEET, A DELTA ANGLE OF 63° 59' 06", A LENGTH OF 139.52 FEET, AND A LONG CHORD WHICH BEARS NORTH 57° 57' 25" EAST, A DISTANCE OF 132.38 FEET TO A SET 5/8 INCH A REBAR; THENCE A BEARING OF NORTH 89° 56' 58" EAST, A DISTANCE OF 30.96 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 14.13 FEET, A DELTA ANGLE OF 85° 34' 22", A LENGTH OF 21.10 FEET, AND A LONG CHORD WHICH BEARS NORTH 47° 09' 47" EAST, A DISTANCE OF 19.20 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 4° 22' 36" EAST, A DISTANCE OF 61.08 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 109.03 FEET, A DELTA ANGLE OF 74° 06' 42", A LENGTH OF 141.03 FEET, AND A LONG CHORD WHICH BEARS NORTH 41° 25' 57" EAST, A DISTANCE OF 131.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 78° 29' 18" EAST, A DISTANCE OF 61.62 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 343.33 FEET, A DELTA ANGLE OF 26° 51' 55", A LENGTH OF 160.98 FEET, AND A LONG CHORD WHICH BEARS NORTH 65° 03' 21" EAST, A DISTANCE OF 159.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 51° 37' 24" EAST, A DISTANCE OF 74.52 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 153.89 FEET, A DELTA ANGLE OF 88° 10' 21", A LENGTH OF 236.84 FEET, AND A LONG CHORD WHICH BEARS SOUTH 84° 17' 26" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

214.15 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 40° 12' 15" EAST, A DISTANCE OF 92.31 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 133.68 FEET, A DELTA ANGLE OF 30° 33' 52", A LENGTH OF 71.33 FEET, AND A LONG CHORD WHICH BEARS SOUTH 55° 29' 11" EAST, A DISTANCE OF 70.48 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 70° 46' 07" EAST, A DISTANCE OF 101.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH, A DISTANCE OF 530.03 FEET TO THE POINT OF BEGINNING.

APN: RP12N04E087220

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



1006542

Instrument # 300773
VALLEY COUNTY, CASCADE, IDAHO
2005-09-27 10:32:17 No. of Pages: 5
Recorded for : AMERITITLE
LELAND G. HEINRICH Fee: 15.00
Ex-Officio Recorder Deputy *J. N. ...*
Index to: DEEDS

WARRANTY DEED

For Value Received, **HERRICK HILLS PROPERTIES LLC**, the Grantors,
do hereby grant, bargain, sell and convey unto
CASCADE SOUTH, INC.
whose address is **413 CABARTON ROAD, Cascade, ID 83611**,
the Grantee, the following described premises, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 2005 taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: *9-26-05*

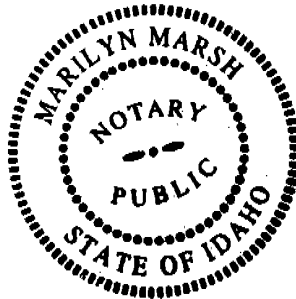
HERRICK HILLS PROPERTIES LLC
BY: *Dwight Jividen*
DWIGHT JIVIDEN, MANAGER

STATE OF IDAHO)
)ss
COUNTY OF) *Valley*

On this *26th* day of *September*, 2005, before me, *Marilyn Marsh* the undersigned, a Notary Public in and for said State, personally appeared DWIGHT JIVIDEN as Manager of HERRICK HILLS PROPERTIES LLC a Limited Liability Company, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity.

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

Marilyn Marsh
Notary Public for
Residing at: *Cascade, Idaho*
Commission Expires: *5-26-06*



CONTINUATION A
EXHIBIT A

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 17: The South half of the Northeast Quarter; and that portion of the South Half of the Northwest Quarter lying East of Idaho State Highway 55

LESS AND EXCEPTING THEREFROM:

A parcel of land being a portion of the NW1/4 of Section 17, T. 12 N., R. 4 E., B.M., Valley County, Idaho as shown on FAP No. NH- 3270 (124), more particularly described as follows:
Commencing at a found brass cap marking the West 1/4 corner of Section 17, T. 12 N., R. 4 E., B.M., from which a found aluminum cap marking the Northwest corner of Section 17 bears North 00° 01' 10" East, 803.517 meters (2,636.21 feet), Thence along the East-West center line of Section 17, South 89° 50' 25" East, 314.950 meters (1,033.30 feet) to a point on the existing Easterly right-of-way of State Highway 55, The Point of Beginning;
Thence along said right-of-way, North 13° 41' 58" East, 96.906 meters (317.93 feet) to a point;
Thence South 78° 00' 07" East, 1.963 meters (6.44 feet) to a point on the new Easterly right-of-way of State Highway 55;
Thence along said right-of-way, South 13° 41' 58" West 96.492 meters (316.57 feet) to a point on said East-West center line of Section 17;
Thence North 89° 50' 25" West, 2,018 meters (6.62 feet) to the Point of Beginning.

CONTINUATION A
EXHIBIT A

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 8: The South Half of the Southeast Quarter; and that portion of the South Half of the Southwest Quarter lying East of State Highway 55 and the North Half of the Southeast Quarter

EXCEPTING THEREFROM:

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R. 4 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 8, a found aluminum monument, C.P.F. Inst. 124877 corner records of said Valley County; Thence a bearing of S. 89° 31' 17" W., a distance of 371.30 feet on the North boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the True Point of Beginning;

Thence a bearing of S. 89° 31' 17" W., a distance of 2259.80 feet on said North boundary to set 5/8 inch rebar, marking the center 1/4 corner of said Section 8; Thence a bearing of S. 0° 21' 19" E., a distance of 1320.72 feet on the West boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N. 73° 44' 44" E., a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", a length of 203.43 feet, and a long chord which bears N. 83° 45' 21" E., a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 14' 01" E., a distance of 72.10 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N. 38° 24' 22" E., a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N. 5° 13' 09" E., a distance of 149.09 feet to a set 5/8 inch rebar; Thence a bearing of N. 27° 23' 33" E., a distance of 46.28 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N. 13° 04' 41" E., a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N. 1° 14' 13" W., a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N. 59° 20' 25" E., a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S. 60° 04' 58" E., a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07", a length of 133.73 feet, and a long chord which bears S. 76° 15' 32" E., a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N. 87° 33' 55" E., a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S. 66° 53' 36" E., a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S. 41° 21' 07" E., a distance of 53.63 feet to set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S. 22° 36' 33" E., a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S. 3° 52' 00" E., a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S. 29° 16' 25" E., a distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S. 54° 40' 50" E., a distance of 29.19 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N. 75° 38' 31" E., a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N. 25° 57' 52" E., a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 124.93 feet, a delta angle of 63° 59' 06", a length of 139.52 feet, and a long chord which bears N. 57° 57' 25" E., a distance of 132.38 feet to set 5/8 inch rebar; Thence a bearing of N. 89° 56' 58" E., a distance of 30.96 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 14.13 feet, a delta angle of 85° 34' 22".

CONTINUATION A
EXHIBIT A

a length of 21.10 feet, and a long chord which bears N. 47° 09' 47" E., a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of N. 4° 22' 36" E., a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of 74° 06' 42", a length of 141.03 feet, and a long chord which bears N. 41° 25' 57" E., a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of N. 78° 29' 18" E., a distance of 61.62 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 343.33 feet, a delta angle of 26° 51' 55", a length of 160.98 feet, and a long chord which bears N. 65° 03' 21" E., a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of N. 51° 37' 24" E., a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of 88° 10' 21", a length of 236.84 feet, and a long chord which bears S 84° 17' 26" E., a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of S. 40° 12' 15" E., a distance of 92.31 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of 30° 33' 52", a length of 71.33 feet, and a long chord which bears S. 55° 29' 11" E., a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of S. 70° 46' 07" E., a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North a distance of 530.03 feet to The Point of Beginning. (aka Tax No. 3)

~~Section 9: The Southwest Quarter~~

Section 16: The North Half of the Northwest Quarter

~~Section 17: The North Half of the Northeast Quarter; and that portion of the North Half of the Northwest Quarter lying East of Idaho State Highway 55.~~

**CONTINUATION A
EXHIBIT A**

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 9: The Southwest Quarter of The Southeast Quarter

Section 16: That portion of the North Half of the Northeast Quarter lying North and West of Skunk Creek Road.

Instrument # 316957

VALLEY COUNTY, CASCADE, IDAHO

2006-12-29 12:59:40 No. of Pages: 6

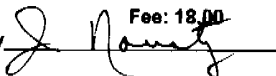
Recorded for : HAWLEY TROXELL

LELAND G. HEINRICH

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: QUITCLAIM DEED



**QUITCLAIM DEED
(INCLUDING AFTER-ACQUIRED PROPERTY)**

FOR VALUE RECEIVED, OfficeMax Incorporated, a Delaware corporation (successor of Boise Cascade Corporation, a Delaware corporation) (hereinafter "**Grantor**") does by these presents convey, remise, release and forever quitclaim unto Cascade South, Inc., an Idaho corporation (hereinafter "**Grantee**"), whose mailing address is 413 Cabarton Road, Cascade, Idaho 83611, any and all right, title and interest which Grantor now has or may hereafter acquire in all minerals and mineral rights, including but not limited to all oil and gas and other minerals of any kind and character (collectively "**Minerals**") in, on or under the real property situated in the County of Valley, State of Idaho, which is more particularly described on EXHIBIT "A" attached hereto and by this reference incorporated herein ("**Real Property**"), together with all rights to prospect, mine, operate, extract and remove any Minerals from the Real Property.

TOGETHER ALSO WITH all tenements, hereditaments, and appurtenances thereunto belonging, reversion and reversions, remainder, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of Grantor this 1st day of December, 2006.

OFFICEMAX INCORPORATED,

a Delaware Corporation

By: 

Name: H Knox McMillan

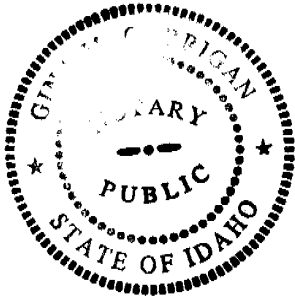
Title: V.P., AGC of HR

(A Duly Authorized Officer)

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of December, 2006, before me, Gina M. Corrigan
a Notary Public in and for said State, personally appeared H-Knox McMillan
known to me to be VP, Proc of HR of OfficeMax Incorporated, a Delaware
corporation, the corporation that executed the within instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.



Gina M. Corrigan
Notary Public for the State of Idaho
Residing at Boise
My commission expires 1/20/2010

EXHIBIT "A"
Cascade South, Inc.

PARCEL 1

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY
COUNTY, IDAHO

Section 17: The South half of the Northeast Quarter; and that portion of
the South Half of the Northwest Quarter lying East of Idaho State
Highway 55

LESS AND EXCEPTING THEREFROM:

A parcel of land being a portion of the NW1/4 of Section 17, T. 12 N., R. 4
E., B.M., Valley County, Idaho as shown on FAP No. NH- 3270 (124), more
particularly described as follows:

Commencing at a found brass cap marking the West 1/4 corner of
Section 17, T. 12 N., R. 4 E., B.M., from which a found aluminum cap
marking the Northwest corner of Section 17 bears North 00° 01' 10" East,
803.517 meters (2,636.21 feet), Thence along the East-West center line of
Section 17, South 89° 50' 25" East, 314.950 meters (1,033.30 feet) to a
point on the existing Easterly right-of-way of State Highway 55, The
Point of Beginning;

Thence along said right-of-way, North 13° 41' 58" East, 96.906 meters
(317.93 feet) to a point;

Thence South 78° 00' 07" East, 1.963 meters (6.44 feet) to a point on the
new Easterly right-of-way of State Highway 55;

Thence along said right-of-way, South 13° 41' 58" West 96.492 meters
(316.57 feet) to a point on said East-West center line of Section 17;

Thence North 89° 50' 25" West, 2,018 meters (6.62 feet) to the Point of
Beginning.

PARCEL 2

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY
COUNTY, IDAHO

Section 8: The South Half of the Southeast Quarter; and that portion of
the South Half of the Southwest Quarter lying East of State Highway 55
and the North Half of the Southeast Quarter

EXCEPTING THEREFROM:

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R.
4 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 8, a found aluminum
monument, C.P.F. Inst. 124877 corner records of said Valley County;
Thence a bearing of S. 89° 31' 17" W., a distance of 371.30 feet on the
North boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the True
Point of Beginning;

Thence a bearing of S. 89° 31' 17" W., a distance of 2259.80 feet on said
North boundary to set 5/8 inch rebar, marking the center 1/4 corner of
said Section 8; Thence a bearing of S. 0° 21' 19" E., a distance of 1320.72
feet on the West boundary of said N1/2 of the SE1/4 to a set 5/8 inch

rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N. 73° 44' 44" E., a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", a length of 203.43 feet, and a long chord which bears N. 83° 45' 21" E., a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 14' 01" E., a distance of 72.10 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N. 38° 24' 22" E., a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N. 5° 13' 09" E., a distance of 149.09 feet to a set 5/8 inch rebar; Thence a bearing of N. 27° 23' 33" E., a distance of 46.28 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N. 13° 04' 41" E., a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N. 1° 14' 13" W., a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N. 59° 20' 25" E., a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S. 60° 04' 58" E., a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07", a length of 133.73 feet, and a long chord which bears S. 76° 15' 32" E., a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N. 87° 33' 55" E., a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S. 66° 53' 36" E., a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S. 41° 21' 07" E., a distance of 53.63 feet to set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S. 22° 36' 33" E., a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S. 3° 52' 00" E., a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S. 29° 16' 25" E., a

distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S. 54° 40' 50" E., a distance of 29.19 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N. 75° 38' 31" E., a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N. 25° 57' 52" E., a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 124.93 feet, a delta angle of 63° 59' 06", a length of 139.52 feet, and a long chord which bears N. 57° 57' 25" E., a distance of 132.38 feet to set 5/8 inch rebar; Thence a bearing of N. 89° 56' 58" E., a distance of 30.96 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 14.13 feet, a delta angle of 85° 34' 22", a length of 21.10 feet, and a long chord which bears N. 47° 09' 47" E., a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of N. 4° 22' 36" E., a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of 74° 06' 42", a length of 141.03 feet, and a long chord which bears N. 41° 25' 57" E., a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of N. 78° 29' 18" E., a distance of 61.62 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 343.33 feet, a delta angle of 26° 51' 55", a length of 160.98 feet, and a long chord which bears N. 65° 03' 21" E., a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of N. 51° 37' 24" E., a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of 88° 10' 21", a length of 236.84 feet, and a long chord which bears S 84° 17' 26" E., a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of S. 40° 12' 15" E., a distance of 92.31 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of 30° 33' 52", a length of 71.33 feet, and a long chord which bears S. 55° 29' 11" E., a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of S. 70° 46' 07" E., a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North a distance of 530.03 feet to The Point of Beginning. (aka Tax No. 3)

Section 9: The Southwest Quarter

Section 16: The North Half of the Northwest Quarter

Section 17: The North Half of the Northeast Quarter; and that portion of the North Half of the Northwest Quarter lying East of Idaho State Highway 55.

PARCEL 3

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 9: The Southwest Quarter of The Southeast Quarter

Section 16: That portion of the North Half of the Northeast Quarter lying North and West of Skunk Creek Road.

Instrument # 282013

VALLEY COUNTY, CASCADE, IDAHO

2004-04-16

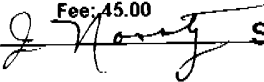
04:11:59 No. of Pages: 15

Recorded for : FIRST AMERICAN TITLE

LELAND G. HEINRICH

Fee: 45.00

Ex-Officio Recorder Deputy



SPECIAL WARRANTY DEED

Index to: DEEDS

BOISE CASCADE CORPORATION, a Delaware corporation, authorized to do business in Idaho, Grantor, hereby conveys and specially warrants to HERRICK HILL PROPERTIES LLC, an Idaho limited partnership, Grantee, whose address is 5086 Debron Ct., Pollock Pines, CA 95726 for the sum of TEN DOLLARS and other good and valuable consideration, the following described real property, to-wit:

SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the following:

(i) Current year's ad valorem taxes (which will be prorated between Grantee and Grantor as of the date of closing) and rollback taxes, if any;

(ii) Matters of record, licenses, rights of way, easements, conditions, restrictions, zoning laws, ordinances, regulations, and other matters affecting the Property, whether or not of public record, including, but not limited to, those matters listed on **Exhibit B**, Permitted Title Exceptions, attached hereto and made a part hereof and acknowledged by Grantee herein;

(iii) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(iv) Prior reservations or conveyances of oil and gas and other minerals or mineral leases of any kind and character.

Grantor hereby excepts and reserves to Grantor, Grantor's successors and assigns, from this conveyance the following:

If and to the extent title is vested in Grantor, all oil and gas and other minerals of any kind and character occurring beneath the surface of the Property, together with the right to prospect, mine and operate in and on the Property for the oil and gas and other minerals, by any and all subterranean mining methods deemed necessary by Grantor for their proper extraction and removal, without liability on the part of Grantor, Grantor's successors or assigns, for any damage that may result to the surface of the Property, or to any buildings or improvements now or hereafter erected on the Property, by reason of any exploration for, mining or removal of any such products from the Property.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the Property.

EXHIBIT A
To
Special Warranty Deed
(Boise Parcel #'s 7A, 7B, and 7C)

Legal Description

VALLEY COUNTY, IDAHO

Township 12 North, Range 4 East, Boise Meridian, Valley County, Idaho

Parcel 7A:

Sections 17, as further described in Exhibit A.

Parcel 7B:

Sections 8, 9, 16, and 17, as further described in Exhibit A.

Parcel 7C:

Sections 9 and 16, as further described in Exhibit A.

Legal Description
Boise Parcel 7A

ATTACHED LEGAL DESCRIPTION

Order No.: MC5263

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO












Section 17: The South half of the Northeast Quarter; and that portion of the South Half of the Northwest Quarter lying East of Idaho State Highway 55

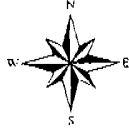
LESS AND EXCEPTING THEREFROM:

A parcel of land being a portion of the NW1/4 of Section 17, T. 12 N., R. 4 E., B.M., Valley County, Idaho as shown on FAP No. NH- 3270 (124), more particularly described as follows:
Commencing at a found brass cap marking the West 1/4 corner of Section 17, T. 12 N., R. 4 E., B.M., from which a found aluminum cap marking the Northwest corner of Section 17 bears North 00° 01' 10" East, 803.517 meters (2,636.21 feet), Thence along the East-West center line of Section 17, South 89° 50' 25" East, 314.950 meters (1,033.30 feet) to a point on the existing Easterly right-of-way of State Highway 55, The Point of Beginning;
Thence along said right-of-way, North 13° 41' 58" East, 96.906 meters (317.93 feet) to a point;
Thence South 78° 00' 07" East, 1.963 meters (6.44 feet) to a point on the new Easterly right-of-way of State Highway 55;
Thence along said right-of-way, South 13° 41' 58" West 96.492 meters (316.57 feet) to a point on said East-West center line of Section 17;
Thence North 89° 50' 25" West, 2,018 meters (6.62 feet) to the Point of Beginning.

Exhibit A
To Special Warranty Deed
Page 3

Map
Boise Parcel 7A

- | | | | |
|--|--|--|--|
|  Property |  Township Lines |  Main Road |  Railroad |
|  Lakes |  Section Lines |  Secondary Road |  Power Line |
| | |  Work Road |  AirStrip |
| | | |  Buried Powerlines |

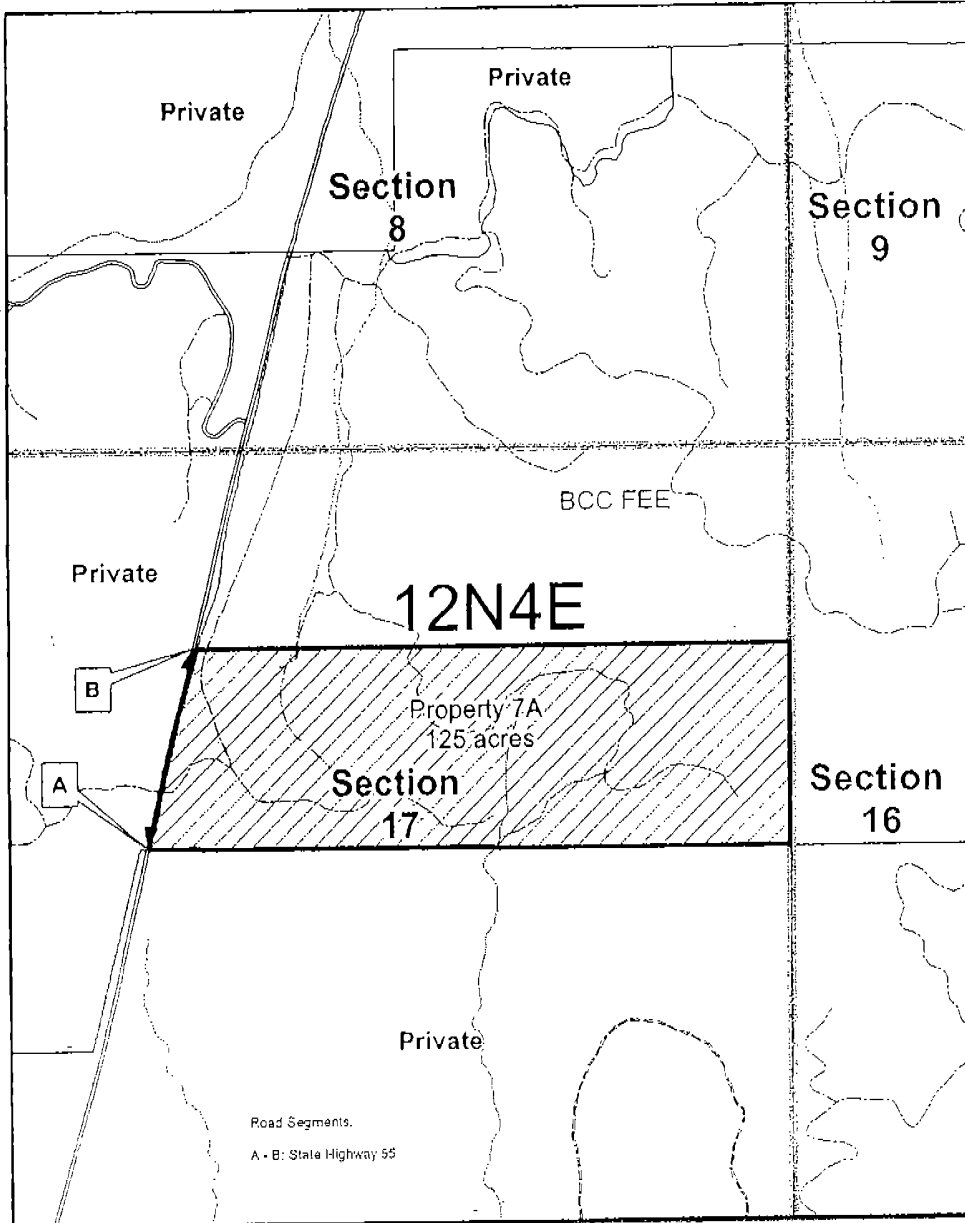


Date: January 26, 2004

1 inch equals 880 feet

1:10,560

State of Idaho
Valley County
Township 12N
Range 04E
Section 17



ATTACHED LEGAL DESCRIPTION

Order No.: MC5264

TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 8: The South Half of the Southeast Quarter; and that portion of the South Half of the Southwest Quarter lying East of State Highway 55 and the North Half of the Southeast Quarter

EXCEPTING THEREFROM:

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R. 4 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 8, a found aluminum monument, C.P.F. Inst. 124877 corner records of said Valley County; Thence a bearing of S. 89° 31' 17" W., a distance of 371.30 feet on the North boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the True Point of Beginning;

Thence a bearing of S. 89° 31' 17" W., a distance of 2259.80 feet on said North boundary to set 5/8 inch rebar, marking the center 1/4 corner of said Section 8; Thence a bearing of S. 0° 21' 19" E., a distance of 1320.72 feet on the West boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N. 73° 44' 44" E., a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", a length of 203.43 feet, and a long chord which bears N. 83° 45' 21" E., a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S. 86° 14' 01" E., a distance of 72.10 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N. 38° 24' 22" E., a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N. 5° 13' 09" E., a distance of 46.28 feet to a set 5/8 inch rebar; Thence a bearing of N. 27° 23' 33" E., a distance of 149.09 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N. 13° 04' 41" E., a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N. 1° 14' 13" W., a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N. 59° 20' 25" E., a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S. 60° 04' 58" E., a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07", a length of 133.73 feet, and a long chord which bears S. 76° 15' 32" E., a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N. 87° 33' 55" E., a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S. 66° 53' 36" E., a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S. 41° 21' 07" E., a distance of 53.63 feet to set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S. 22° 36' 33" E., a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S. 3° 52' 00" E., a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S. 29° 16' 25" E., a distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S. 54° 40' 50" E., a distance of 29.19 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N. 75° 38' 31" E., a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N. 25° 57' 52" E., a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 124.93 feet, a delta angle of 63° 59' 06", a length of 139.52 feet, and a long chord which bears N. 57° 57' 25" E., a distance of 132.38 feet to set 5/8 inch rebar; Thence a bearing of N. 89° 56' 58" E., a distance of 30.96 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 14.13 feet, a delta angle of 85° 34' 22",

Legal Description
Boise Parcel 7B

LEGAL DESCRIPTION

(Continued)

Order No.: MC5264

a length of 21.10 feet, and a long chord which bears N. 47° 09' 47" E., a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of N. 4° 22' 36" E., a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of 74° 06' 42", a length of 141.03 feet, and a long chord which bears N. 41° 25' 57" E., a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of N. 78° 29' 18" E., a distance of 61.62 feet to a set 5/8 inch rebar; Thence on curve to the left, which curve has a radius of 343.33 feet, a delta angle of 26° 51' 55", a length of 160.98 feet, and a long chord which bears N. 65° 03' 21" E., a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of N. 51° 37' 24" E., a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of 88° 10' 21", a length of 236.84 feet, and a long chord which bears S 84° 17' 26" E., a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of S. 40° 12' 15" E., a distance of 92.31 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of 30° 33' 52", a length of 71.33 feet, and a long chord which bears S. 55° 29' 11" E., a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of S. 70° 46' 07" E., a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North a distance of 530.03 feet to The Point of Beginning. (aka Tax No. 3)












Section 9: The Southwest Quarter

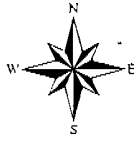
Section 16: The North Half of the Northwest Quarter

Section 17: The North Half of the Northeast Quarter; and that portion of the North Half of the Northwest Quarter lying East of Idaho State Highway 55.

EXHIBIT A
To Special Warranty Deed
Page 6

Map

- Boise Parcel 7B**
- | | | | |
|--|--|--|--|
|  Property |  Township Lines |  Main Road |  Railroad |
|  Lakes |  Section Lines |  Secondary Road |  Power Line |
| | |  Work Road |  AirStrip |
| | | |  Buried Powerlines |



Date: January 26, 2004

1 inch equals 1,320 feet

1:15,840

State of Idaho
Valley County
Township 12N
Range 04E
Section 17, 16, 9, 8

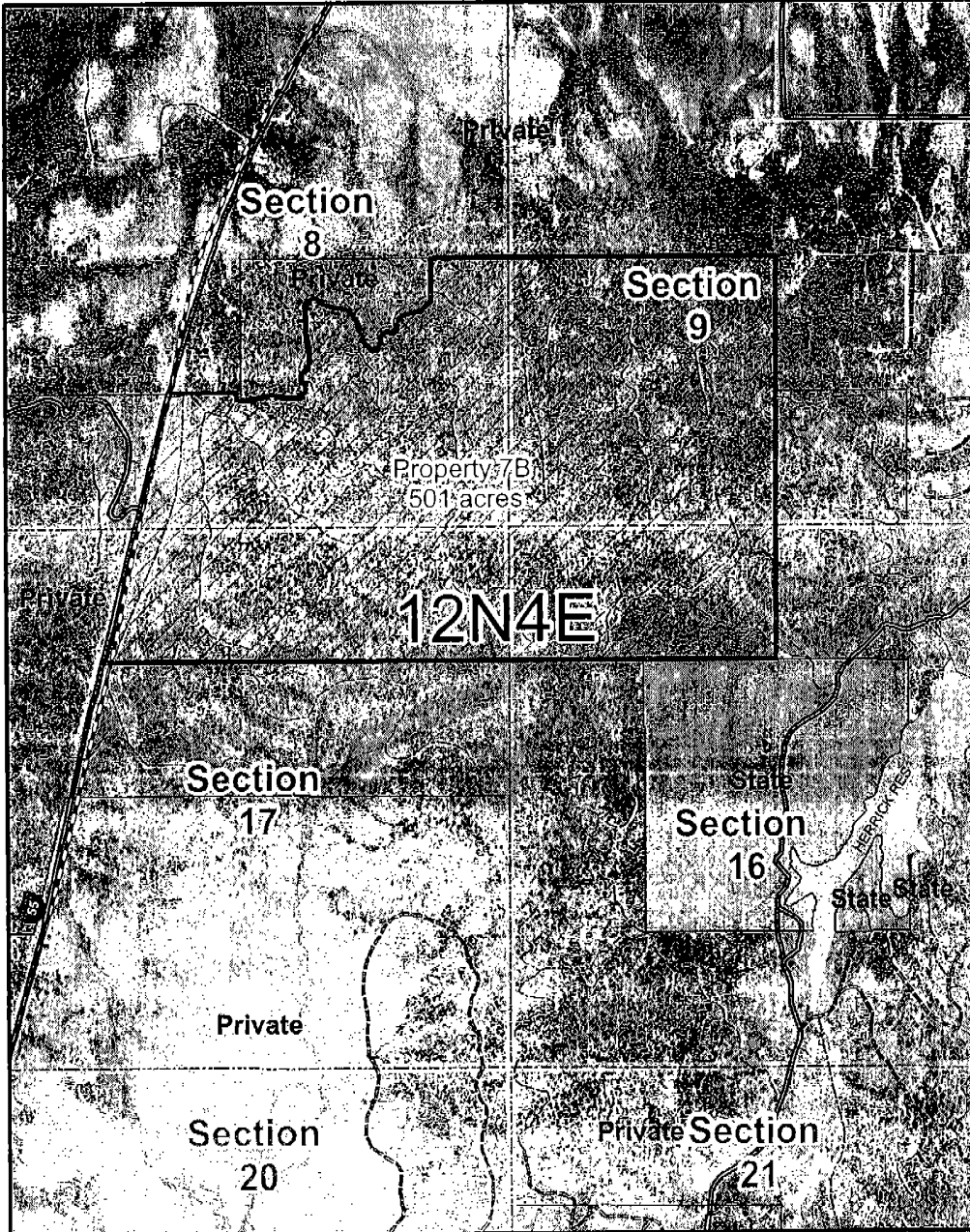


Exhibit A
To Special Warranty Deed
Page 7

Legal Description
Boise Parcel 7C

ATTACHED LEGAL DESCRIPTION

Order No.: MC5265












TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

Section 9: The Southwest Quarter of The Southeast Quarter -

Section 16: That portion of the North Half of the Northeast Quarter lying North and West of Skunk Creek Road.

Exhibit A
To Special Warranty Deed
 Page 8

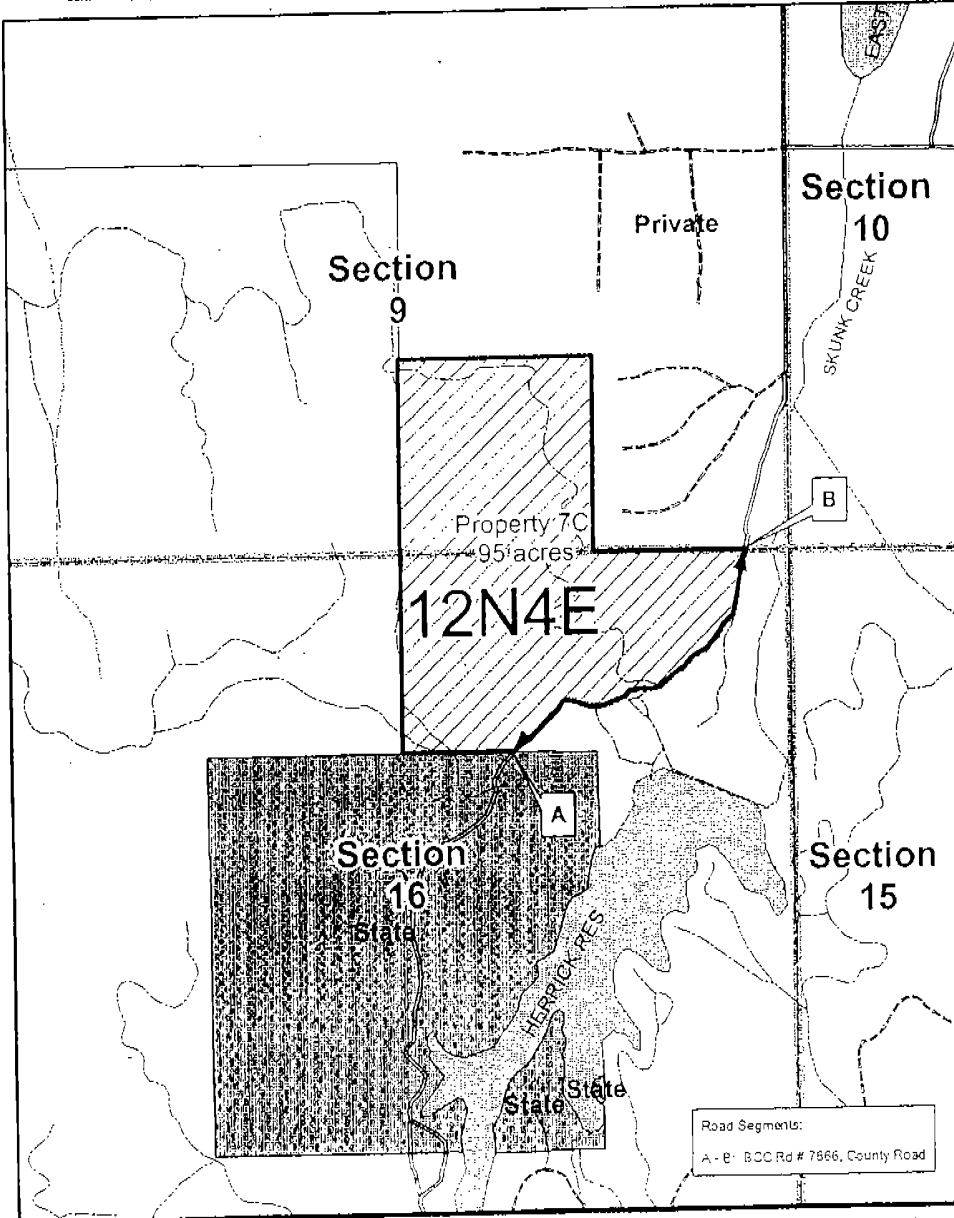
Map
Boise Parcel 7C

- | | | | |
|--|--|--|--|
|  Property |  Township Lines |  Main Road |  Railroad |
|  Lakes |  Section Lines |  Secondary Road |  Power Line |
| | |  Work Road |  AirStrip |
| | | |  Buried Powerlines |



1 inch equals 889 feet
 1:10,671

State of Idaho
 Valley County
 Township 12N
 Range 04E
 Section 16, 9



Date: January 26, 2004

Exhibit B
Page 1
Permitted Title Exceptions
Boise Parcel 7A

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2004 taxes are an accruing lien, not yet due or payable.

2003 taxes in the original amount of \$777.34, Tax Parcel Number RP12N04E170006A are paid in full.*

*Affects captioned and other property
8. Reservations in United States Patents as follows:
Recorded July 9, 1902 as Instrument No. 4354 (SE1/4 NE1/4)
Recorded November 16, 1906 as Instrument No. 6647 (S1/2 NW1/4 and SW1/4 NE1/4)
9. A right-of-way for telegraph and telephone lines, recorded September 23, 1911, as Instrument No. 15145.

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

If you have any questions regarding this report, please feel free to contact:

First American Title Company, Inc.
415 Railroad Avenue
McCall, Idaho 83638
Phone: (208)634-4705
Fax: (208)634-4405
Title Officer: Janet Sanford
Escrow Officer: Edie Gratton 208-321-5151

Report Ordered By:
First American Title Company
Edie Gratton
7311 Potomac Dr., Boise, ID 83704

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(MC5283.PFD/MC5263/15)

Exhibit B
Page 2
Permitted Title Exceptions
Boise Parcel 7B

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2004 taxes are an accruing lien, not yet due or payable.

2003 taxes in the original amount of \$628.90, Tax Parcel Number RP12N04E087205A are paid in full.*

2003 taxes in the original amount of \$777.34, Tax Parcel Number RP12N04E170006A are paid in full.*

*Affects captioned and other property
8. 2003 taxes in the original amount of \$408.68, Tax Parcel Number RP12N04E094805A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*

*Affects captioned and other property
9. 2003 taxes in the original amount of \$969.66, Tax Parcel Number RP12N04E1600005A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*

*Affects captioned and other property
10. Reservations in United States Patents as follows:
Recorded January 3, 1903 as Selection No. 4531 (S1/2 of the SW1/4 Section 8)
Recorded January 3, 1903 as Selection No. 4533 (SE1/4 Section 8)
Recorded July 9, 1902 as Section No. 4555 (SW1/4 of Section 9)
Recorded July 9, 1902 as Section No. 4553 (N1/2 of NE1/4 and N1/2 of NW1/4 of Section 17)
11. A right-of-way for telegraph and telephone lines granted to the United States of America recorded September 23, 1911, as Instrument No. 15145. (Affects Section 8 and Section 17)
12. Nonexclusive road easement granted to United States of America, recorded August 15, 1978, as

Exhibit B

Page 3

Permitted Title Exceptions Boise Parcel 7B

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: MC5264

Instrument No. 97171.(Affects Section 8)

13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 6, 1992, as Instrument Number 192058, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Affects Section 8)
14. Utility easement granted to Duane William Garrett and Mary L. Garrett, recorded March 14, 1994, as Instrument No. 202663.(Affects Section 8)
15. Easement granted to Duane William Garrett and Mary L. Garrett, recorded March 14, 1994, as Instrument No. 202665. (Affects Section 8)
16. Easement granted to Idaho Power Company, recorded December 30, 1943, as Instrument No. 31589. (Affects Section 9 and Section 16)
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded April 29, 1986, as Instrument Number 147597, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Affects Section 16)

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

If you have any questions regarding this report, please feel free to contact:

First American Title Company, Inc.
415 Railroad Avenue
McCall, Idaho 83638
Phone: (208)634-4705
Fax: (208)634-4405
Title Officer: Janet Sanford
Escrow Officer: Edie Gratton 208-321-5151

Report Ordered By:
First American Title Company
Edie Gratton
7311 Potomac Dr., Boise, ID 83704

Copies To:

May Lin Carlson

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(MC5264.PFD/MC5264/18)

Exhibit B

Page 4

Permitted Title Exceptions Boise Parcel 7C

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2004 taxes are an accruing lien, not yet due or payable.
8. 2003 taxes in the original amount of \$408.68, Tax Parcel Number RP12N04E094805A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*
*Affects captioned and other property
9. 2003 taxes in the original amount of \$969.66, Tax Parcel Number RP12N04E160005A. The first one-half are paid, the balance is due and payable, but not delinquent until after June 20, 2004.*
*Affects captioned and other property
10. Reservations in United States Patent as follows:
Recorded July 9, 1902 as Selection No. 4354.(S1/2 of SE1/4 Section 9)
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded April 29, 1986, as Instrument Number 147597, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

If you have any questions regarding this report, please feel free to contact:

First American Title Company, Inc.

Report Ordered By:

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(MC5265.PFD/MC5265/11)

Exhibit B

Page 5

**Permitted Title Exceptions
Boise Parcel 7C**

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: MC5265

415 Railroad Avenue
McCall, Idaho 83638

Phone: (208)634-4705

Fax: (208)634-4405

Title Officer: Janet Sanford

Escrow Officer: Edie Gratton 208-321-5151

First American Title Company

Edie Gratton

7311 Potomac Dr., Boise, ID 83704

Copies To:

May Lin Calson

Instrument # 2024-467101
Valley County, Cascade, Idaho
12/30/2024 02:56:04 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW COMPANY
Douglas Miller Fee: \$15.00
Deputy Relliott
Electronically Recorded



AFTER RECORDING MAIL TO:

L and P Holdings, LLC
12126 N 18th Ave
Boise, ID 83714

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

WARRANTY DEED

File No.: 4106-4219577 (WS)

Date: **November 12, 2024**

For Value Received, **Stuart O. Welton and Raeleen G. Welton, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **L and P Holdings, LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **12126 N 18th Ave, Boise, ID 83714** the following described premises, situated in **Valley County, Idaho**, to wit:

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

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, A FOUND ALUMINUM MONUMENT, C.P.F. INST. 124877 CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 371.30 FEET ON THE NORTH BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, THE TRUE POINT OF BEGINNING. THENCE A BEARING OF SOUTH 89° 31' 17" WEST, A DISTANCE OF 2259.80 FEET ON SAID NORTH BOUNDARY TO A SET 5/8 INCH REBAR, MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8; THENCE A BEARING OF SOUTH 0° 21' 19" EAST, A DISTANCE OF 1320.72 FEET ON THE WEST BOUNDARY OF SAID NORTH HALF OF THE SOUTHEAST QUARTER TO A SET 5/8 INCH REBAR, MARKING THE CENTER-SOUTH 1/16 CORNER OF SAID SECTION 8; THENCE A BEARING OF NORTH 73° 44' 44" EAST, A DISTANCE OF 251.59 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 582.18 FEET, A DELTA ANGLE OF 20° 01' 15", LENGTH OF 203.43 FEET, AND A LONG CHORD WHICH BEARS NORTH 83° 45' 21" EAST, A DISTANCE OF 202.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 86° 14' 01" EAST, A DISTANCE OF 72.10 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 49.03 FEET, A DELTA ANGLE OF 110° 43' 14", A LENGTH OF 94.75 FEET, AND A LONG CHORD WHICH BEARS NORTH 38° 24' 22" EAST, A DISTANCE OF 80.68 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 197.52 FEET, A DELTA ANGLE OF 44° 20' 46", A LENGTH OF 152.88 FEET, AND A LONG CHORD WHICH BEARS NORTH 5° 13' 09" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

149.09 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 27° 23' 33" EAST, A DISTANCE OF 46.28 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 77.53 FEET, A DELTA ANGLE OF 28° 37' 45", A LENGTH OF 38.74 FEET, AND A LONG CHORD WHICH BEARS NORTH 13° 04' 41" EAST A DISTANCE OF 38.34 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 1° 14' 13" WEST, A DISTANCE OF 483.56 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 105.32 FEET, A DELTA ANGLE OF 121° 09' 15", A LENGTH OF 222.70 FEET, AND A LONG CHORD WHICH BEARS NORTH 59° 20' 25" EAST, A DISTANCE OF 183.47 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 60° 04' 58" EAST, A DISTANCE OF 29.97 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 236.84 FEET, A DELTA ANGLE OF 32° 21' 07" A LENGTH OF 133.73 FEET, AND A LONG CHORD WHICH BEARS SOUTH 76° 15' 32" EAST, A DISTANCE OF 131.96 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 87° 33' 55" EAST, A DISTANCE OF 70.18 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 117.71 FEET A DELTA ANGLE OF 51° 04' 58", A LENGTH OF 104.95 FEET, AND A LONG CHORD WHICH BEARS SOUTH 66° 53' 36" EAST, A DISTANCE OF 101.50 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 41° 21' 07" EAST, A DISTANCE OF 53.63 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 199.66 FEET, A DELTA ANGLE OF 37° 29' 06", A LENGTH OF 130.63 FEET, AND A LONG CHORD WHICH BEARS SOUTH 22° 36' 33" EAST, A DISTANCE OF 128.31 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 3° 52' 00" EAST, A DISTANCE OF 68.29 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 124.10 FEET, A DELTA ANGLE OF 50° 48' 48", A LENGTH OF 110.06 FEET, AND A LONG CHORD WHICH BEARS SOUTH 29° 16' 25" EAST A DISTANCE OF 106.49 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 54° 40' 50" EAST, A DISTANCE OF 29.19 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 30.51 FEET, A DELTA ANGLE OF 99° 21' 18", A LENGTH OF 52.91 FEET, AND A LONG CHORD WHICH BEARS NORTH 75° 38' 31" EAST, A DISTANCE OF 46.52 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 25° 57' 52" EAST, A DISTANCE OF 66.22 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 124.93 FEET, A DELTA ANGLE OF 63° 59' 06", A LENGTH OF 139.52 FEET, AND A LONG CHORD WHICH BEARS NORTH 57° 57' 25" EAST, A DISTANCE OF 132.38 FEET TO A SET 5/8 INCH A REBAR; THENCE A BEARING OF NORTH 89° 56' 58" EAST, A DISTANCE OF 30.96 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 14.13 FEET, A DELTA ANGLE OF 85° 34' 22", A LENGTH OF 21.10 FEET, AND A LONG CHORD WHICH BEARS NORTH 47° 09' 47" EAST, A DISTANCE OF 19.20 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 4° 22' 36" EAST, A DISTANCE OF 61.08 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 109.03 FEET, A DELTA ANGLE OF 74° 06' 42", A LENGTH OF 141.03 FEET, AND A LONG CHORD WHICH BEARS NORTH 41° 25' 57" EAST, A DISTANCE OF 131.40 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 78° 29' 18" EAST, A DISTANCE OF 61.62 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 343.33 FEET, A DELTA ANGLE OF 26° 51' 55", A LENGTH OF 160.98 FEET, AND A LONG CHORD WHICH BEARS NORTH 65° 03' 21" EAST, A DISTANCE OF 159.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH 51° 37' 24" EAST, A DISTANCE OF 74.52 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 153.89 FEET, A DELTA ANGLE OF 88° 10' 21", A LENGTH OF 236.84 FEET, AND A LONG CHORD WHICH BEARS SOUTH 84° 17' 26" EAST, A DISTANCE OF

APN: RP12N04E087220

Warranty Deed
- continued

File No.: 4106-4219577 (WS)
Date: 11/12/2024

214.15 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 40° 12' 15" EAST, A DISTANCE OF 92.31 FEET TO A SET 5/8 INCH REBAR; THENCE ON A CURVE TO THE LEFT, WHICH CURVE HAS A RADIUS OF 133.68 FEET, A DELTA ANGLE OF 30° 33' 52", A LENGTH OF 71.33 FEET, AND A LONG CHORD WHICH BEARS SOUTH 55° 29' 11" EAST, A DISTANCE OF 70.48 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF SOUTH 70° 46' 07" EAST, A DISTANCE OF 101.51 FEET TO A SET 5/8 INCH REBAR; THENCE A BEARING OF NORTH, A DISTANCE OF 530.03 FEET TO THE POINT OF BEGINNING.

APN: RP12N04E087220

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



Order Number: 21430742

Warranty Deed

For value received,

Roger Garrett, a married man, as his sole and separate property

the grantor, does hereby grant, bargain, sell, and convey unto

Stuart O. Welton and Raeleen G. Welton, husband and wife

whose current address is PO Box 689 Star, Idaho 83669

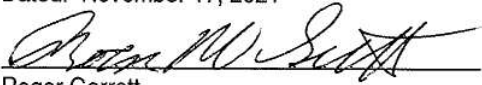
the grantee, the following described premises, in Valley County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: November 17, 2021


Roger Garrett

State of Idaho, County of Ada, ss.

On this 18th day of November in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Garrett, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



Notary Public
Residing In: *Ada County*
My Commission Expires: *8-16-27*
(seal)



EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

A parcel of land located in the N1/2 of the SE1/4 of Section 8, T. 12 N., R. 4 E., B.M., Valley county, Idaho, more particularly described as follows:

Commencing at the east 1/4 corner of said Section 8, a found aluminum monument, C.P.F. Inst. 124877 corner records of said Valley County; Thence a bearing of S 89° 31' 17" W, a distance of 371.30 feet on the north boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, the TRUE POINT OF BEGINNING.

Thence a bearing of S 89° 31' 17" W, a distance of 2259.80 feet on said north boundary to a set 5/8 inch rebar, marking the center 1/4 corner of said section 8; Thence a bearing of S 0° 21' 19" E, a distance of 1320.72 feet on the west boundary of said N1/2 of the SE1/4 to a set 5/8 inch rebar, marking the center-south 1/16 corner of said Section 8; Thence a bearing of N 73° 44' 44" E, a distance of 251.59 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 582.18 feet, a delta angle of 20° 01' 15", length of 203.43 feet, and a long chord which bears N 83° 45' 21" E, a distance of 202.40 feet to a set 5/8 inch rebar; Thence a bearing of S 86° 14' 01" E, a distance of 72.10 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 49.03 feet, a delta angle of 110° 43' 14", a length of 94.75 feet, and a long chord which bears N 38° 24' 22" E, a distance of 80.68 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 197.52 feet, a delta angle of 44° 20' 46", a length of 152.88 feet, and a long chord which bears N 5° 13' 09" E, a distance of 149.09 feet to a set 5/8 inch rebar; . Thence a bearing of N 27° 23' 33" E, a distance of 46.28 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 77.53 feet, a delta angle of 28° 37' 45", a length of 38.74 feet, and a long chord which bears N 13° 04' 41" E a distance of 38.34 feet to a set 5/8 inch rebar; Thence a bearing of N 1° 14' 13" W, a distance of 483.56 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 105.32 feet, a delta angle of 121° 09' 15", a length of 222.70 feet, and a long chord which bears N 59° 20' 25" E, a distance of 183.47 feet to a set 5/8 inch rebar; Thence a bearing of S 60° 04' 58" E, a distance of 29.97 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 236.84 feet, a delta angle of 32° 21' 07" a length of 133.73 feet, and a long chord which bears S 76° 15' 32" E, a distance of 131.96 feet to a set 5/8 inch rebar; Thence a bearing of N 87° 33' 55" E, a distance of 70.18 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 117.71 feet a delta angle of 51° 04' 58", a length of 104.95 feet, and a long chord which bears S 66° 53' 36" E, a distance of 101.50 feet to a set 5/8 inch rebar; Thence a bearing of S 41° 21' 07" E, a distance of 53.63 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 199.66 feet, a delta angle of 37° 29' 06", a length of 130.63 feet, and a long chord which bears S 22° 36' 33" E, a distance of 128.31 feet to a set 5/8 inch rebar; Thence a bearing of S 3° 52' 00" E, a distance of 68.29 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 124.10 feet, a delta angle of 50° 48' 48", a length of 110.06 feet, and a long chord which bears S 29° 16' 25" E a distance of 106.49 feet to a set 5/8 inch rebar; Thence a bearing of S 54° 40' 50" E, a distance of 29.19 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 30.51 feet, a delta angle of 99° 21' 18", a length of 52.91 feet, and a long chord which bears N 75° 38' 31" E, a distance of 46.52 feet to a set 5/8 inch rebar; Thence a bearing of N 25° 57' 52" E, a distance of 66.22 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of

124.93 feet, a delta angle of $63^{\circ} 59' 06''$, a length of 139.52 feet, and a long chord which bears $N 57^{\circ} 57' 25'' E$, a distance of 132.38 feet to a set 5/8 inch rebar; Thence a bearing of $N 89^{\circ} 56' 58'' E$, a distance of 30.96 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 14.13 feet, a delta angle of $85^{\circ} 34' 22''$, a length of 21.10 feet, and a long chord which bears $N 47^{\circ} 09' 47'' E$, a distance of 19.20 feet to a set 5/8 inch rebar; Thence a bearing of $N 4^{\circ} 22' 36'' E$, a distance of 61.08 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 109.03 feet, a delta angle of $74^{\circ} 06' 42''$, a length of 141.03 feet, and a long chord which bears $N 41^{\circ} 25' 57'' E$, a distance of 131.40 feet to a set 5/8 inch rebar; Thence a bearing of $N 78^{\circ} 29' 18'' E$, a distance of 61.62 feet to a set 5/8 inch rebar; Thence on a curve to the left, which curve has a radius of 343.33 feet, a delta angle of $26^{\circ} 51' 55''$, a length of 160.98 feet, and a long chord which bears $N 65^{\circ} 03' 21'' E$, a distance of 159.51 feet to a set 5/8 inch rebar; Thence a bearing of $N 51^{\circ} 37' 24'' E$, a distance of 74.52 feet to a set 5/8 inch rebar; Thence on a curve to the right, which curve has a radius of 153.89 feet, a delta angle of $88^{\circ} 10' 21''$, a length of 236.84 feet, and a long chord which bears $S 84^{\circ} 17' 26'' E$, a distance of 214.15 feet to a set 5/8 inch rebar; Thence a bearing of $S 40^{\circ} 12' 15'' E$, a distance of 92.31 feet to a set 5/8 inch rebar; thence on a curve to the left, which curve has a radius of 133.68 feet, a delta angle of $30^{\circ} 33' 52''$, a length of 71.33 feet, and a long chord which bears $S 55^{\circ} 29' 11'' E$, a distance of 70.48 feet to a set 5/8 inch rebar; Thence a bearing of $S 70^{\circ} 46' 07'' E$, a distance of 101.51 feet to a set 5/8 inch rebar; Thence a bearing of North, a distance of 530.03 feet to the POINT OF BEGINNING.

Herrick North - Site Improvements
ESCROW ESTIMATE
Based Upon Final Construction Plans dated 10/16/2025

Prepared by: Crestline Engineers, Inc.
Date: 3/5/2026

No.	ISPWC Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 200 - EARTHWORK						
1	202.4.1.A.1	Excavation and Embankment	LS	1	\$1,710.00	\$1,710.00
SUBTOTAL						\$1,710.00
DIVISION 600 - CULVERTS AND STORM DRAINS						
2	601.4.1.A.5.A	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 15" ADS N-12 (Remainder Less Deposit Paid)	LF	110	\$0.00	\$0.00
3	601.4.1.A.5.B	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 18" ADS N-12 (Remainder Less Deposit Paid)	LF	40	\$0.00	\$0.00
4	601.4.1.A.5.C	Flared End Section - 15" Metal (Remainder Less Deposit Paid)	EA	4	\$0.00	\$0.00
5	601.4.1.A.5.D	Flared End Section - 18" Metal (Remainder Less Deposit Paid)	EA	2	\$0.00	\$0.00
SUBTOTAL						\$0.00
DIVISION 800 - AGGREGATES AND ASPHALT						
6	802.4.1.A.1.A	Crushed Aggregate Base, Type I	CY	512	\$27.47	\$14,063.64
7	802.4.1.A.1.B	Crushed Aggregate Base, Type I (ITD Approach)	CY	20	\$27.47	\$549.36
8	802.4.1.A.1.C	Crushed Aggregate Base, Type II	CY	1,775	\$28.26	\$50,167.83
9	802.4.1.A.1.D	Crushed Aggregate Base, Type II (ITD Approach)	CY	68	\$28.26	\$1,921.92
10	810.4.1.A.3	Plant Mix Pavement - Thickness 0.45" ISPWC 1/2" SP3, PG64-34 (ITD Approach)	SY	97	\$92.78	\$9,000.00
SUBTOTAL						\$75,702.75
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs						
11	1001.4.1.A.1	Erosion & Sediment Control (BMP installation only)	LS	1	\$5,000.00	\$5,000.00
12	1006.4.1.B.1	Riprap Slope and Outlet Protection	SY	20	\$180.00	\$3,600.00
13	1006.4.1.D.1	Check Dams, Rock	EA	28	\$80.36	\$2,250.00
14	1007.4.1.B.1	Seeding	AC	0.55	\$5,000.00	\$2,750.00
SUBTOTAL						\$13,600.00
DIVISION 1100 - TRAFFIC						
15	1103.4.1.A.1	Construction Traffic Control	LS	1	\$5,000.00	\$5,000.00
SUBTOTAL						\$5,000.00
DIVISION 2000 - MISCELLANEOUS						
16	2010.4.1.A.1	Mobilization	LS	1	\$18,922.50	\$18,922.50
17	2050.4.1.C.1	Subgrade Separation Geotextile (Type II, ITD Approach)	SY	145	\$5.00	\$725.00
SUBTOTAL						\$19,647.50
SPECIAL PROVISIONS						
18	SP-1	Emergency Access Gate (Remainder Less Deposit Paid)	EA	1	\$0.00	\$0.00
19	SP-2	Idaho Power Joint Trench Installation (Remainder Less Deposit Paid)	LS	1	\$0.00	\$0.00
20	SP-3	Fire Suppression Water Storage Tank (Remainder Less Deposit Paid)	LS	1	\$19,000.00	\$19,000.00
21	SP-4	Wildland Urban Interface Fire Protection Plan Implementation (Remainder Less Work Completed)	LS	1	\$4,987.00	\$4,987.00
22	SP-5	Surveying (Includes Construction Staking, Final Plat Preparation, etc.)	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL						\$26,487.00

Escrow Estimate Subtotal	\$142,147.25
Total Escrow Subtotal	\$142,147.25
CE&I (5%)	\$7,107.36
Contingency (20%)	\$28,429.45
Total Escrow Estimate	\$177,684.06

NOTES:

- Quantities are based on final design engineering plans from 10/16/2025
- Estimated Cost is based upon unit prices obtained from various sources and/or quotes received from contractors.
- Estimate does not include the cost of any landscaping improvements other than topsoiling/revegetation of the disturbed areas.

WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

Valley County Idaho
Title 10 Chapter 7

HERRICK NORTH

A proposed subdivision is in Parts of N2SE Sec. 8 T12N, R4E B.M.



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Purpose

Valley County's Community Wildfire Protection Plan (CWPP) acknowledges that wildfire hazard areas exist throughout the county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. The existence of said plans will assist Valley County Planning and Zoning Commission plus the structural fire districts and the wildland fire agencies in satisfying the current subdivision regulation, subsection 10-3-2-6D7 of Valley County's Code of Ordinances (Ord. 10-07, 8-26-2010).

The Wildland Urban Interface (hereafter referred to as WUI) consists of *the area where developed lands interact with undeveloped lands and include the infrastructure and natural resources communities rely on for existence*. As the number of structures in the WUI continues to increase, concerns over public safety and the protection of improvements increase.

Executive Summary

The proposed **Herrick North** subdivision consists of a parcel of land (approximately 36 acres in size) that is planned to be divided into twelve (12) various sized lots that will eventually add more structures to the Valley County WUI. This *Fire Protection Plan* will assist in providing recommendations to minimize the wildfire risk to the property and proposed structures.

The property that is planned for this proposed subdivision is 100% forested and lies within Valley County's Geographic Hazard Assessment Wildland Urban Interface **high** level condition for overall wildfire risk (see attached map in the Appendix). The overall health of the timber stand is in good condition as it has been harvested twice in the last 10 years. The overstory trees (upper canopy level) were adequately spaced to minimize the risk of a crown fire. However, the understory trees (i.e. seedling/sapling and pole size age groups) are growing in overcrowded clumps often with branches low to the ground. This type of continuous fuel conditions could create an extremely hot fire from short crown fire runs. There is also numerous small slash piles left from the previous harvest that add to the amount of fuel on the ground.

General treatments to be completed to mitigate the wildfire hazard and provide protection for future homes are outlined in **Section B Wildfire Risk Mitigation** portion of this document and include the following:

1. All vegetation treatments must be completed before the final plat is granted or the work to be accomplished financially guaranteed.
2. Provide Firewise Defensible Space zones around each residence
3. Development of an evacuation plan
4. Install the proper water supply requirements for structural and wildland fire response

Section A *Wildfire Risk Assessment:*

1. Site Description:

Herrick North proposed subdivision lies within parts of the N2SE Sec. 8, T12N, R4E, B.M. and is owned by L&P Holdings.

The property lies about ten (10) miles south of Cascade and consists of about 36 acres. Access is provided off Highway 55, turning east onto Herrick Hills Road then left onto Laurins Lane, both private roads. There is an intermittent Class II stream that starts from a large spring. The proposed subdivision consists of twelve (12) buildable lots ranging from 2.08 to 4.6 acres in size.

2. Existing Vegetative and Fuel Hazard Conditions:

The property has a 100% canopy conifer tree cover consisting of Lodgepole pine (60%), Ponderosa pine (5%), Douglas-fir (25%), Grand Fir (5%), with a few Spruce and Subalpine Fir. The understory vegetation consists of Aspen, Huckleberry, snowberry, Serviceberry, and willows along with various forbs and grasses.

The overall existing timber stand is an uneven-aged (multi-storied) stand with three basic age groups:

- 1. The seedling/sapling age group:** Trees range from one foot to 25 feet tall, have diameters up to six inches D.B.H., and ages from one to 25 years. The number of trees per acre ranges from zero to 900 in the overcrowded clumps. This age group is a medium component of the overall timber stand.
- 2. The pole size age group:** Trees range in size from six to 10 inches D.B.H. and ages from 30 to 50 years. This age group is the highest component of the overall timber stand often found growing in the same overcrowded clumps or as suppressed trees growing underneath a larger tree.
- 3. Overstory:** This age group has been harvested twice within the past 15 years, the last entry removed most of the merchantable trees. The remaining trees range from 10 to 25 plus inches D.B.H., heights range from 80 to over 100 feet tall, and ages range from 55 to over 100 years.

The overstory trees (upper canopy level) were adequately spaced to minimize the risk of a crown fire during the previous harvest. However, the two younger age groups are growing in overcrowded clumps often with branches low to the ground. This type of continuous fuel conditions could create an extremely hot fire from short crown fire runs. There is also numerous small slash piles left from the previous harvest that add to the amount of fuel available to burn. These factors could lead to the loss of the timber stand and possibly any future structures.



Figure 1: Overcrowded clump of young trees typical within the property



Figure 2: Slope where a wildfire could become a crown fire due to overcrowding, low branches, and fuel on the ground

4. Fire History

Fire history records from all jurisdiction agencies show a very low occurrence from lightning or humans caused ignitions in the past. As more structures are built the probability of human-caused ignitions will increase.

5. Existing Roads and bridges

Laurins Lane portion of the Herrick Hills subdivision road system has a gravel surface and conforms to County private road standards. The remaining section of this road that will provide access to the east end of **Herrick North** proposed subdivision is a native surface road that needs to be reconstructed to meet County private road standards.

6. Location of existing building structures and estimate of property density

Currently there are no existing structures within the property except a small wooden structure located at the large spring. **Herrick North** at full build out could provide a subdivision density of one single family unit per about 2.97 acres.

7. Infrastructure that may affect wildfire risk

The overall timber stand within the property consists of overcrowded clumps of young trees. The property is surrounded by timber stands on adjacent private lands that have not been managed for many years and are dense. There are numerous small slash piles that were not burned scattered throughout the property left after the last harvest entry. There is no availability of water that could be used for drafting in the general area. Herrick Reservoir or the North Fork Payette River would be the only water sources available for aircraft dipping.

As residences are constructed within the **Herrick North** proposed subdivision and adjacent Herrick Hills subdivision the threat of human caused fires will increase.

8. Description of existing features that may assist in wildfire control.

Highway 55 and the Herrick Hill subdivision road system will provide good access for wildland firefighting equipment. The wet riparian area of the intermittent Class II stream that flows north from the spring will assist in slowing the advance of wildfire. The current closest adequate water source for firefighting equipment will be the large storage tank that Cascade Rural Fire Protection District is requiring to be installed for the Herrick Hills subdivision.

9. Current structural and wildfire jurisdiction agencies

The structural fire jurisdiction for this development would be Cascade Rural Fire Protection District. Southern Idaho Timber Protective Association (SITPA) provides wildfire protection for all timber lands in the area.

Wildfire Risk Assessment Summary:

The property lies within Valley County's Geographic Hazard Assessment Wildland Urban Interface **high** level condition and the overall wildfire risk is high for the following reasons:

- The current timber stand is dense with young trees growing with crowns touching each other and limbs to the ground. Also, numerous small slash piles were left unburned after the previous timber harvest.
- There are few water sources available on or close by the property to draft water.
- The property is surrounded by continuous fuel (thick timber stands in various stages of management) from the larger private landowner parcels including the Herrick Hill subdivision.

The continuous vegetation fuels, lack of water availability, and no terrain advantages to allow firefighters an opportunity to gain a foot hold creates a scenario of a large devastating crown fire. Without the following recommended fuel reduction/wildfire mitigation treatments, wildfire could lead to the loss of timber and any future structures within this proposed subdivision.



Figure 3: Dense stand on neighbor's property across the fence

Section B Wildfire Risk Mitigation:

The Fire Behavior Triangle consists of three factors that combine to determine how a fire burns- they are topography, weather, and fuels. Topography is fixed as it changes very slowly over time. Weather is highly variable and the ability to predict is somewhat limited. Fuel (anything that burns and changes from season-to-season or time of day) is the only factor that can be manipulated to minimize wildfire risk.

1. Access-Planned ingress and egress routes

Highway 55 is the primary access route as well as the primary escape route to travel north or south. Laurins Lane and Colt Drive, which are part of the Herrick Hill subdivision road system meet county standards and will provide ingress and egress routes. However, both roads loop into Vaughn Drive which provides the only ingress/egress route onto Highway 55. ***I recommend*** working with the Herrick Hill HOA to improve the second emergency egress route for their subdivision and **Herrick North**. The remainder of Laurins Lane which provides access for Lots 8-12, needs to be reconstructed to county standards and a Shaded Break installed (as recommended in #7 vegetation treatments discussion below).

2. Water supply for structural and wildland fire responses

A 30,000-gallon water storage tank will be required by Cascade Rural Fire Protection District to be installed to provide additional water supply for structural protection. A yearly inspection is required to ensure the water level is maintained. This water system will have to provide an adequate water supply for the entire proposed subdivision.

3. Estimated response time and distance for jurisdictional fire agencies

The estimate response time for Cascade Rural Fire Protection District and SITPA is at least 15-20 minutes as both stations are in Cascade which is about 10 miles away from the development. Additional wildfire resources from federal agencies are available on request. The extended response time could be critical in stopping or slowing wildfire from impacting residences.

4. Proposed internal fire protection systems.

No internal sprinkler systems are planned currently.

5. Proposed infrastructure (including driveways, signage, and power connections).

The future driveways to each residence should not exceed 10% grade, be at least 12 feet running surface wide excluding shoulders, have an unobstructed vertical clearance of 13.5 feet, and should be maintained to support fire apparatus up to 70,000 pounds.

New structures are strongly urged to utilize building materials meeting a standard of fire resistance advocated by the Valley County Building Department and the International Fire Code (IFC).

All new residences will have the address number posted as per Valley County standards (i.e., numbers posted at the entrance to the driveway or on the house and the numbers must be at least 3 and 1/2 inches tall with a reflective coloring).

Electrical power is planned to be provided to the individual Lots via an underground service.

6. Evacuation and Pre-incident planning.

A pre-incident action plan will be developed and instituted in the Community Covenants (CCR's). This action plan should address the escape route and evacuation plan to encourage pre-planning by residents for preparation in the event of an incident. Every five years the Cascade Rural Fire Protection District and the future residents should formulate an assessment of the existing structures and vegetation that will aid in addressing whether the current action plan needs to be updated.

7. Planned vegetation treatments to reduce fuel loads.

Vegetation treatments that need to be completed to reduce the High Wildland Urban Interface Hazard Assessment level include the following:

- A. Construct a Shaded Fuel Break along the west and north boundary of this property. This fuel break should be at least 50-60 feet wide. Young trees (i.e., sapling/pole size age group) leave trees spaced about 12-15 feet apart to obtain a minimum of 6-8 foot live crown distance. Prune all leave trees at least 6-8 feet above ground level of the lowest branch leaving at least 40% of the tree height in live crown. Masticate all slash created from the thinning and pruning activity plus any dead material lying on the ground that is less than 10 inches DBH and 50% sound wood. Masticate all the small slash piles that were left from the previous timber harvest. Recommend leaving the fire resilient tree species (i.e. Ponderosa pine and Douglas-fir).

B. Construct a Shaded Fuel Break along the north side of Laurins Lane, especially where the road needs to be reconstructed to meet county standards. The fuel break should be at least 10 feet wide utilizing the same specifications outlined above.

C. Driveway specifications should meet the minimum standards as stated in #5 above. Future Lot owners should install the following **Firewise Defensible Space Zone** guidelines **before** their residence is constructed as they will greatly minimize the risk of loss from wildfire.

The recommended **Firewise Defensible Space Zone** treatments are as follows:

1. **Immediate Zone**- 0 to 5 feet around the building structures.
 - i. Recommend using rock or gravel instead of flammable vegetation or mulches next to the house.
 - ii. Trim branches from large trees or shrubs that overhang the home, porch, or deck.
 - iii. Do not stack firewood on or under decks.

2. **Intermediate Zone**- the next 5 to 30 feet from the building structures.
 - i. The landscape vegetation should consist of a well-maintained greenbelt. Utilize native low-lying plants that are fire resilient (visit idahofirewise.org for list). Favor deciduous trees and shrubs over evergreens, although Ponderosa pine and Douglas-fir can be fire resilient due to their thick bark. Keeping this zone green as much as possible in the hot dry summer months will also minimize surface fire from reaching the buildings.
 - ii. Shrubs can be limited to small clusters or groups of a few each to break up the continuity of vegetation across the landscape.
 - iii. Place propane tanks on gravel or concrete pads at least 30 feet from structures and surround them with non-flammable fencing.

3. **Extended Zone**- the next 30 to 100 feet from the building structures.
 - i. Space trees to have a minimum of 15-20 feet between the crowns.
 - ii. Remove the ladder fuel by pruning the lower branches at least 6-10 feet from the ground not to exceed 1/3 of the overall tree height.
 - iii. Remove dead trees and shrubs. Also remove large accumulations of ground litter/debris.

8. Long-term maintenance schedule to sustain fuel treat effectiveness.

- Promote the opportunity to maintain or return to native plant species and resistance to fire (such as Ponderosa pine, Western Larch, and Douglas-fir).
- Periodically (1-5 years) the current Lot owner or HOA meet with the respective structural and/or wildland fire organizations meet to review trends and projections of future fire risk and fire risk reduction capabilities to ensure that mitigation measures are adequate.
- Vegetation encroachment within the 100' zone of each structure will be reduced annually. This may be accomplished by the homeowner, during a community workday, or by a professional contractor hired by the homeowner.
- Woody debris will be collected each spring and removed to an approved facility.
- No open fires will be allowed during the closed burn season (May 10- October 20). Fire pits, if installed should be maintained to prevent a fire from escaping the structure. Recommend using metal containers for the fire pit.
- Keep the shrubs and tree branches cut back along the primary subdivision road system to maintain the 24-foot running surface and provide good access for firefighting equipment.



Figure 4: driveway to a future homesite



Construct a Shaded Fuel Break along west and north boundary line by reducing the woody debris on the ground to minimize a wildfire entering the property from the neighbor's dense timber.



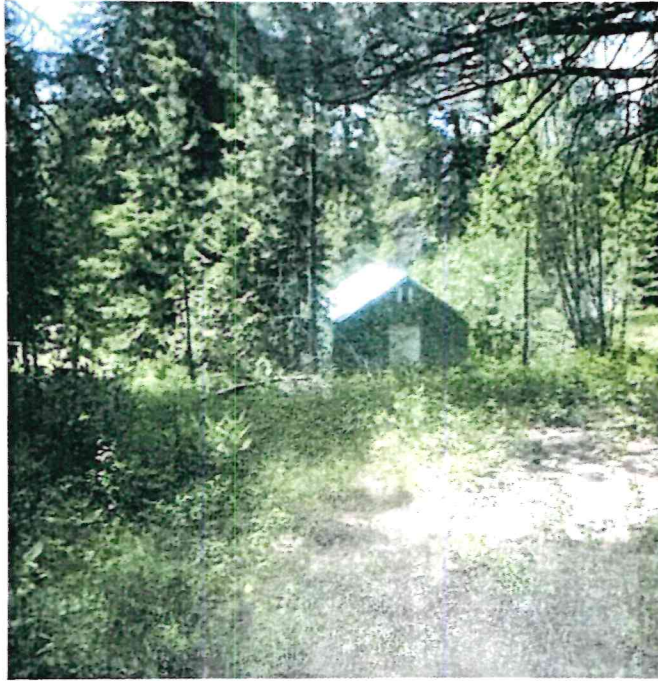
Thin trees within the Shaded Fuel break to create at least 10 feet distance between crowns and prune lower branches to reduce ladder fuels.



Laurins Lane shared access with Herrick Hill subdivision that meets county standards.



Portion of Laurins Lane that needs reconstruction to meet county standards and a shaded fuel break installed on both sides of the road.



Small wooden structure at the large spring and beginning of the Class II stream.



Class II stream and wet riparian area that will assist in slowing fire spread.



Small slash piles that were left from the previous harvest need to be masticated to reduce fuel load.

Appendix:

Preliminary plat map

Aerial map of the property

Copy of Valley County's Geographic Hazard Assessment Wildland Urban Interface

Firewise Defensible Space Zone guidelines

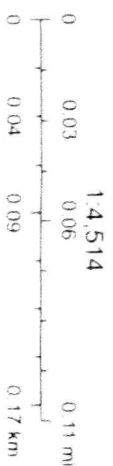
L&P Holdings Property



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Parcel Summary & Improvement Report

Maxxip



Valley County
Geographic Hazard Assessment
Wildland Urban Interface

2010HAA

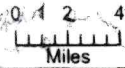
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- High, Big Creek
- High, Backhawk Timber
- High, Cascade West
- High, Donnelly
- High, Gold Dust-Alpha Timber
- High, High Valley Timber
- High, Horseshel
- High, Jughandle East
- High, McCall Timber
- High, Osprey Point West
- High, Peasol
- High, Smith's Ferry
- High, Tamarack
- High, Trails End
- High, West Mtn West
- High, Yellowstone
- Moderate, Big Creek Horseshel
- Moderate, Cascade East
- Moderate, Donnelly North
- Moderate, East Lake Fork
- Moderate, High Valley Valley
- Moderate, Osprey Point East
- Moderate, McCall
- Moderate, Roseberry East
- Moderate, West Mtn, East
- Low, Backhawk
- Low, Gold Dust-Alpha Valley
- Low, Jughandle West
- Low, Little Donner-Superloaf West
- Low, Little Donner-Superloaf East
- Low, Peasol Valley
- Low, Roseberry West
- Low, West Lake Fork

Fire Response Districts

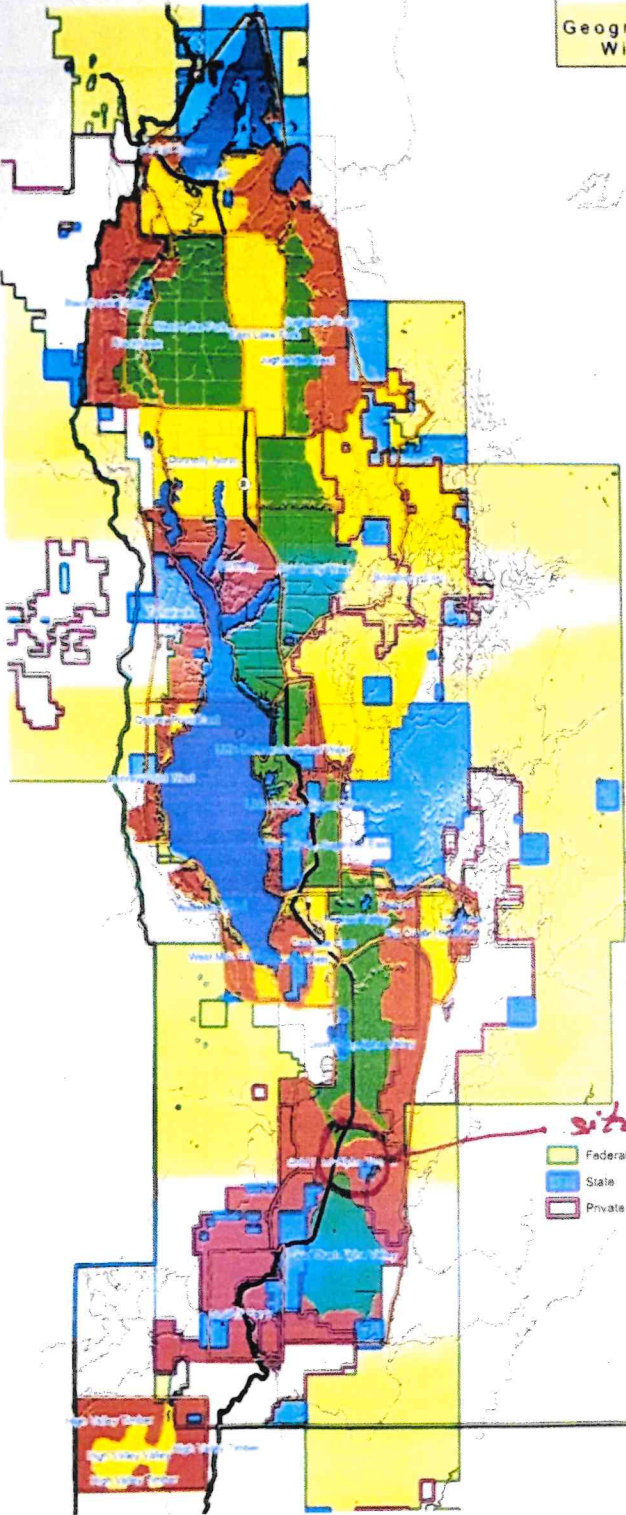
Rural-fire

- Federal
- State
- Private

site of Henrick North proposed subdivision



Draft Assessment
Lands Sub-Committee
11/2010



Firewise Defensible Space Zones

At a minimum, apply **Firewise Defensible Space** guidelines to each proposed single-family residence before construction. The Defensible Space zone recommended treatments are as follows:

- **Immediate Zone-** 0 to 5 feet around the building structures.
 - Recommend using rock or gravel instead of flammable vegetation or mulches next to the house.
 - Trim branches from large trees or shrubs that overhang the home, porch, or deck.
 - Do not stack firewood on or under decks.

- **Intermediate Zone-** the next 5 to 30 feet from the building structures.
 - The landscape vegetation should consist of a well-maintained greenbelt. Utilize native low-lying plants that are fire resilient (visit idahofirewise.org for list). Remove the ladder fuel by pruning the lower branches at least 10-16 feet from the ground not to exceed 1/3 of the overall tree height.
 - Keeping this zone green as much as possible in the hot dry summer months will also minimize surface fire from reaching the buildings.
 - Shrubs can be limited to small clusters or groups of a few each to break up the continuity of vegetation across the landscape.
 - Place propane tanks on gravel or concrete pads at least 30 feet from structures and surround them with non-flammable fencing.

- **Extended Zone-** the next 30 to 100 feet from the building structures.
 - Space trees to have a minimum of 15-20 feet between the crowns.
 - Remove the ladder fuel by pruning the lower branches at least 6-10 feet from the ground not to exceed 1/3 of the overall tree height.
 - Remove dead trees and shrubs. Also remove large accumulations of ground litter/debris.