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 25-013 Eld Ranch Estates – Final Plat
MEETING DATE:	November 12, 2026
TO:	Planning and Zoning Commission
STAFF:	Cynda Herrick, AICP, CFM Planning and Zoning Director
APPLICANT:	Greater Good Investments LLC, c/o Mark Young 1479 Mace RD, Eagle, ID 83616
PROPERTY OWNER:	Eld Ranch Investments LLC 6700 N Linder RD STE 156, PMB 243, Meridian, ID 83646
ENGINEER:	Crestline Engineers, PO Box 2330, McCall, Idaho 83638
SURVEYOR:	Dunn Land Surveys, 25 Coyote Trail, Cascade ID, 83611
LOCATION:	Parcel RP16N04E199006 located in the SE ¼ Section 19, T.16N, R.4E, Boise Meridian, Valley County, Idaho
SIZE:	55 acres
REQUEST:	Final Plat Approval

Greater Good Investments LLC is requesting 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 20 residential lots and 2 open space lots on 55 acres. This plat includes 14 residential lots and 3 open space lots on 54.7 acres. The number of lots has been reduced due to septic locations. Plat Note 11 allows Lots 3, 4, 9, and 12 to be divided upon approval of an adequate septic drain field.

Individual septic systems and individual wells are proposed. All proposed utilities (electric, cable television, and telephone) would be installed underground.

The lots would be accessed from new private roads onto Gold Fork Road, a public road.

The fire protection tank is shown on the plat within the 12-foot utility easement for Lot 7.

Wetlands have been designated on the plat and noted as "No Build Zone".

Idaho Power Easements and an access easement to parcel RP16N04E199031 are shown on the plat. An easement for a temporary hammerhead turnaround on the adjacent property to the east has been recorded as Instrument #2026-002609. An easement agreement for agricultural/ranch access along the new private road was also recorded as Instrument #2026-002608. Copies of both of these easements are attached.

The approved development agreement (attached) included deeding of road right-of-way for Gold Fork Road, a public road, and in-kind services for off-site roadway mitigation. All in-kind construction is to pass a final inspection by the Valley County Road and Bridge Department by December 31, 2027.

The applicant would like to provide financial guarantees for the remaining improvements.

FINDINGS:

1. Approval of the conditional use permit and preliminary plat were effective December 15, 2025.

2. The final plat application was submitted on October 13, 2026.

3. Legal notice was posted in the *Star News* on October 22, 2026, and October 29, 2026. This is not a public hearing.

4. Agency comment received regarding final plat:

   Paul Ashton, Valley County Engineer:
   - Recommended approval of the Revised Grading and Drainage Plans and Stormwater Drainage Report (April 17, 2026), and
   - Approved minor adjustments to the road alignment, removal of a shared driveway, and relocation of one of the retention swales. (August 5, 2026)

   Email correspondence between Megan Myers, Valley County Sheriff's Office; Kathy Riffie, Valley County Cartography Department; PZ Staff; and the applicant regarding proposed road names. (October 6, 2026; October 7, 2026; October 8, 2026; and October 13, 2026)

   Kathy Riffie, Valley County Cadastral Specialist Technician II, listed concerns and minor corrections for the plat. (November 3, 2026)

STAFF COMMENTS / QUESTIONS:

1. The final plat submittal included a WUI Plan, Declaration of Private Road, Declaration of Utilities, and CCRs.

2. Changes that need to be made to the plat prior to recording:
   - Correction of road names – Tyme is not acceptable and the P&Z Commission should consider "Oh Deer" as a road name.
   - Plat Note 8 corrected to read "... Conditional Use Permit SUB No. 25-013..."
   - Change the year of PZ Commission approval to 2026 (Sheet 5).
   - Corrections noted by the Cartographer's Office.
   - Clear delineation between the private road and the public road.
   - All elements of the requirements in the Development Agreement should be specifically addressed.
   - When will you drill the monitoring well?

3. Changes that need to be made to the Declaration of Utilities:
    - Per Condition of Approval # 16, phone and fiber optics (conduit) must also be referenced.
    - The buried fire tank should be part of the Declaration of Installation of Utilities. Is it placed according to Donnelly Fire Department requirements?
4. Changes that need to be made to the CCRS:
    - The Table of Contents needs updated, and
    - Page 11 Burning; Wood Burning Devices is misnumbered and should be 4.5.
5. The applicant would like to provide financial guarantees for the remaining improvements. This must be approved by the Valley County Engineer and the Board of County Commissioners at 120%.
6. **What improvements are and are not complete? What is the expected timeline for completion?**

Approved Conditions of Approval Instrument # 2025-006982 and Comments from Staff and Applicant:

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. A Development Agreement will be required for mitigation of off-site impacts. The applicant shall work with the Valley County Road Director and Planning and Zoning Director on an agreement for off-site infrastructure improvements that will be approved by the Board of County Commissioners. The development agreement shall address the Applicant's proportionate share of road maintenance mitigation measures, including dedication of right-of-way, dust abatement on gravel roads impacted by this Application, and/or signage. ✓ **Recorded as Instrument # 2026-002379. Per the applicant, work on Gold Fork Road is to start during Spring 2027.**
5. 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. The Valley County Engineer shall confirm there is adequate snow storage. ✓ **April 17, 2026; August 5, 2026**

6. Prior to final plat, the Applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed. Applicant's engineer shall also confirm all utilities were placed according to the approved plans. **Needed**

7. The final plat shall be recorded within two years, or this permit will be null and void. **Plat is to be recorded by December 18, 2027.**

8. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat. **Will be done prior to recording the plat.**

9. A letter of approval is required from Donnelly Fire District. **Needed**
10. The location of the water storage tank for emergency response must be noted on the final plat. ✓ **On Plat Sheet 2, Lot 7.**

11. Wetlands and floodplains shall be marked as no-build areas on the final plat; a delineation of wetlands is required. ✓

12. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. ✓ **CCRs 4.3.4 and fencing plan submitted**

13. All easements shall be shown on the final plat. ✓

14. A deed from the applicant to Valley County shall be prepared for the transfer of road right-of-way along Gold Fork Road. ✓ **Draft submitted**

15. A private road declaration shall be recorded with the final plat identifying maintenance on the public road. ✓ **Submitted; Plat Note 2**

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

17. 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. ✓

18. Shall contact Donnelly U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development. ✓ **A Cluster Box Unit will be placed.**

19. 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.
✓ **See CCRs 4.3.6, 4.4, 4.22, 4.4, 4.13, and 4.5**

20. 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 4.4**

21. 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. ✓ **Plat Note 14**

- All lighting must comply with the Valley County Lighting Ordinance. ✓ **Plat Note 19**
- Only one wood burning device per lot. ✓ **Plat Note 18**
- Surrounding land uses are subject to change. ✓ **Plat Note 17**

22. Recommend cattle grazing occurs on area not developed or that the grass be harvested to reduce fuel load. ✓ **Cattle grazing is expected to continue outside the subdivision boundary.**

23. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director. The plan shall be recorded and noted on the face of the plat. **Needed; Plat Note 15**

24. Recommend minimal tree removal on southern border of Phase 1. ✓ **See Exhibit 10 of Final Plat Submittal.**

25. Must add a monitoring well for data collection by Department of Environmental Quality. **Needed**

26. Lot 20, between Gold Fork RD and the river, cannot be a buildable lot. ✓ **Proposed Lot 20 has been changed to Open Space A.**

ATTACHMENTS:

- Conditional Use Permit
- Location Map
- Aerial Map
- Assessor Plat – T.16N R.4E Section 19
- Approved Preliminary Plat
- Responses Regarding Final Plat
- Development Agreement – Instrument # 2026-002379
- Temporary hammerhead turnaround easement - Instrument #2026-002609
- Easement agreement for agricultural/ranch access - Instrument #2026-002608
- Applicant's Final Plat Submittal Received October 13, 2026

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 # 2025-006982
Valley County, Cascade, Idaho
12-18-2025 12:06:45 PM Fees: $0.00 Pages: 4
Douglas Miller Recorded for:
Ex-Officio Recorder Deputy

MRI

CONDITIONAL USE PERMIT
SUB NO. 25-013
Eld Ranch Estates Subdivision

Issued to:

Greater Good Investments LLC, (Applicant)
c/o Mark Young
1479 Mace RD
Eagle, ID 83616

Eld Ranch Investments LLC (Owner)
6700 N Linder RD STE 156, PMB 243
Meridian, ID 83646

Property Location: The site is 55 acres and is a part of Parcel RP16N04E199005 located in the SE ¼ Section 19, T.16N, R.4E, Boise Meridian, Valley County, Idaho.

The Board of County Commissioners held a public hearing on an appeal of the Planning and Zoning Commission approval on August 27, 2025. The decision was made on September 10, 2025. The Findings of Fact and Conclusions of Law were approved on December 15, 2025.

The Board of County Commissioner's upheld the Valley County Planning and Zoning Commission's decision of July 10, 2025. The P&Z Commission's decision stands, and you are hereby issued a conditional use permit for SUB No. 25-013 with Conditions for establishing a 20-lot single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is December 15, 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. A Development Agreement will be required for mitigation of off-site impacts. The applicant shall work with the Valley County Road Director and Planning and Zoning Director on an agreement for off-site infrastructure improvements that will be approved by the Board of County Commissioners. The development agreement shall address the Applicant's proportionate share of road maintenance mitigation measures, including dedication of right-of-way, dust abatement on gravel roads impacted by this Application, and/or signage.

5. 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. The Valley County Engineer shall confirm there is adequate snow storage.

6. Prior to final plat, the Applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed. Applicant's engineer shall also confirm all utilities were placed according to the approved plans.

7. The final plat shall be recorded within two years, or this permit will be null and void.

8. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.

9. A letter of approval is required from Donnelly Fire District.

10. The location of the water storage tank for emergency response must be noted on the final plat.

11. Wetlands and floodplains shall be marked as no-build areas on the final plat; a delineation of wetlands is required.

12. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.

13. All easements shall be shown on the final plat.

14. A deed from the applicant to Valley County shall be prepared for the transfer of road right-of-way along Gold Fork Road.

15. A private road declaration shall be recorded with the final plat identifying maintenance on the public road.

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

17. 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.

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

19. 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.

20. 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.

21. 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.

22. Recommend cattle grazing occurs on area not developed or that the grass be harvested to reduce fuel load.
23. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director. The plan shall be recorded and noted on the face of the plat.

24. Recommend minimal tree removal on southern border of Phase 1.

25. Must add a monitoring well for data collection by Department of Environmental Quality.

26. Lot 20, between Gold Fork RD and the river, cannot be a buildable lot.

END CONDITIONAL USE PERMIT

Date December 18, 2025

Approved by Cynda Herrick

***

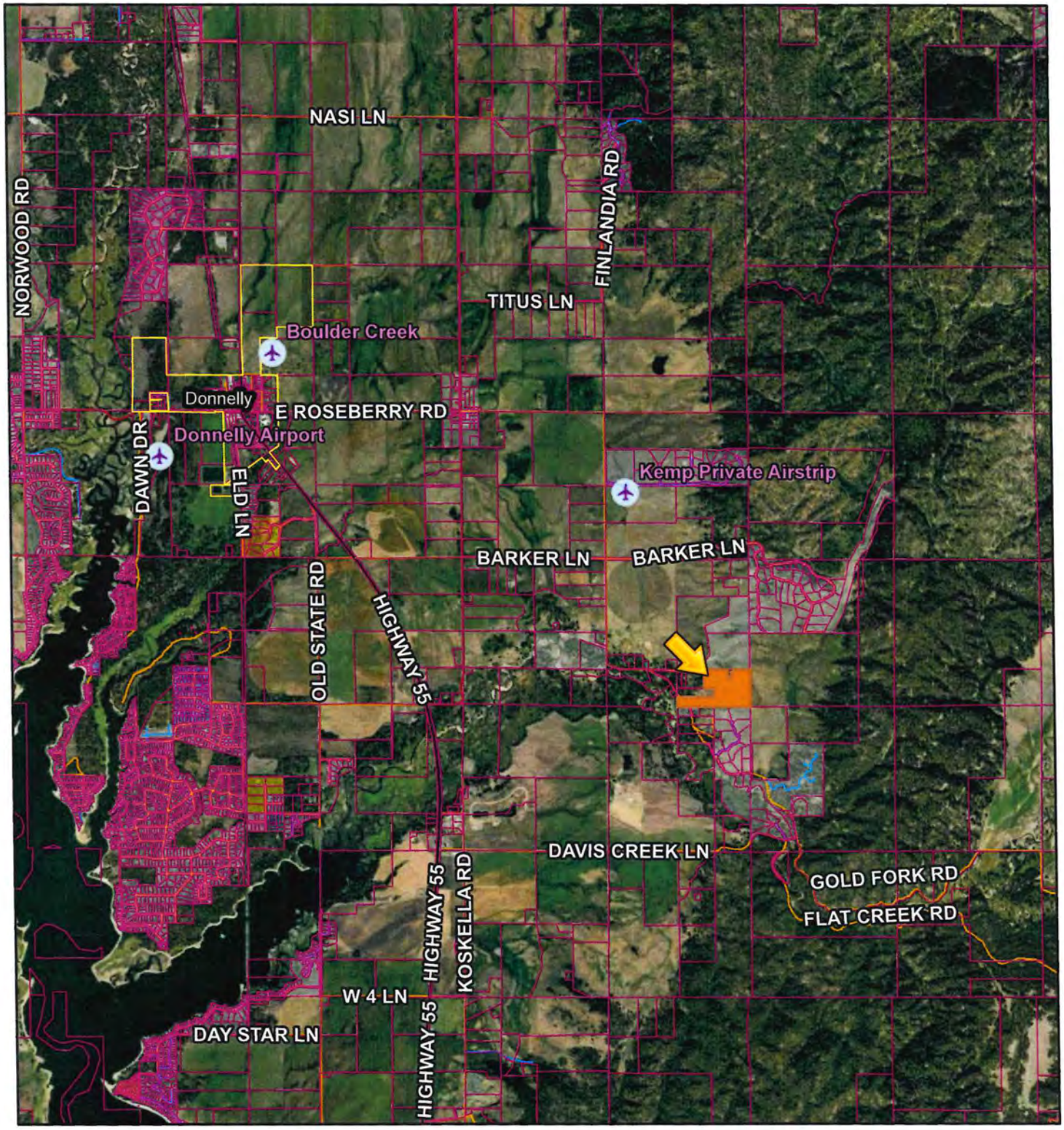
On this 18th day of December, 2025, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

HANNAH THOMAS COMMISSION NUMBER NOTARY PUBLIC 20251700 STATE OF IDAHO

Notary Public
Residing at: Cascade
Commission Expires: 4/28/2031

SUB 25-013 Location Map



6/2/2025, 2:05:18 PM

1:85,401

0 0.5 1 2 mi

0 0.75 1.5 3 km

Airstrips

Municipalities

Parcel Boundaries

Earthstar Geographics

Created by Valley County

SUB 25-013 Aerial Map



6/2/2025, 1:58:29 PM

1:6,641

0 0.04 0.08 0.16 mi

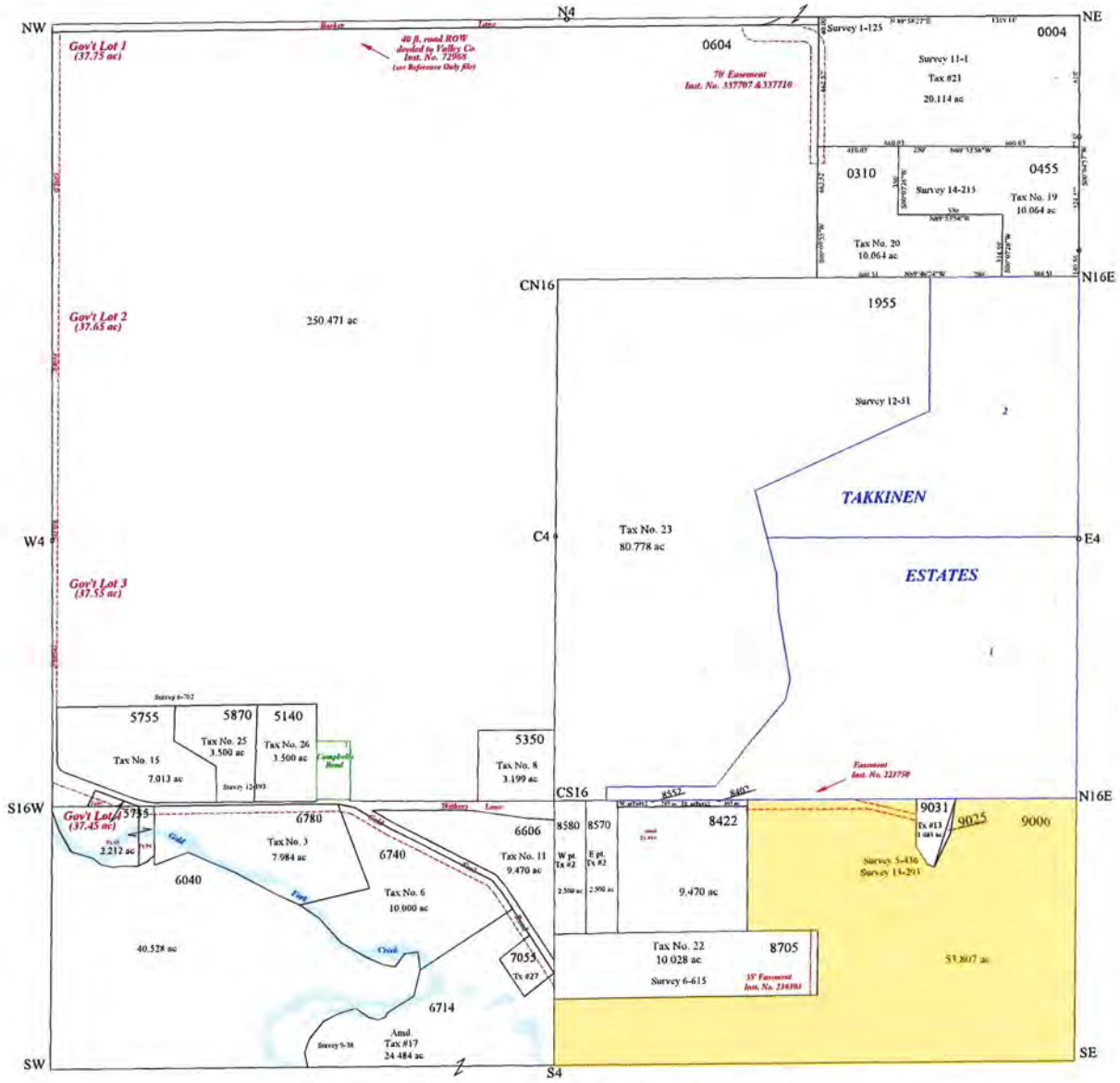
0 0.05 0.1 0.2 km

Permits

- ADU
- Address Points
- Parcel Boundaries

Maxar

Created by Valley County



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

PLAT TITLE

T W P . 1 6 N R 0 4 E S E C . 1 9

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

Filename:	Valley County Base Map
Scale:	~~1" = 400 ft.~~
Date:	2/4/2026
Drawn by:	L Frederick

PRELIMINARY PLAT– ELD RANCH ESTATES

A RESIDENTIAL SUBDIVISION LOCATED IN A PORTION OF
S1/2 OF THE SE 1/4, SECTION 19
T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2025

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	42.44	35.00	69.48	S86° 45' 47"E	39.89
C2	113.31	110.00	59.02	N88° 00' 30"E	108.37
C3	150.88	185.00	52.38	S88° 40' 27"E	145.86
C4	239.74	310.00	44.31	N87° 17' 17"E	233.81
C5	154.89	185.00	53.72	N82° 35' 08"E	149.09
C6	144.75	685.00	12.11	N81° 46' 51"E	144.48
C7	331.88	685.00	27.76	N81° 42' 52"E	328.64
C8	40.72	15.00	155.54	N17° 49' 33"E	29.32
C9	228.68	250.00	52.41	N33° 44' 14"W	220.79
C10	77.88	390.00	11.44	N13° 15' 08"W	77.75
C11	16.28	20.00	46.57	N42° 15' 23"W	15.81
C12	15.00	60.00	14.32	N58° 22' 46"W	14.96
C13	92.28	60.00	88.12	N7° 09' 35"W	83.45
C14	75.15	60.00	71.76	N72° 48' 48"E	70.33
C15	102.07	60.00	97.47	S22° 38' 22"E	90.20
C16	16.28	20.00	46.57	S4° 18' 40"W	15.81
C17	91.85	460.00	11.44	S13° 15' 08"E	91.70
C18	182.50	180.00	58.09	S36° 34' 39"E	174.78
C19	52.98	110.00	27.60	S51° 49' 26"E	52.47
C20	53.10	110.00	27.66	S24° 11' 42"E	52.58
C21	35.55	35.00	58.20	S39° 27' 47"E	34.04
C22	13.14	685.00	1.10	S68° 00' 42"E	13.14
C23	248.85	165.00	86.34	N89° 21' 59"E	225.78
C24	141.94	285.00	28.54	N40° 27' 46"E	140.46
C25	35.65	285.00	7.17	N58° 18' 53"E	35.63
C26	133.98	215.00	35.70	S44° 02' 48"W	131.82
C27	100.09	235.00	24.40	S38° 23' 47"W	99.34
C28	254.05	235.00	61.94	S81° 34' 05"W	241.86
C29	609.80	615.00	56.81	S84° 07' 57"W	585.12
C30	220.32	235.00	53.72	N82° 35' 08"E	212.34
C31	185.81	240.00	44.31	N87° 17' 17"E	181.02
C32	214.66	235.00	52.32	S88° 40' 27"E	207.45
C33	41.84	15.00	159.80	N37° 37' 07"E	29.54
C34	173.00	390.00	25.42	N29° 34' 24"W	171.58
C35	196.36	320.00	35.16	N34° 28' 42"W	193.30

NOTES:

1. THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS:
   GREATER GOOD INVESTMENTS, LLC
   1479 MACE ROAD
   EAGLE, ID 83616
2. THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:
   DUNN LAND SURVEYS, INC.
   25 COYOTE TRAIL
   CASCADE, ID 83611
3. THE EXISTING LAND USE/ZONING IS AGRICULTURAL.
4. THE TOTAL AREA FOR THE DEVELOPMENT IS APPROXIMATELY ±54.83 ACRES.
5. REFER TO EXHIBIT NO. EX-2 FOR EXISTING CONDITIONS AND TOPOGRAPHY.
6. SETBACKS WILL COMPLY WITH VALLEY COUNTY STANDARDS.
7. ALL LIGHTING MUST BE DARK SKY COMPLIANT.
8. ONLY ONE WOOD BURNING DEVICE PER LOT.
9. 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.
10. SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
11. WETLAND BOUNDARIES AS SHOWN ON THIS PLAN ARE APPROXIMATE AND BASED UPON PRELIMINARY/ASSUMED INTERPRETATIONS OF EXISTING ON-SITE CONDITIONS

LEGEND:

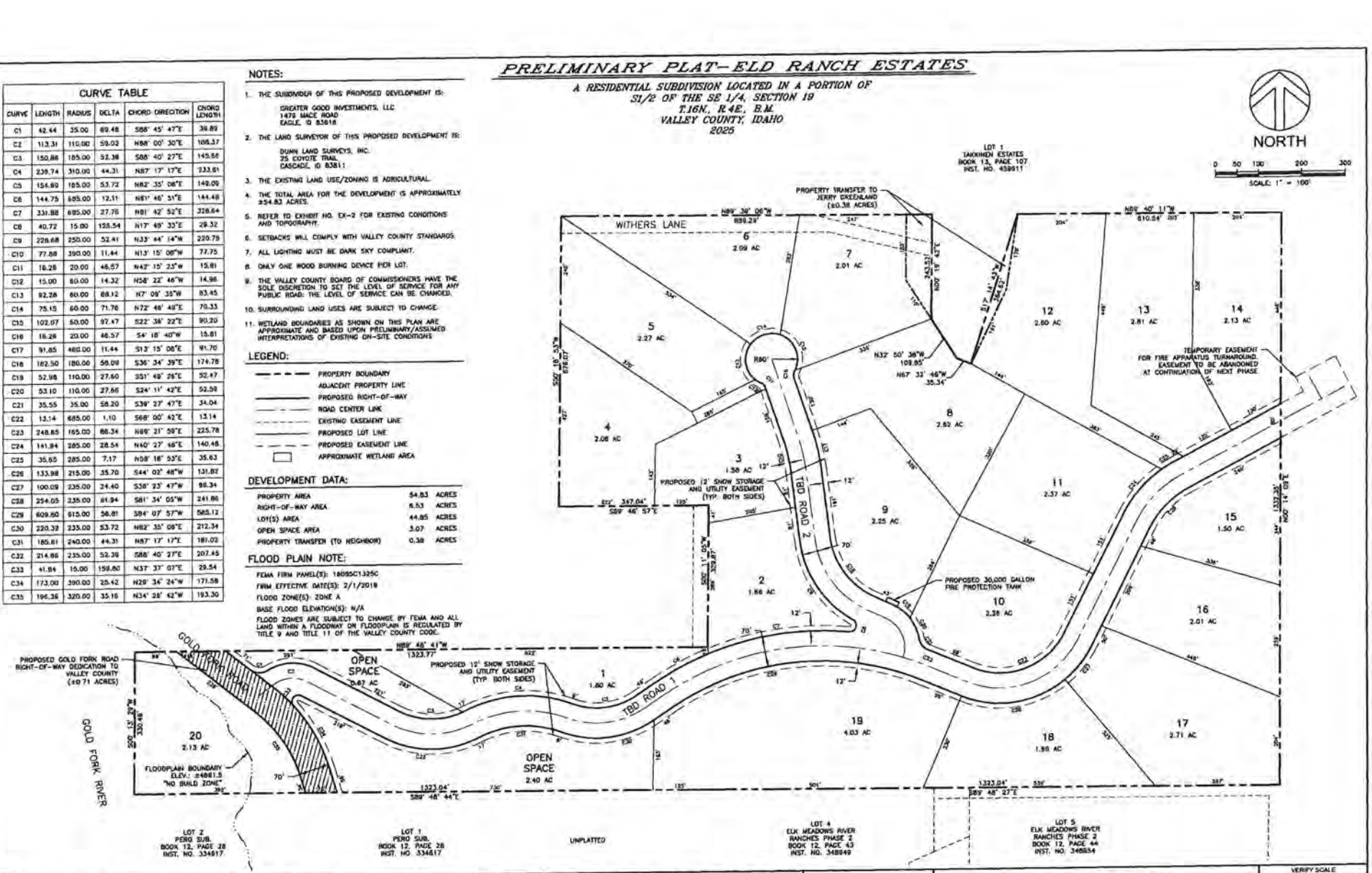
- PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- ROAD CENTER LINE
- EXISTING EASEMENT LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- APPROXIMATE WETLAND AREA

DEVELOPMENT DATA:

PROPERTY AREA	54.83	ACRES
RIGHT-OF-WAY AREA	6.53	ACRES
LOT(S) AREA	44.85	ACRES
OPEN SPACE AREA	3.07	ACRES
PROPERTY TRANSFER (TO NEIGHBOR)	0.38	ACRES

FLOOD PLAIN NOTE:

FEMA FIRM PANEL(S): 16085C1325C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE A
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.



NO.	REVISION	BY	DATE
1.	VALLEY COUNTY LAND USE APPLICATION SUBMITTAL.	RFP	5/27/2025

DESIGN: RFP
DRAWN: RFP
CHECKED: GTT
APPROVED: GTT

FOR REVIEW ONLY NOT FOR CONSTRUCTION

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

811 SAFETY IS IN YOUR HANDS. DIGGING NEAR UTILITIES?

ELD RANCH ESTATES
VALLEY COUNTY, IDAHO
PRELIMINARY PLAT

VERIFY SCALE
BAR IS ONE INCH ON FULL SIZE DRAWING
IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

PROJECT	25008
DATE	5/22/2025
DRAWING NO.	EX-1
SHEET NO	1 OF 6

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

Re: Eld Ranch Estates Phase 1 – Revised Grading and Drainage Plans and Stormwater Drainage Report

Dear Cynda:

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

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX
Valley County Engineer

Paul Ashton, P.E.

cc: Anthony Dini, P.E./Crestline Engineering
Rob Pair, E.I.T./Crestline Engineering
Cody Janson, PE/Parametrix

Outlook

Re: Eld Ranch Estates - Updated Plan Sheets

From Cynda Herrick <cherrick@valleycountyid.gov>
Date Wed 8/5/2026 3:35 PM
To Paul Ashton <pashton@parametrix.com>
Cc Cody Janson <cjanson@parametrix.com>; Lori Hunter <lhunter@valleycountyid.gov>

Hello,

We will attach this letter to the approval letter. It will suffice.

Have a great day, Cynda

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

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

Service Transparent Accountable Responsive

From: Paul Ashton <PAshton@parametrix.com>
Sent: Wednesday, August 5, 2026 3:18 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Cody Janson <cjanson@parametrix.com>
Subject: FW: Eld Ranch Estates - Updated Plan Sheets

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

Cynda,

I should have remembered to ask you about this when we talked earlier, but Rob Pair at Crestline called me a few weeks ago about some minor adjustments to the horizontal alignment of the road in Eld Ranch Estates. The adjustments really were minor and included eliminating a shared driveway. The changes required the relocation of one of the retention swales but did not impact the capacity of the swale.

I reviewed the changes and have no comments or concerns. Do you need an updated approval letter for the revisions?

Thanks!

Parametrix

Paul Ashton, PE
Senior Engineer
208-906-1155 | direct
208-891-1995 | mobile

From: Rob Pair <rpair@crestline-eng.com>
Sent: Friday, July 31, 2026 12:43 PM
To: Paul Ashton <PAshton@parametrix.com>
Cc: Anthony Dini <adini@crestline-eng.com>
Subject: Eld Ranch Estates - Updated Plan Sheets

Hi Paul,

We spoke awhile back on the phone about shifting the road alignment at Eld Ranch Estates – Phase 1. I've attached the updated road plan and profile and grading sheet for your records. We also discussed the possibility of steepening the slope near the entrance of the development however, the developers did not decide to pursue that option.

Thank you,

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

Outlook

Fw: Road Names - Eld Ranch Subdivision - 25-013

From Lori Hunter <lhunter@valleycountyid.gov>
Date Tue 10/13/2026 8:33 AM
To Cynda Herrick <cherrick@valleycountyid.gov>; mark@k2excavation.org <mark@k2excavation.org>; Rob Pair <rpair@crestline-eng.com>

Please see below comments from Dispatch and Cartography regarding proposed road names.

Lori Hunter
Valley County Planning & Zoning Planner II
208-382-7115
700 South Main Street • P.O. Box 1350
Cascade, ID 83611

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

From: Megan Myers <mmyers@valleycountyid.gov>
Sent: Thursday, October 8, 2026 8:04 AM
To: Kathy Riffie <kriffie@valleycountyid.gov>; Lori Hunter <lhunter@valleycountyid.gov>; Laurie Frederick <lfrederick@valleycountyid.gov>
Subject: Re: Road Names - Eld Ranch Subdivision - 25-013

From a dispatch perspective I am not a fan of Mountain Tyme Dr. This will be a difficult spelling for us. If they wanted to use Time or Thyme those would be better. Even writing this email I had to refer back to the original email a couple times to see their spelling (My brain knew it was an odd spelling but I was trying to put Thym).

I agree with Kathy, property owners would need to spell out both of these road names every time. When a caller is calling 911 in an emergency it would waste some valuable time if we're getting hung up on the odd spelling of a road.

Megan Myers
Communications Supervisor
Valley County Sheriff's Office
208-382-5160

From: Kathy Riffie <kriffie@valleycountyid.gov>
Sent: Wednesday, October 7, 2026 7:27 AM
To: Lori Hunter <lhunter@valleycountyid.gov>; Megan Myers <mmyers@valleycountyid.gov>; Laurie Frederick <lfrederick@valleycountyid.gov>
Subject: Re: Road Names - Eld Ranch Subdivision - 25-013

I don't see an issue myself.

Only that the spelling of "Tyme" might be fairly frustrating for property owners. They will be constantly having to spell out "Tyme" to anyone anytime they verbally state their address.

Similar with the "Oh Deer". Having to clarify that to people also.

But that is not for me to judge.

Thanks,

Kathy Riffie
Cadastral Specialist Technician II
Valley County Assessor - Cartography Department
kriffie@valleycountyid.gov
PH (208) 382-7127 | FX (208) 382-7187
700 S Main St | PO Box 1350
Cascade, ID 83611
Working Days: Monday - Thursday

SERVICE
TRANSPARENT
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Please note: This message (including any attachments) may be privileged and confidential and is intended only for the use of the individual or entity above-named. You are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient please notify the sender by reply email and immediately delete this email.

From: Lori Hunter <lhunter@valleycountyid.gov>
Sent: Tuesday, October 6, 2026 11:24 AM
To: Megan Myers <mmyers@valleycountyid.gov>; Laurie Frederick <lfrederick@valleycountyid.gov>; Kathy Riffie <kriffie@valleycountyid.gov>
Subject: Fw: Road Names - Eld Ranch Subdivision - 25-013

Proposed Road Names - Your thoughts?

- Main Road travelling west to east off Gold Fork: Mountain Tyme Drive
- North spur road that ends in cu-de-sac : Oh Deer Circle - I've stated that this is not a CIRCLE but a COURT.

Lori Hunter
Valley County Planning & Zoning Planner II
208-382-7115
700 South Main Street • P.O. Box 1350
Cascade, ID 83611

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

From: Lori Hunter <lhunter@valleycountyid.gov>
Sent: Tuesday, October 6, 2026 11:21 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>; Mark Young <mark@k2excavation.org>; Rob Pair <rpair@crestline-eng.com>
Subject: Re: Road Names - Eld Ranch Subdivision - 25-013

I'll run these by dispatch and cartography.

However, per VCC 5-4-4.C: **Circle**: A road which returns back to the road from which it originates. Not a cul-de-sac but a loop. Thus, the road should be **Court** - "A dead end cul-de-sac connecting to a road at one end only, runs generally north or south". See below.

Lori Hunter
Valley County Planning & Zoning Planner II
208-382-7115
700 South Main Street • P.O. Box 1350
Cascade, ID 83611

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

VCC 5-4-4

B. Standards For Determining And Approving Road Dedications: The following standards shall be used in determining and approving road names:

1. Duplications: There shall be no duplication of road names by sound or spelling in the county. Differentiation shall not be by the addition of suffixes, such as road, lane, etc.

2. Submittal Of Names For Future Road Dedications: Names for future road dedications shall be submitted to the Valley County Planning and Zoning Administrator or their designee for approval as requested by the person or agency proposing the road dedication, subject to all provisions of this chapter.

a. The proposed road name shall be "saved" for a period of two (2) years before another person or agency can assume the name, unless withdrawn by the applicant.

b. The proposed road name shall be sent for comment to the Assessor and the 911 dispatch supervisor for consideration and comment.

3. Alignment: A proposed road shall be considered in general alignment with an existing road if it is no farther than one hundred fifty feet (150') from centerline to centerline. Where a proposed road is in the same alignment as an existing road and is a continuation of that road, the name of the existing road shall be maintained with the appropriate designation.

4. Connection With Two Differently Named Roads: Where a proposed road or lane connects two (2) differently named roads located on the same alignment, the planning and zoning administrator shall designate the name, giving consideration to the length, collector status, period of usage and number of residents affected.

5. Cul-De-Sac:

a. Less Than One Hundred Feet: A cul-de-sac (court or place) which has an overall length of one hundred feet (100') or less (as measured from the centerline of the principal road to the point of radius or centroid of the cul-de-sac) shall carry the same name and the same designation of the road from which it emerges. When a proposed court or place, which has an overall length of one hundred feet (100') or less, is in alignment with a road, it shall carry the same name of the roadway from which it emerges and the appropriate designation.

b. More Than One Hundred Feet: A cul-de-sac (court or place) which has an overall length of more than one hundred feet (100') (as measured from the centerline of the principal road to the point of radius) shall carry a new name, and must be named in accordance with the provisions herein.

6. Aligns With Existing Road: A proposed road which aligns with an existing road shall carry the correct road designation (road, drive, avenue or way), even though the existing road designation may be incorrect.

7. L Shaped Road: Both portions of an "L" shaped road shall carry the same name if either leg is one hundred feet (100') or less in length; all others shall carry two (2) names.

8. Obvious Change In Direction: If the Planning and Zoning Administrator determines that a road makes a very obvious change in direction, a new road name shall be assigned except as herein provided. Whenever this situation occurs, the change of the road name shall occur at the intersection rather than the point where the direction changes.

9. Limited To Ten Letters: In general, road names shall not be over ten (10) letters in length including spaces, unless otherwise approved by the board. All road names shall conform to this limitation except where existing names are to be continued due to alignments.

10. Lack Of Compliance: Any lack of compliance for the initial maps and road names adopted shall be permitted.

C. Suffixes: The following suffixes shall be used in designating road names:

1. Avenue: A road generally running in a straight line, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

2. Boulevard: A road which is a broad thoroughfare and provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board and which is separated by a raised median strip, usually landscaped.

3. Circle: A road which returns back to the road from which it originates.

4. Court: A dead end cul-de-sac connecting to a road at one end only, runs generally north or south, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

5. Drive: A road which is generally meandering one or more directions, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

6. Lane: A road which runs generally east or west.

7. Parkway: A road which is generally meandering one or more directions, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

8. Place: A dead end road connecting to a road at one end only, runs generally east or west, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

9. Road:

a. Rural Areas: A designated road which extends through generally rural areas, runs generally north or south, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

b. Urban Areas: A road generally running in a straight line through generally urban areas, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

10. Trail: A road which is generally meandering one or more directions, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

11. Way: A road generally meandering in one or more directions, which provides vehicular and/or pedestrian access to adjacent properties, the dedication of which has been accepted by the board.

12. Street Or Boulevard: The use of the term "Street" or "Boulevard" shall be determined and approved by the board. (Ord. 90-2, 7-23-1990; amd. 2011 Code; amd. Ord. 20-01, 11-25-2019)

From: Cynda Herrick <cherrick@valleycountyid.gov>
Sent: Tuesday, October 6, 2026 10:39 AM
To: Mark Young <mark@k2excavation.org>; Rob Pair <rpair@crestline-eng.com>
Cc: Lori Hunter <lhunter@valleycountyid.gov>
Subject: Re: Road Names - Eld Ranch Subdivision - 25-013

Oh my, those are cute...

Lori will confirm with Dispatch.

- Main Road travelling west to east off Gold Fork: Mountain Tyme Drive
- North spur road that ends in cu-de-sac : Oh Deer Circle

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

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

Service Transparent Accountable Responsive

From: Mark Young <mark@k2excavation.org>
Sent: Tuesday, October 6, 2026 9:29 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>; Rob Pair <rpair@crestline-eng.com>
Subject: Road Names - Eld Ranch Subdivision - 25-013

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

Good morning Cynda,

We are busy pulling together our package to submitted for final approval by Oct 12th to be on the Nov. 12th P&Z meeting agenda. Rob and I were going thru our to do list. I thought I had sent you this but looks like I didn't. Here are the two proposed road names. Can you confirm these are okay with you.

- Main Road travelling west to east off Gold Fork: Mountain Tyme Drive
- North spur road that ends in cu-de-sac : Oh Deer Circle

Thank you for your time and help. Look forward to your response.

Best

Mark Young | Contracting & Finance
K2 Excavation & Construction, LLC
mark@k2excavation.org
C 858.232.4586

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

SUE LEEPER
Assessor
sleeper@valleycountyid.gov

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

NOREEN ALLEN
Chief Deputy Assessor
nallen@valleycountyid.gov

November 3, 2026

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

RE: Final Plat Review "Eld Ranch Estates"

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 currently referenced on the Assessment Rolls as Part of S/2 SE4 S19 T16N R4E. The parcel number and ownership currently are as follows:

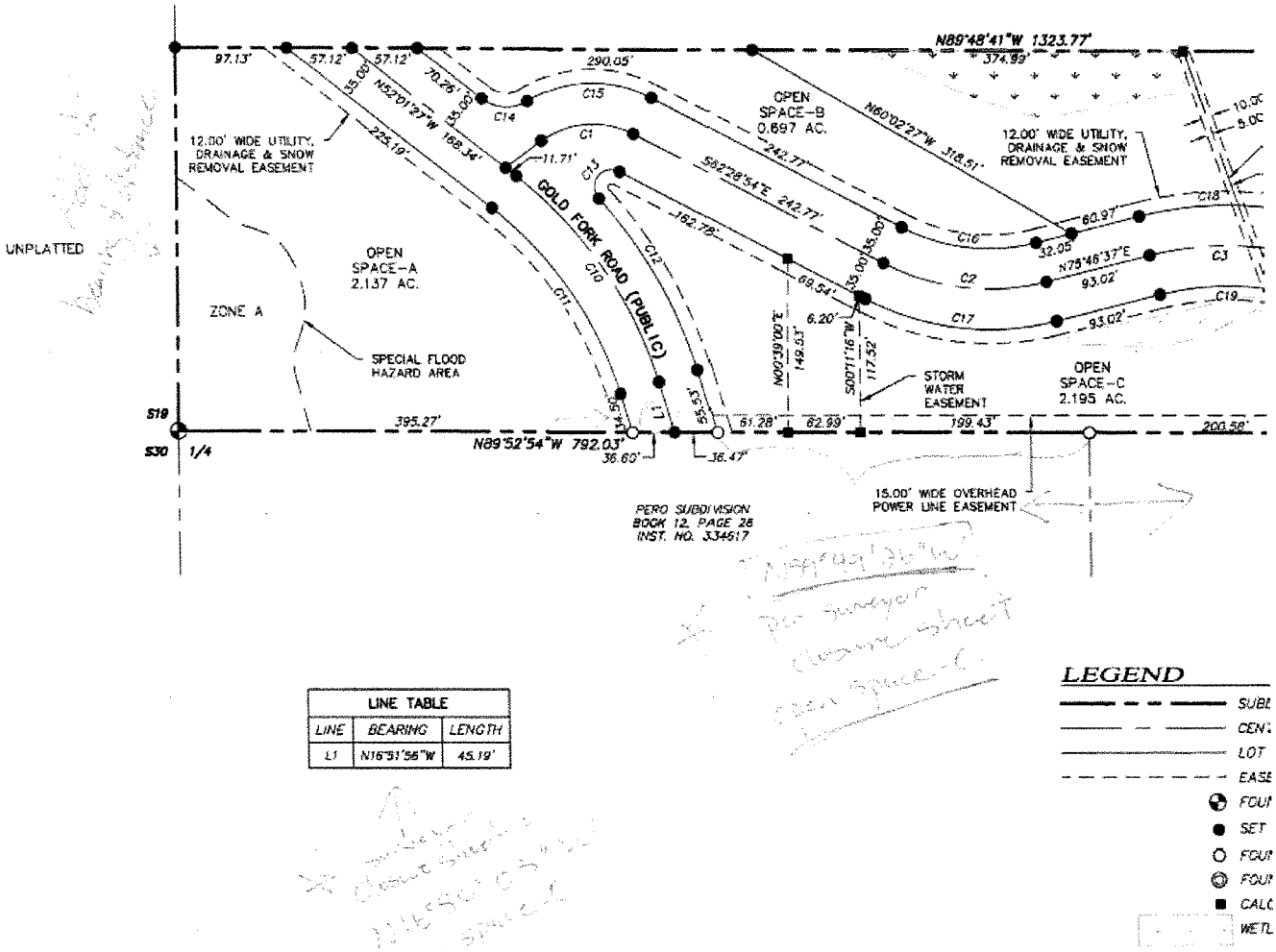
RP16N04E199006 – Greater Good Investments LLC

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

Chip, would you please take a look at the following:

- The provided closure sheet for *Open Space-C* has some bearings that do not match the plat face. This is of particular concern because Item 1 below is also part of the subdivision exterior boundary. See detail below. (I checked your closure sheet as my acreage was not matching yours very well and the closure wasn't great.)
    1. Southern boundary (western portion thereof)
    2. L1 bearing
- Please add the bearing and distance to the west boundary (Open Space-A Sheet 3). See detail below.
- Consider adding the Withers Lane distance along the west boundary (Lot 4 Sheet 2) if it is different than 40.00 ft.
- I have some minor acreage rounding discrepancies with you for Lots 1, 5, 6, and 9. I get 3.620, 2.366, 1.775, and 5.781 acres respectively. However, your figures may be more accurate as you may be using more precise raw data.

(See next page for detail excerpt)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N16°51'56"W	45.19'

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,

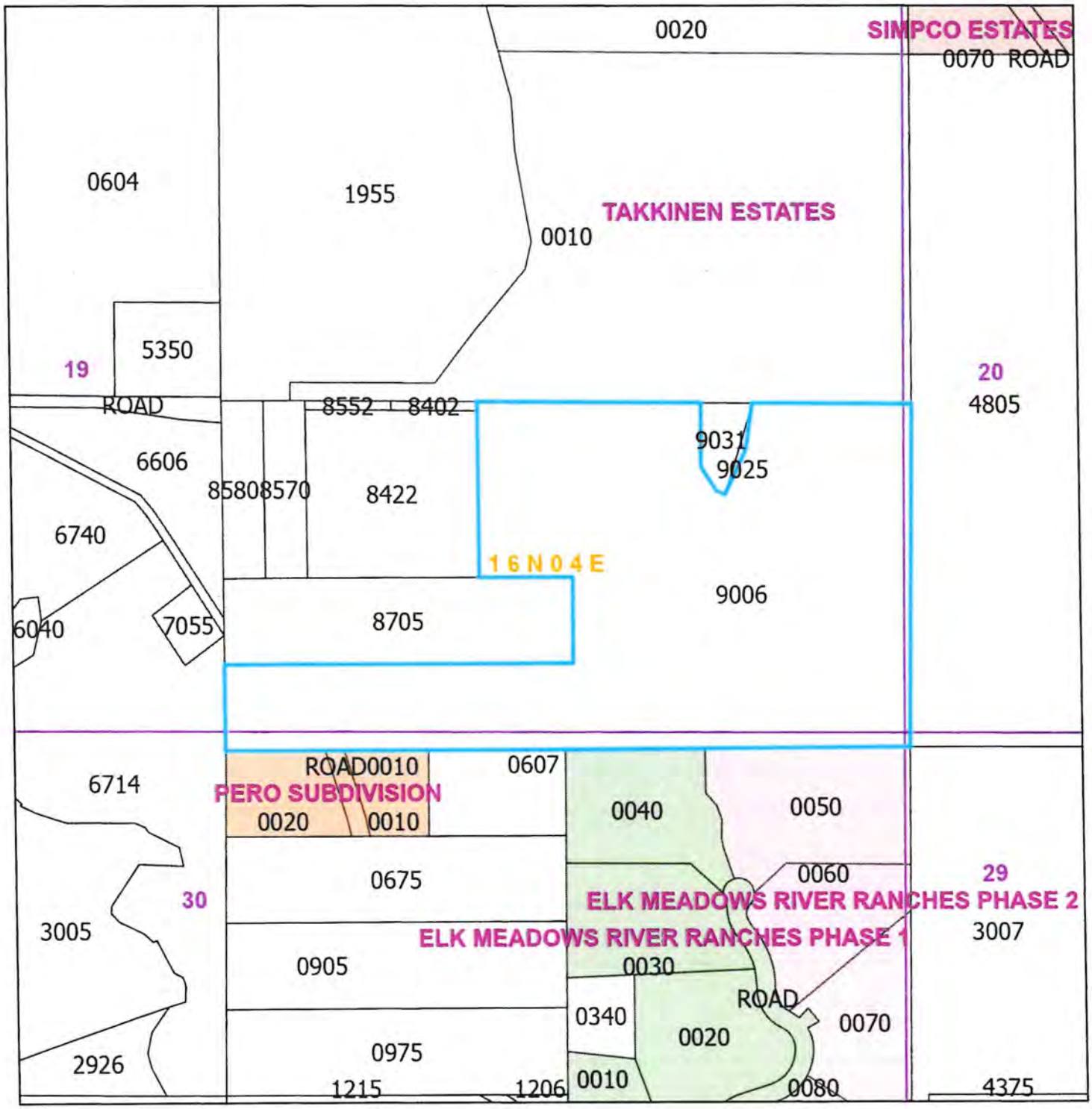
Kathy Riffie
Cadastral Specialist Technician II
Valley County Assessor - Cartography Department

Enclosures

CC: Chip Bowers, Dunn Land Surveys Inc
Ralph Miller, Secesh Engineering – Acting Valley County Surveyor

Proposed Eld Ranch Estates

RP16N04E199006



Legend

- Township
- Section
- Parcels

Date: 11/3/2026
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

Instrument # 2026-002379
Valley County, Cascade, Idaho
05-19-2026 12:58:52 PM Fees: $0.00 Pages: 12
Gabrielle Knapp Recorded for: CYNDA
Ex-Officio Recorder Deputy

MR1

After Recording
Return to:

Greater Good Investments LLC
c/o Mark Young
1479 Mace RD
Eagle ID 83616

DEVELOPMENT AGREEMENT

Eld Ranch Estates

This Development Agreement (this "**Agreement**") is entered into effective as of the date last written below, by and among VALLEY COUNTY, IDAHO, a political body within the State of Idaho (the "**County**") and Mark Young, Greater Good Investments LLC, (the "**Developer**"). The County and the Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, the Developer is the owner of record of that certain real property legally described on **Exhibit A**, attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Developer has received approval of application CUP 25-013 Eld Ranch Estates Subdivision for 20 lots which is Phase 1 in a multi-phase single family subdivision. Conditional Use Permit Instrument # 2025-006982 was recorded on December 18, 2025 (the "**Application**");

WHEREAS, the Developer has proposed that the Property be developed pursuant to and in accordance with the Application, the County's Comprehensive Plan and Zoning Ordinance in effect on the date of application, and in accordance with the terms and conditions of this Agreement and any amendments hereto. Such development is hereafter referred to as the "**Project**";

WHEREAS, the County has the authority pursuant to Section 67-6512(d) of Idaho Code to attach certain conditions to a special use permit and condition the approval of a Conditional Use Permit, among other things, minimizing the impact on other development, providing on-site or off-site public facilities and requiring the mitigation of effects of the proposed development upon service delivery by any political subdivision. See Idaho Code § 67-6512(d)(1),(6),(8); and Valley County Code (9-9-9)(9-5-3). These conditions of approval are to be memorialized in a Development Agreement for the purpose of allowing, by agreement, the proposed development to proceed;

WHEREAS, the County's Planning & Zoning Commission (the "**Commission**") held a public hearing as prescribed by law with respect to the development of the Property and this Agreement on July 10, 2025, approved the application, and the decision was appealed;

WHEREAS, the Valley County Board of Commissioners (the "Board") held a public hearing as prescribed by law with respect to the development of the Property and this Agreement on August 27, 2025 and tabled the matter to September 10, 2025;

WHEREAS, the Board approved the Application on September 10, 2025, subject to review and approval of this Agreement and written findings of fact and conclusions of law (the "**Written Decision**"), which was approved on December 15, 2025;

WHEREAS, all public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this Agreement have been held and/or taken;

WHEREAS, upon approval of this Agreement, it is the intent and desire of the Parties that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement; and,

WHEREAS, the Parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties, and obligations herein set forth.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Development Permitted by this Agreement. This Agreement shall vest the right to develop the Property, as described on Exhibit A, with respect to the approval of the Applications (the "**Approval**"), as restricted by those certain conditions of approval identified on **Exhibit B** attached hereto and made a part hereof (the "**Conditions**"). Development shall be substantially consistent with those certain specifications and terms identified on **Exhibit C**, attached hereto and made a part hereof.

2. Recordation. The County shall record this Agreement, including all of the exhibits attached hereto, and submit proof of such recording to the Developer.

3. Effective Date. This Agreement will be effective upon recordation.

4. Development to be Consistent with the Approvals and this Agreement. Development of a portion of the Property substantially inconsistent with this Agreement and the Written Decision, as determined by the County Planning Director, without formal modification of the Approvals or the Concept Plan pursuant to the requirements of the Valley County Code, and/or amendment of this Agreement, shall result in a default of this Agreement by the Developer in connection with such specific portion of the Property, subject to the cure provisions of Section 6, below.

5. Default. In the event the Developer, its heirs, successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be modified or terminated by the Board after consultation with and with written notice to the Developer and upon compliance with the requirements of Valley County Code and the notice and cure provisions set forth below.

6. Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by either the County or the Developer, or by any successor or successors in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein.

a. In the event of a material breach of this Agreement, the Parties agree that the County and the Developer shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, that in the case of any such default that cannot with diligence be cured within such thirty (30) day period, if the defaulting Party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

b. Further approvals, such as building permits will not be issued or recordation of plats, until the breach of this Agreement is remedied.

c. In the event the performance of any covenant to be performed hereunder by either the County or the Developer is delayed for causes which are beyond the reasonable control of the Party responsible for such performance, which shall include, without limitation, natural disasters, pandemics, changes in the law, emergency orders, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties shall be in writing and be deemed properly served or delivered, if delivered by hand to the Party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, addressed as follows:

To the County:

Valley County
c/o Director, Planning & Zoning Department
PO Box 1350
700 South Main St.
Cascade, Idaho 83611

To the Developer:

Mark Young
Greater Good Investments LLC
1479 Mace RD
Eagle ID 83616

or at such other address, or to such other Party which any Party entitled to receive notice hereunder designates to the other in writing as provided above.

8. Attorneys' Fees. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall survive any default, termination, or forfeiture of this Agreement.

9. Time is of the Essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

10. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives, including the County's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.

11. Final Agreement; Modification. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the Developer and the County, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of the County.

a. This Agreement shall not preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the County and the Developer shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law while still allowing the project to proceed substantially in accordance with the Written Decision. The Developer shall prepare and process the necessary amendment or amendments to this Agreement reasonably required in order to complete the development of the Property in accordance with the Written Decision.

12. Invalid Provisions. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held invalid which the Developer deems essential to its development of the Property, the Developer may, at its sole discretion, declare this entire Agreement null and void of no force and effect and thereby relieve all Parties from any obligations hereunder.

13. No Agency, Joint Venture or Partnership. The County and the Developer hereby agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the County and the Developer joint venturers or partners.

14. Construction. This Agreement has been reviewed and revised by legal counsel for both the County and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

15. Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, Valley County, State of Idaho.

[*end of text; signatures on following page*]

IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year last written below, the same being done after public hearing, notice and statutory requirements having been fulfilled.

THE COUNTY:

VALLEY COUNTY, IDAHO,

By: _____
Sherry Maupin, County Commissioner

Dated: 5-18-26

By: _____
Katlin Caldwell, County Commissioner

Dated: 5/18/26

By: _____
Neal Thompson, County Commissioner

Dated: 5-18-2026

ATTEST:

By: _____
Gabrielle Knapp, Ex-Officio County Clerk

Dated: 5/18/26

STATE OF IDAHO)
) ss.
County of Valley)

On this 18 day of May 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Katlin Caldwell, Sherry Maupin, and Neal Thompson, known or identified to me to be the Board of County Commissioners and EX-OFFICIO COUNTY CLERK of VALLEY COUNTY, the body politic of the State of Idaho that executed the instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic 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.

TAMMY J ANGIER
Comm No. 20210702
NOTARY PUBLIC
Expires: 02/16/2027
STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Donnelly, ID
My commission expires: 2/16/2027

THE DEVELOPER:

By: _____
Mark Young
Greater Good Investments

Dated: May 18, 2026

STATE OF IDAHO)
) ss.
County of Valley)

On this 18 day of May 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or identified to me to be Mark Young, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company 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.

TAMMY J ANGIER
Comm. No. 20210703
NOTARY PUBLIC
Expires: 02/16/2027
STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Donnelly, ID
My commission expires: 2/16/2027

EXHIBITS:

Exhibit A:	Legal Description of the Property
Exhibit B:	Conditions of Zoning Approval
Exhibit C:	Off-Site Road Improvement and Development Agreement Conditions

[notary acknowledgments on following page]

EXHIBIT A
Legal Description of the Property

Eld Ranch Estates
55 ACRES (approximately)

The South half of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho.

Excepting Therefrom:
Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 16 North, Range 4East, Boise Meridian, Valley County, Idaho, thence East 330 feet to a point, the True Point of Beginning; thence South 660 feet; thence East 660 feet; thence North 660 feet; thence West 660 feet to the Point of Beginning.

Excepting Therefrom:
That portion of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian in Valley County, Idaho, described as follows, to-wit: Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 19; thence South on the West line of the Southeast quarter, 660 feet to a point; thence East 330 feet to a point; thence North 660 feet to a point in the North line of said Southwest quarter of the Southeast quarter; thence West 330 feet along the said North line of the Southwest quarter of the Southeast quarter to the Point of Beginning.

Excepting Therefrom:
Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 16 North, Range 4East, Boise Meridian, Valley County, Idaho; thence South 660 feet along the quarter section line to a point thereon, the Real Point of Beginning; thence East 1320 feet, more or less, to a point on the North-South quarter-quarter section line; thence South in such line 330 feet to a point; thence West 1320 feet, more or less, to a point in the quarter section line which lies 330 feet from the point of beginning; thence North 330 feet to the Point of Beginning.

Excepting Therefrom:
A parcel of land situate in the Southeast quarter of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, more particularly described as follows: Commencing at a brass cap marking the corner common to Sections 19, 20, 29 and 30, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho; thence North 00°04'35" West, 1,332.32 feet to a 5/8-inch rebar marking the South 1/16Corner, common to said Sections 19 and 20: thence North 89°59'27" West, 610.72 feet along the northerly boundary of said Southeast quarter of the Southeast quarter to a 1/2-inch x 24-inch rebar, the Real Point of Beginning;

Thence, South 16°55'13" West, 364.64 feet to a 1/2-inch x 24-inch rebar;
Thence, North 67°53'28" West, 35.29 feet to a1/2-inch x 24-inch rebar;
Thence, North 33°08'48" West, 109.91 feet to a1/2-inch x 24-inch rebar;
Thence, North 00°00'32" East, 243.58 feet to a1/2-inch x 24-inch rebar on said northerly boundary of the Southeast quarter of the Southeast quarter;
Thence, South 89°59'27" East, 198.88 feet, to the Point of Beginning.

EXHIBIT B
Conditions of CUP 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. A Development Agreement will be required for mitigation of off-site impacts. The applicant shall work with the Valley County Road Director and Planning and Zoning Director on an agreement for off-site infrastructure improvements that will be approved by the Board of County Commissioners. The development agreement shall address the Applicant's proportionate share of road maintenance mitigation measures, including dedication of right-of-way, dust abatement on gravel roads impacted by this Application, and/or signage.

5. 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. The Valley County Engineer shall confirm there is adequate snow storage.

6. Prior to final plat, the Applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed. Applicant's engineer shall also confirm all utilities were placed according to the approved plans.

7. The final plat shall be recorded within two years, or this permit will be null and void.

8. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.

9. A letter of approval is required from Donnelly Fire District.

10. The location of the water storage tank for emergency response must be noted on the final plat.

11. Wetlands and floodplains shall be marked as no-build areas on the final plat; a delineation of wetlands is required.

12. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.

13. All easements shall be shown on the final plat.

14. A deed from the applicant to Valley County shall be prepared for the transfer of road right-of-way along Gold Fork Road.

15. A private road declaration shall be recorded with the final plat identifying maintenance on the public road.

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

17. 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.

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

19. 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.

20. 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.

21. 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.
22. Recommend cattle grazing occurs on area not developed or that the grass be harvested to reduce fuel load.

23. Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director. The plan shall be recorded and noted on the face of the plat.

24. Recommend minimal tree removal on southern border of Phase 1.

25. Must add a monitoring well for data collection by Department of Environmental Quality.
Lot 20, between Gold Fork RD and the river, cannot be a buildable lot.

EXHIBIT C

Development Agreement - Conditions

1. **Compliance with Plans.** Substantial compliance with plans and specifications submitted to and on file in the Planning and Zoning Department received May 27, 2025, except as expressly modified herein or pursuant to application to the County.

2. **Infrastructure**.

    a. Sewer and Water. Individual septic tanks and individual wells.

    b. Access . This site fronts on Gold Fork RD, a public road. Lots are accessed from an internal private road in a public right-of-way that will be validated as such (name unknown).

    c. Design. Twenty lot single family residential subdivision.

    d. Parking. Parking occurs only within a designated area on the Property and not on adjoining public roads.

3. **Stormwater Management and Drainage**. Stormwater management and drainage shall be provided in accordance with the grading and drainage plans as approved by the Valley County Engineer. Any property affected by jurisdictional wetlands shall require application and approval by the U.S. Army Corps of Engineers.

4. **Phasing Plan**. The project is the first phase of a multi-phase project. The current application and this development agreement are only for the first phase. This approval gives no entitlement to future phases.

5. **Fire Department**. Will have approval of the Donnelly Rural Fire District.

6. **Amendment**. No changes or amendments to this Agreement shall be permitted unless specifically agreed in writing by Developer and the County in accordance with then-applicable County ordinance requirements.

7. **Traffic Mitigation.** The following mitigation will occur to alleviate the impacts to the county road system:

ROAD DEVELOPMENT AGREEMENT

Eld Ranch Estates (SUB 25-013)

I. Off-Site Road Improvement Agreement

A. Greater Good Investments LLC shall dedicate sufficient real property adjacent to Gold Fork Road to Valley County for additional right-of-way. The dedication of real property for right-of-way shall measure thirty-five (35) feet from the center of Gold Fork Road. Prior to recordation of the final plat, Greater Good Investments LLC shall record a warranty deed with the appropriate legal description of the dedicated right-of-way with the Valley County Clerk. Prior to recordation, the deed shall be reviewed and approved by the Valley County Planning and Zoning Director. Greater Good Investments LLC shall receive credit toward its proportional roadway participation obligation in the sum of nineteen thousand six hundred sixty-two dollars ($19,662), calculated based on approximately 0.7022 acres of dedicated right-of-way at $28,000 per acre, the sufficiency of which is hereby acknowledged.

B. The Valley County Public Works Engineer has evaluated the off-site roadway impacts of SUB 25-013 consistent with Resolution 2025-06 Development Agreement Policy, Resolution 2025-12 Development Agreement Cost Estimates, the Board's Findings of Fact, Conclusions of Law and Decision for SUB 25-013, and the applicable Valley County Development Agreement Cost Estimates for the Valley County Road System. After reviewing the traffic the Project is expected to generate and the current and future capacity of nearby roads, Valley County determined a planning-level proportional roadway participation estimate of one hundred twenty-two thousand eighty dollars ($122,080). Gold Fork Road is the roadway most directly impacted by the Project, and Barker Lane and Davis Creek Lane are additional public roads identified in the Board record. After application of the right-of-way dedication credit described above, the remaining planning-level roadway participation amount is one hundred two thousand four hundred eighteen dollars ($102,418), to be satisfied through this Development Agreement by cash payment or Board-approved in-kind work.

Greater Good Investments LLC shall satisfy the remaining roadway participation obligation through one of the two options below. The amounts stated above are planning-level estimates subject to Development Agreement negotiation and Board approval and may be satisfied by cash payment or approved in-kind work. This Agreement applies only to SUB 25-013 as approved and does not establish roadway participation obligations for future phases or materially revised development. The selected option becomes binding upon recordation of this Development Agreement:

Application of the Development Agreement Cost Estimates. The parties acknowledge that the applicable Valley County Development Agreement Cost Estimates for the Valley County Road System are the basis for determining Greater Good Investments LLC's proportional roadway participation obligation for the Project. Greater Good Investments LLC's proportional roadway participation obligation may be satisfied by cash payment to Valley County or by Board-approved in-kind work as provided in this Agreement and may be satisfied prior to platting or in conjunction with platting, as determined by Valley County through the development review and approval process. The administration, use, and timing of expenditure of any cash contribution paid to Valley County shall be governed by applicable County resolutions, policies, and procedures, as adopted or amended.

(1) Option 1: Make a cash payment to Valley County representing the Project's proportionate share of the off-site public roadway improvements required to mitigate the impacts of SUB 25-013. The proportional roadway participation amount has been determined to be one hundred twenty-two thousand eighty dollars ($122,080), less nineteen thousand six hundred sixty-two dollars ($19,662) for right-of-way dedication. The remaining off-site roadway participation contribution is one hundred two thousand four hundred eighteen dollars ($102,418). Payment is due on or before December 31, 2026. Within thirty (30)

days of recordation of this Development Agreement, Greater Good Investments LLC shall provide financial assurances sufficient to ensure that funds are available to complete the mitigation project. The form and sufficiency of the financial assurances offered by Greater Good Investments LLC must be approved by the Valley County Road Director or Board of County Commissioners. All cash payments made to Valley County shall be used by Valley County for off-site roadway mitigation associated with SUB 25-013, including Gold Fork Road improvements and any Board-approved related mitigation on Barker Lane or Davis Creek Lane. Funds shall be expended by Valley County within two (2) years from the date of payment by Greater Good Investments LLC.

Option #1 election: NOT Chosen

Greater Good Investments LLC

(2) Option 2: In lieu of the cash contribution described in Option 1, Greater Good Investments LLC shall provide Board-approved in-kind services for off-site roadway mitigation associated with SUB 25-013 as detailed below. The parties agree that the value of the in-kind services shall be credited toward the proportional roadway participation amount established by this Development Agreement and that, upon successful completion of the mitigation project described in Option 2, Greater Good Investments LLC shall have satisfied all off-site roadway participation obligations required by this Development Agreement to the extent of the approved value of such work. All in-kind construction shall be completed by passing final inspection by the Valley County Road and Bridge Department by December 31, 2027. Greater Good Investments LLC assumes all risks associated with increased engineering, construction, labor, material, permitting, and administrative costs and waives any right to reimbursement from Valley County for costs exceeding the cash contribution described in Option 1.

- May include Gold Fork Road frontage and right-of-way work, including but not limited to tree removals, culvert, grading and drainage work establishing roadway crown and roadside ditch in compliance with Valley County minimum standards for public road construction, dust-abatement measures, required signage, and approved Barker Lane or Davis Creek Lane mitigation. All work in County right-of-way requires a construction permit application submitted for review and approval, with all requirements listed in the application met prior to the onset of construction activities.

Before commencement of any design or construction for improvements within Valley County right-of-way, Greater Good Investments LLC shall retain, at its sole cost, an Idaho licensed professional engineer or qualified engineering firm to prepare all plans, specifications, estimates, and supporting materials required by Valley County for review of the proposed improvements. All engineering and design work shall be completed in accordance with Valley County standards and nationally accepted engineering guidelines and practices applicable to the improvements.

Any work within Valley County right-of-way shall also require Greater Good Investments LLC to complete and obtain approval of Valley County's Application for Permit to Perform Work Within County Right-of-Way and any associated Construction in Right-of-Way Permit, and all such work shall be performed in accordance with the permit conditions and all applicable County, state, and federal requirements.

All construction and mitigation work is subject to Valley County inspection and must conform to County standards and the scope approved by Valley County.

Option #2 election: [signature]

Greater Good Investments LLC

Instrument # 2026-002609
Valley County, Cascade, Idaho
06/01/2026 04:02:10 PM No. of Pages: 10
Recorded for: FIDELITY NATIONAL TITLE - BOISE
Gabrielle Knapp Fee: $37.00
Deputy Minwards
Electronically Recorded

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

When recorded return to:

Exceed Legal PLLC
Attn: Erik Bolinder
421 S. 8th Street
Boise, Idaho 83702

EASEMENT AGREEMENT
(Temporary Hammerhead Turnaround)

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of June, 2026 (the "Effective Date"), by and between:

GRANTOR:
Eld Ranch Investments, an Idaho limited liability company, whose mailing address is 6700 N Linder RD STE 156 PMB243, Meridian ID 83646 (hereinafter referred to as "Grantor"); and

GRANTEE:
Greater Good Investments, an Idaho limited liability company (in support of Eld Rance Estates subdivision), whose mailing address is 1479 Mace Rd, Eagle, ID 83616; (hereinafter referred to as "Grantee").

RECITALS

A. Grantor owns certain real property adjacent to the Subdivision Property (Property Tax ID RP16N04E204805), more particularly described on Exhibit B attached hereto and made a part hereof (the "Adjacent Property").

B. Grantee is purchasing from Grantor a certain parcel of real property located in Valley County, Idaho (Property Tax ID RP16N04E199006), more particularly described on Exhibit A attached hereto and made a part hereof (the "Subdivision Property").

C. Grantee intends to develop the Subdivision Property as a residential subdivision and to construct a new private road (to be dedicated as a county road in the future), together with associated right-of-way, within the Subdivision Property (the "New Road").

D. Grantee requires permanent, non-exclusive access over and across the New Road area located on Adjacent Property in order to construct a fire apparatus turnaround and temporary emergency access space. This will be a temporary easement to be abandoned at continuation of next phase.

E. Grantor is willing to grant such access easement to Grantee on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals above as if fully set forth below, the parties agree as follows:

1. **Grant of Easement.**
   Grantor hereby grants, bargains, sells, and conveys to Grantee, and to Grantee's successors and assigns, a perpetual, non-exclusive easement for constructing ingress and egress (the "Easement") over, across, and upon that portion of the Subdivision Property designated as the right-of-way for the New Road, as more particularly described and depicted on the plat or survey attached hereto as Exhibit C (the "Easement Area"). The rights granted herein to Grantee shall become effective upon completion of construction of the New Road, but in no event later than November 1, 2026.

2. **Purpose and Description of Easement Area.**
   The Easement Area consists of the road access strip and the hammerhead turnaround configuration illustrated on Exhibit C. Grantee shall have the right to improve the area with pavement, base material, drainage, signage, and any other improvements reasonably necessary for safe vehicular use consistent with the diagram.

3. **Non-Exclusive Use & Rights Granted.**
   The Easement is non-exclusive. Grantor reserves the right to use the Easement Area for all purposes not inconsistent with Grantee's rights hereunder, including use by subdivision residents, visitors, utility providers, and the general public if the connected New Road is dedicated to public use. Grantee may install gates, signage, or traffic-control devices provided they do not unreasonably interfere with Grantor's access. The easement includes the right of Grantee, its agents, invitees, licensees, guests, and emergency vehicles to pass and repass over the Easement Area by foot or vehicle at all times. Grantee may maintain, repair, and replace improvements within the Easement Area.

4. **Agricultural / Ranch Access Rights**
   Grantor reserves the continued right to agricultural and ranch use of the retained property, including but not limited to cattle movement, ranch equipment, trailers, fencing, gates, maintenance access, irrigation access, and general agricultural operations.

5. **Agricultural Protection**
   No provision of this easement or any future HOA rules or subdivision restrictions shall unreasonably interfere with normal agricultural or ranch operations occurring on the retained property, including livestock, ranch traffic, dust, noise, fencing, or equipment use.

6. **Maintenance and Repair.**
   Grantee (or its successors, including any homeowners' association established for the subdivision) shall be responsible for maintaining the New Road and the Easement Area in a condition reasonably suitable for vehicular and pedestrian use. Grantor shall have no obligation to but shall promptly notify Grantee of any damage caused by Grantor's use and shall be responsible for the cost of repairing any such damage attributable to Grantor's negligence.

7. No Interference.
Grantor shall not obstruct, damage, or interfere with the use of the New Road by Grantee or others entitled to use it. Grantor shall comply with all reasonable rules and regulations established by Grantor or the subdivision homeowners' association regarding use of the road.

8. Duration and Appurtenance.
The Easement shall be perpetual and shall run with the land. It is appurtenant to the Adjacent Property and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns.

9. Covenants Running with the Land.
The covenants, conditions, and agreements contained in this Agreement shall be deemed covenants running with the land and shall bind and benefit the Subdivision Property and the Adjacent Property and all future owners thereof.

10. Remedies.
In the event of a breach hereunder by either Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.

11. Recording.
This Agreement shall be recorded in the Official Records of Valley County, Idaho, at Grantee's expense. Grantor agrees to execute and deliver any additional documents reasonably required to effectuate such recording. All easement routes, widths, permitted uses, and locations shall be clearly defined within the final recorded exhibits and surveys prior to recording.

12. Authority.
The persons executing this Agreement do hereby certify by execution hereof, that said persons have been duly authorized to execute this Agreement.

13. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflict-of-laws principles.

14. Entire Agreement; Amendments.
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendment must be in writing and signed by both parties.

15. Severability.
If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

16. Counterparts and Electronic Signatures.
This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic or facsimile signatures shall be binding as originals.

[end of text; signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

GRANTOR:
Eld Ranch Investments, LLC

By: Michelle Eld Lowen
Name: Michelle Eld Lowen
Title: Trustee

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1 day of June 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or identified to me to be Michelle Eld Lowen, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company 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.

Notary Public for
Residing at Meridian ID
My commission expires:

CRISTY CHANEY
Commission #67826
Notary Public
State of Idaho
My Commission Expires: 05/31/28

GRANTEE:
Greater Good Investments, LLC

By: _____
Name: Mark Young
Title: Managing Member

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1 day of June 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or identified to me to be Mark Young, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company 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.

_____
Notary Public for _____
Residing at Meridian ID
My commission expires: _____

CRISTY CHANEY
Commission #67826
Notary Public
State of Idaho
My Commission Expires: 05/31/28

EXHIBIT A – Legal Description of Subdivision Property
EXHIBIT B – Legal Description of Adjacent Property
EXHIBIT C – Description / Plat of Road Hammerhead Turnaround Area

EXHIBIT A

Legal Description of the Property

(The Subdivision "Eld Ranch Estates")

The South half of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho.

Excepting Therefrom:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 16 North, Range 4East, Boise Meridian, Valley County, Idaho, thence East 330 feet to a point, the True Point of Beginning; thence South 660 feet; thence East 660 feet; thence North 660 feet; thence West 660 feet to the Point of Beginning.

Excepting Therefrom:

That portion of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian in Valley County, Idaho, described as follows, to-wit:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 19; thence South on the West line of the Southeast quarter, 660 feet to a point; thence East 330 feet to a point; thence North 660 feet to a point in the North line of said Southwest quarter of the Southeast quarter; thence West 330 feet along the said North line of the Southwest quarter of the Southeast quarter to the Point of Beginning.

Excepting Therefrom:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 16 North, Range 4East, Boise Meridian, Valley County, Idaho; thence South 660 feet along the quarter section line to a point thereon, the Real Point of Beginning; thence East 1320 feet, more or less, to a point on the North-South quarter-quarter section line; thence South in such line 330 feet to a point; thence West 1320 feet, more or less, to a point in the quarter section line which lies 330 feet from the point of beginning; thence North 330 feet to the Point of Beginning.

Excepting Therefrom:

A parcel of land situated in the Southeast quarter of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 19, 20, 29 and 30, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho; thence North 00°04'35" West, 1,332.32 feet to a 5/8-inch rebar marking the South 1/16 Corner, common to said Sections 19 and 20: thence North 89°59'27" West, 610.72 feet along the northerly boundary of said Southeast quarter of the Southeast quarter to a 1/2-inch x 24-inch rebar, the Real Point of Beginning;

Thence, South 16°55'13" West, 364.64 feet to a 1/2-inch x 24-inch rebar;
Thence, North 67°53'28" West, 35.29 feet to a1/2-inch x 24-inch rebar;

Thence, North 33°08'48" West, 109.91 feet to a1/2-inch x 24-inch rebar;
Thence, North 00°00'32" East, 243.58 feet to a1/2-inch x 24-inch rebar on said northerly boundary of the
Southeast quarter of the Southeast quarter;
Thence, South 89°59'27" East, 198.88 feet, to the Point of Beginning.

Excepting Therefrom:

A parcel of land situated in the SE¼ of the SE¼ of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at a 5/8" rebar marking the South 1/16th corner common to Sections 19 and 20, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, as shown on that particular Record of Survey recorded as Instrument No. 221526, in Book 5, Page 436 of Surveys, in the Office of the Recorder, Valley County, Idaho; thence North 89°40'18" West, 610.53 feet along the northerly boundary of said Southeast Quarter of the Southeast Quarter to a 1/2" rebar, the REAL POINT OF BEGINNING;

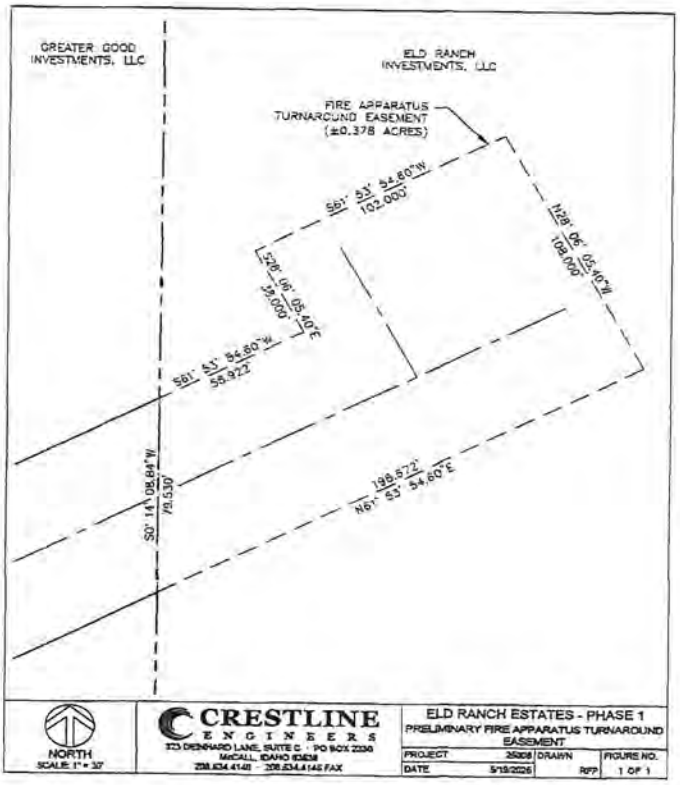
Thence, South 8°36'16" West, 177.62 feet, to a 5/8" rebar;
Thence, South 25°16'10" West, 190.90 feet, to a 1/2" rebar;
Thence, North 17°14'22" East, 364.64 feet, to the Point of Beginning

EXHIBIT B
Legal Description of the Property
(Adjacent Property)

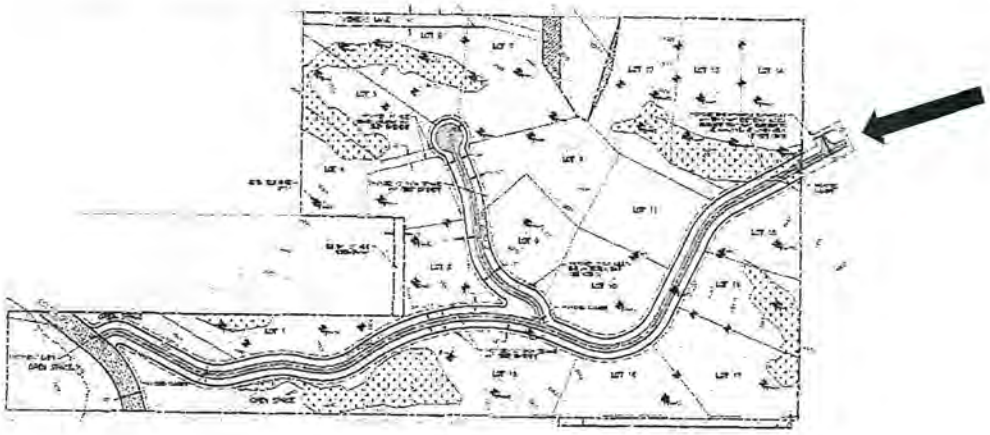
240 Acres
SW1/4 and W1/2 SE1/4, Section 20, T16N, R4E, B.M., Valley County, Idaho

EXHIBIT C
(Description / Plat of Easement Area)

Temporary Hammerhead Turn Around Area: Located 445.59 ft along a bearing of S0°14'08.84"W from the Northeast corner.



Subdivision Area:



Instrument # 2026-002608
Valley County, Cascade, Idaho
06/01/2026 04:02:10 PM No. of Pages: 9
Recorded for: FIDELITY NATIONAL TITLE - BOISE
Gabrielle Knapp Fee: $34.00
Deputy Minwards
Electronically Recorded

When recorded return to:

Exceed Legal PLLC
Attn: Erik Bolinder
421 S. 8th Street
Boise, Idaho 83702

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

EASEMENT AGREEMENT
(Agricultural / Ranch Access to Eld Ranch Estates Road)

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of June, 2026 (the "Effective Date"), by and between:

GRANTOR:
Greater Good Investments, an Idaho limited liability company, whose mailing address is 1479 Mace Rd, Eagle, ID 83616 (hereinafter referred to as "Grantor"); and

GRANTEE:
Eld Ranch Investments, an Idaho limited liability company, whose mailing address is 6700 N Linder RD STE 156 PMB243, Meridian ID 83646 (hereinafter referred to as "Grantee").

RECITALS

A. Grantor is purchasing from Grantee a certain parcel of real property located in Valley County, Idaho (Property Tax ID RP16N04E199006), more particularly described on Exhibit A attached hereto and made a part hereof (the "Subdivision Property").

B. Grantee is retaining ownership of certain real property adjacent to the Subdivision Property (Property Tax ID RP16N04E204805), more particularly described on Exhibit B attached hereto and made a part hereof (the "Adjacent Property").

C. Grantor intends to develop the Subdivision Property as a residential subdivision and to construct a new private road (to be dedicated as a county road in the future), together with associated right-of-way, within the Subdivision Property (the "New Road").

D. Grantee requires permanent, non-exclusive access over and across the New Road in order to reach the Adjacent Property from the existing public roadway.

E. Grantor is willing to grant such access easement to Grantee on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and incorporating the recitals above as if fully set forth below, the parties agree as follows:

1. **Grant of Easement.**
Grantor hereby grants, bargains, sells, and conveys to Grantee, and to Grantee's successors and assigns, a perpetual, non-exclusive easement for ingress and egress (the "Easement") over, across, and upon that portion of the Subdivision Property designated as the right-of-way for the New Road, as more particularly described and depicted on the plat or survey attached hereto as Exhibit C (the "Easement Area"). All rights granted to Grantee herein shall become effective upon completion of construction of the New Road, but in no event later than November 1, 2026.

2. **Purpose and Scope.**
The Easement is granted solely for the purpose of allowing Grantee, its successors, assigns, tenants, invitees, licensees, agents, and employees to travel by foot or by vehicle (including trucks and construction equipment) over the New Road to access the Adjacent Property. The Easement does not include the right to park, store materials, or conduct any other activity within the Easement Area except as reasonably necessary for ingress and egress.

3. **Non-Exclusive Use.**
The Easement is non-exclusive. Grantor reserves the right to use the Easement Area for all purposes not inconsistent with Grantee's rights hereunder, including use by subdivision residents, visitors, utility providers, and the general public if the New Road is dedicated to public use. Grantor may install gates, signage, or traffic-control devices provided they do not unreasonably interfere with Grantee's access.

4. **Maintenance and Repair.**
Grantor (or its successors, including any homeowners' association established for the subdivision) shall be responsible for maintaining the New Road and the Easement Area in a condition reasonably suitable for vehicular and pedestrian use. Grantee shall have no obligation to maintain or repair the Easement Area but shall promptly notify Grantor of any damage caused by Grantee's use and shall be responsible for the cost of repairing any such damage attributable to Grantee's negligence. If maintenance or repairs become necessary, the Grantee may be required to contribute to the costs of such maintenance or repairs, specifically in the event that the road is used by parties other than the Grantee.

5. **No Interference.**
Grantee shall not obstruct, damage, or interfere with the use of the New Road by Grantor or others entitled to use it. Grantee shall comply with all reasonable rules and regulations established by Grantor or the subdivision homeowners' association regarding use of the road.

6. **Duration and Appurtenance.**
The Easement shall be perpetual and shall run with the land. It is appurtenant to the Adjacent Property and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns.

7. Covenants Running with the Land.
The covenants, conditions, and agreements contained in this Agreement shall be deemed covenants running with the land and shall bind and benefit the Subdivision Property and the Adjacent Property and all future owners thereof.

8. Remedies.
In the event of a breach hereunder by either Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.

9. Recording.
This Agreement shall be recorded in the Official Records of Valley County, Idaho, at Grantee's expense. Grantor agrees to execute and deliver any additional documents reasonably required to effectuate such recording.

10. Authority.
The persons executing this Agreement do hereby certify by execution hereof, that said persons have been duly authorized to execute this Agreement.

11. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflict-of-laws principles.

12. Entire Agreement; Amendments.
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendment must be in writing and signed by both parties.

13. Severability.
If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

14. Counterparts and Electronic Signatures.
This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic or facsimile signatures shall be binding as originals.

[end of text; signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

GRANTOR:
Greater Good Investments, LLC

By: _____
Name: Mark Young
Title: Managing Member

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1 day of June 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or identified to me to be Mark Young, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company 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.

_____
Notary Public for _____
Residing at Meridian ID
My commission expires: _____

CRISTY CHANEY
Commission #67626
Notary Public
State of Idaho
My Commission Expires: 05/31/28

GRANTEE:
Eld Ranch Investments, LLC

By: Michelle Eld Lowen
Name: Michelle Eld Lowen
Title: Manager

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1 day of June 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or identified to me to be Michelle Eld Lowen, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company 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.

CRISTY CHANEY
Commission #67826
Notary Public
State of Idaho
My Commission Expires: 05/31/28

Notary Public for _____
Residing at Meridian ID
My commission expires: _____

EXHIBIT A – Legal Description of Subdivision Property
EXHIBIT B – Legal Description of Adjacent Property
EXHIBIT C – Description / Plat of Easement Area (New Road Right-of-Way)

EXHIBIT A

Legal Description of the Property

(The Subdivision "Eld Ranch Estates")

The South half of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho.

Excepting Therefrom:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 16 North, Range 4East, Boise Meridian, Valley County, Idaho, thence East 330 feet to a point, the True Point of Beginning; thence South 660 feet; thence East 660 feet; thence North 660 feet; thence West 660 feet to the Point of Beginning.

Excepting Therefrom:

That portion of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian in Valley County, Idaho, described as follows, to-wit:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 19; thence South on the West line of the Southeast quarter, 660 feet to a point; thence East 330 feet to a point; thence North 660 feet to a point in the North line of said Southwest quarter of the Southeast quarter; thence West 330 feet along the said North line of the Southwest quarter of the Southeast quarter to the Point of Beginning.

Excepting Therefrom:

Beginning at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 19, Township 16 North, Range 4East, Boise Meridian, Valley County, Idaho; thence South 660 feet along the quarter section line to a point thereon, the Real Point of Beginning; thence East 1320 feet, more or less, to a point on the North-South quarter-quarter section line; thence South in such line 330 feet to a point; thence West 1320 feet, more or less, to a point in the quarter section line which lies 330 feet from the point of beginning; thence North 330 feet to the Point of Beginning.

Excepting Therefrom:

A parcel of land situated in the Southeast quarter of the Southeast quarter of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 19, 20, 29 and 30, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho; thence North 00°04'35" West, 1,332.32 feet to a 5/8-inch rebar marking the South 1/16 Corner, common to said Sections 19 and 20: thence North 89°59'27" West, 610.72 feet along the northerly boundary of said Southeast quarter of the Southeast quarter to a 1/2-inch x 24-inch rebar, the Real Point of Beginning;

Thence, South 16°55'13" West, 364.64 feet to a 1/2-inch x 24-inch rebar;

Thence, North 67°53'28" West, 35.29 feet to a1/2-inch x 24-inch rebar;
Thence, North 33°08'48" West, 109.91 feet to a1/2-inch x 24-inch rebar;
Thence, North 00°00'32" East, 243.58 feet to a1/2-inch x 24-inch rebar on said northerly boundary of the Southeast quarter of the Southeast quarter;
Thence, South 89°59'27" East, 198.88 feet, to the Point of Beginning.

Excepting Therefrom:

A parcel of land situated in the SE¼ of the SE¼ of Section 19, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Commencing at a 5/8" rebar marking the South 1/16th corner common to Sections 19 and 20, Township 16 North, Range 4 East, Boise Meridian, Valley County, Idaho, as shown on that particular Record of Survey recorded as Instrument No. 221526, in Book 5, Page 436 of Surveys, in the Office of the Recorder, Valley County, Idaho; thence North 89°40'18" West, 610.53 feet along the northerly boundary of said Southeast Quarter of the Southeast Quarter to a 1/2" rebar, the REAL POINT OF BEGINNING;

Thence, South 8°36'16" West, 177.62 feet, to a 5/8" rebar;
Thence, South 25°16'10" West, 190.90 feet, to a 1/2" rebar;
Thence, North 17°14'22" East, 364.64 feet, to the Point of Beginning

EXHIBIT B
Legal Description of the Property
(Adjacent Property)

240 Acres
SW1/4 and W1/2 SE1/4, Section 20, T16N, R4E, B.M., Valley County, Idaho

EXHIBIT C
(Description / Plat of Easement Area)

Grantee is provided the right to use and travel across the main road from the entrance (Point A below) off of Gold Fork Road to the exit on the Grantee's adjacent property (Point B below).

B

A

