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November 5, 2026

Valley County Planning and Zoning Commission
c/o Cynda Herrick, Planning Director
219 N. Main Street
P.O. Box 1350
Cascade, Idaho 83611

Re: Concept Plan for Red Ridge Planned Unit Development – Fish Lake Road Easements and Road Maintenance Obligations

Dear Commissioners:

Our firm represents DF Development, LLC ("DF Development"), the developer of the proposed Red Ridge Planned Unit Development ("Red Ridge"). We submit this letter to clarify the nature and extent of certain easement rights and obligations affecting Fish Lake Road, including DF Development's right to use Fish Lake Road for emergency access to Red Ridge, its obligations concerning the maintenance of Fish Lake Road, and its right to improve Fish Lake Road. We also wish to correct certain inaccurate statements made during previous public testimony before the Planning and Zoning Commission concerning DF Development's contributions toward the maintenance of Fish Lake Road.

The easement rights and obligations discussed in this letter arise under that certain Easement recorded in the real property records of Adams County, Idaho, on October 28, 1992, as Instrument No. 83047 (the "Easement"), a copy of which is included with this letter. Five points warrant clarification.

1. The Easement Establishes Two Separate 70-Foot-Wide Easements.

The Easement grants two distinct easements affecting and serving real property now owned by DF Development and Fish Lake Road Meadows LLC ("Fish Lake Road Meadows"):

- **Fish Lake Road Easement (*see* Easement Exhibit B).** The first easement is a 70-foot-wide easement that generally follows the existing alignment of Fish Lake Road across property owned by Fish Lake Road Meadows (Adams County Parcel No. RP18N02E027201). This easement provides access from DF Development's property (Adams County Parcel No. RP18N02E027950) to the roads owned by King's Pine Estates III (Adams County Parcel No. RP001340020990), which, in turn, provide access to Valley County's public road system.

- **Boundary Easement (*see* Easement Exhibit A).** The second easement is a separate 70-foot-wide easement, extending 35 feet on each side of the centerline legally described in Exhibit A to the Easement. This easement generally follows the common boundary between DF Development's property (Adams County Parcel No. RP18N02E027950) and Fish Lake Road Meadows' property (Adams County Parcel No. RP18N02E027201). The Easement establishes reciprocal rights across this 70-foot-wide corridor, with each property owner having granted easement rights over the 35-foot portion situated on its respective side of the described centerline.

The easements are depicted in the following aerial image, with the Fish Lake Road Easement shown in green and the Boundary Easement shown in pale pink:



Both easements are perpetual and nonexclusive and were established for the benefit of the respective properties and their owners and successors and assigns.

2. **The Easement Expressly Authorizes Third-Party Use of the Roads.**

The Easement expressly authorizes each easement beneficiary to permit others to use the roads within the easement corridors. Specifically, the Easement provides:

> "Either party may permit third parties to exercise the rights of said party under the easements to the extent such use by third parties is consistent with and limited to the purposes for which the easements have been granted and provided that such third party shall comply with all terms and conditions of the easements."

Accordingly, the rights established by the Easement are not limited to the personal use of DF Development or Fish Lake Road Meadows. Rather, each beneficiary may authorize third parties to use the easements, subject to the purposes, terms, and conditions of the Easement.

Therefore, the Easement authorizes DF Development's use of Fish Lake Road for emergency ingress and egress associated with Red Ridge, including emergency use by emergency responders and other authorized persons.

3. **Road Maintenance Costs Are Allocated Pro Rata Based on Actual Usage.**

The Easement expressly addresses the parties' respective obligations to maintain the roads within the easement corridors. Importantly, it does not require the easement beneficiaries to divide maintenance expenses equally or to reimburse one another for one-half of all maintenance expenditures. Instead, the Easement provides:

> "The costs of road maintenance shall be allocated on the basis of the respective users of the road…"

The Easement further provides that, during periods when either party uses the road or permits others to use it, that party must perform or contribute its respective share of the maintenance occasioned by such use. Thus, each easement beneficiary's maintenance obligation is proportional to the amount of road usage attributable to that beneficiary and the third parties it authorizes to use the road. The Easement does not impose an automatic 50/50 allocation of maintenance costs, regardless of the parties' respective usage.

Additionally, the Easement separately requires a party to repair, at its sole expense, damage caused by that party or its authorized users that exceeds ordinary wear and tear addressed through normal maintenance.

4. Road Improvements Are Permitted, but the Cost of Improvements Is Borne Solely by the Improving Party Unless Otherwise Agreed in Writing.

The Easement draws an important distinction between ***maintenance*** of the existing roads and ***improvements*** to those roads. Although the Easement requires the beneficiaries to contribute proportionately toward road maintenance, it does not require either beneficiary to contribute toward improvements undertaken by the other. Instead, the Easement expressly provides:

> "Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver."

Accordingly, either easement beneficiary may undertake improvements to the roads within the easement corridors at its own cost and expense. However, neither beneficiary may unilaterally undertake road improvements and thereafter compel the other beneficiary to contribute toward the cost of those improvements. A shared obligation to fund road improvements arises only when the parties agree in writing, before the improvements are made, to share those costs. This distinction is particularly important because expenditures for road ***maintenance*** and expenditures for road ***improvements*** are subject to materially different cost-allocation provisions under the Easement.

5. DF Development Has Made Substantial Contributions Toward the Maintenance of Fish Lake Road.

During a previous public hearing concerning Red Ridge, statements were made suggesting that DF Development has failed or refused to contribute toward the maintenance of Fish Lake Road. Those statements are inaccurate and are contradicted by DF Development's documented expenditures.

Specifically, DF Development's records establish that it has contributed $49,904.74 in payments toward Fish Lake Road maintenance, in addition to contributing approximately $30,000 in rock materials used in connection with road maintenance activities. Thus, DF Development has contributed approximately $80,000 in cash payments and materials toward the maintenance of Fish Lake Road.

These substantial contributions directly contradict any suggestion that DF Development has failed to participate in or contribute toward the maintenance of Fish Lake Road.

Although DF Development has fully participated in and contributed more than its proportionate share of the costs of maintenance of Fish Lake Road, DF Development is not contractually obligated to fund ***improvements*** undertaken or proposed by the other easement beneficiary unless DF Development has agreed in writing, in advance, to share those costs.

Conclusion

DF Development respectfully requests that the Commission consider the express terms of the recorded Easement and DF Development's documented road maintenance contributions when evaluating issues relating to Fish Lake Road and the proposed Red Ridge development.

The Easement establishes two separate 70-foot-wide easements, expressly authorizes third-party use, requires the beneficiaries to share maintenance expenses proportionately based on usage, and permits either beneficiary to improve the roads at its own expense without requiring financial participation by the other beneficiary.

Most importantly, the record should accurately reflect that DF Development has made substantial contributions toward Fish Lake Road maintenance, which is consistent with, rather than contrary to, its rights and obligations under the Easement.

We respectfully request that this letter be included in the administrative record for the Red Ridge PUD application and that the Commission distinguish between the actual obligations imposed by the recorded Easement and the unsupported assertions concerning DF Development's compliance with those obligations.

Sincerely,

CLARK WARDLE LLP



Joshua J. Leonard
Attorney for DF Development, LLC

Enclosure.

CERTIFIED TO BE A TRUE AND EXACT
COPY OF THE ORIGINAL

M... TITLE AND ESCROW CO., INC.

#83047

#480

EASEMENT

THIS EASEMENT is dated this 24th day of September, 1992, by and between BOISE CASCADE CORPORATION, a Delaware corporation ("Boise Cascade"), and TWIN PINES RIVER RANCH, a general Idaho partnership ("Ranch").

W I T N E S S E T H:

Boise Cascade, for and in consideration of the granting of a reciprocal easement by Ranch, does hereby grant to Ranch, its successors and assigns, a nonexclusive easement being 35 feet in width on the West side of the center line of that existing abandoned railroad grade and the North-South road located in the county of Adams, state of Idaho, said center line being more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

Ranch, for and in consideration of the granting of a reciprocal easement by Boise Cascade, does hereby grant to Boise Cascade, its successors and assigns, a nonexclusive easement being 35 feet in width on the East side of the center line of that existing abandoned railroad grade and the North-South Road located in the county of Adams, state of Idaho, said center line being more particularly described on Exhibit A, and also a nonexclusive easement being 35 feet in width on each side of the center line of that existing road located in the county of Adams, state of Idaho, as described on Exhibit B attached hereto and by this reference made a part hereof.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Boise Cascade and Ranch, their successors and assigns:

(a) The term of the easements shall be perpetual.

(b) The costs of road maintenance shall be allocated on the basis of the respective users of the road; provided, however, during periods when either party uses the road or permits use of the road by others, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In the event either party or any third party using the easements with the consent or permission of said party shall damage the road or other improvements on the easements beyond that occasioned by normal use and repaired by normal maintenance, then that party shall, at its sole cost and expense, cause such damage to be repaired. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

(c) Either party may permit third parties to exercise the rights of said party under the easements to the extent such use

by third parties is consistent with and limited to the purposes for which the easements have been granted and provided that such third party shall comply with all terms and conditions of the easements. Each party shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of that party.

(d) Each party shall have the right, subject to the prior approval of the other party, to cut timber upon the easements to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by the owner (but not less than eight-foot lengths) and decked along the road for disposal by owner.

(e) In addition, Ranch, its successors and assigns, shall construct a fence along the property boundary between Boise Cascade and Ranch. The fence shall be located on the east side of the center line of the road as described on Exhibit A. The fence shall be a three-wire fence of the type and construction generally used for livestock. The fence shall be built within one year of the date of this Easement. Ranch, its successors or assigns, shall also be required to install and maintain a cattle guard on the main Fish Lake Road at the point where the new fence crosses the road. Ranch is also responsible for installing either gates or cattle guards at points of access to the Ranch property from the west side road described on Exhibit A.

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

BOISE CASCADE CORPORATION

ppa By _____
Vice President

TWIN PINES RIVER RANCH

By _____
Title General Partner

INSTRUMENT NO. 83047
State of Idaho)
County of Adams) ss.

Filed for record at the request of
Timberline Title & Escrow
46 min. past 4 o'clock P .M.
this 28 day of October, 1992
MICHAEL FISK, RECORDER
by _____
Deputy
Fee $21.00 Indexed

DP01206G

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of September, 1992, before me, the undersigned, a notary public in and for said state, personally appeared J. Kirk Sullivan, known to me to be the Vice President of Boise Cascade Corporation, a Delaware corporation, that executed the above instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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

JEANELL M. TRIEBER NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 10/1/91

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 1st day of ~~September~~ October, 1992, before me, the undersigned, a notary public in and for said state, personally appeared Jerry L. CRAVEN, known to me to be the Partner of Twin Pines River Ranch, a general Idaho partnership, that executed the above instrument on behalf of said partnership and acknowledged to me that said partnership 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.

SHARON DIANE TIPTON NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Idaho
My Commission expires: 12/12/94

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EXHIBIT A

A 70-foot-wide access easement situate in the Southeast Quarter of Section 2, Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho, being 35.00 feet on each side of the following described center line:

Commencing at a brass cap marking the section corner common to Sections 1, 2, 11 and 12, Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho, the REAL POINT OF BEGINNING:

Thence, North 89°46'49" West, 1,627.69 feet along the line common to said Sections 2 and 11 to the center line of an abandoned railroad grade,
Thence, 183.09 feet along a nontangent curve to the left whose long chord bears North 46°49'36" West, 182.06 feet, and radius is 500.00 feet and delta angle is 20°58'48" along said railroad grade,
Thence, North 57°19'00" West, 158.20 feet along said railroad grade,
Thence, 124.13 feet along a curve to the right whose radius is 331.07 feet and delta angle is 21°29'00" along said railroad grade,
Thence, 125.52 feet along a curve to the left whose radius is 1,348.44 feet and delta angle is 5°20'00" along said railroad grade,
Thence, 105.13 feet along a curve to the right whose radius is 860.51 feet and delta angle is 7°00'00" along said railroad grade,
Thence, North 34°10'00" West, 310.51 feet along said railroad grade,
Thence, 199.84 feet along a curve to the right whose radius is 600.00 feet and delta angle is 19°05'00" along said railroad grade,
Thence, North 15°05'00" West, 364.02 feet along said railroad grade,
Thence, 61.09 feet along a curve to the right whose radius is 3,000.00 feet and delta angle is 1°10'00" along said railroad grade,
Thence, North 13°55'00" West, 211.77 feet along said railroad grade,
Thence, 61.09 feet along a curve to the left whose radius is 1,500.00 feet and delta angle is 2°20'00" along said railroad grade,
Thence, North 16°15'00" West, 214.58 feet along said railroad grade to the center line of existing Fish Lake Road,
Thence, 100.92 feet along a nontangent curve to the right whose long chord bears South 48°41'30" East, 100.86 feet, and radius is 840.00 feet and delta angle is 6°53'02" along said Fish Lake Road center line,

Thence, South 45°15'00" East, 46.75 feet along said Fish Lake Road center line to its intersection with a North-South road,
Thence, North 0°40'00" East, 79.09 feet along said road center line,
Thence, 100.36 feet along a curve to the right whose radius is 1,000.00 feet and delta angle is 5°45'00" along said road center line,
Thence, North 6°25'00" East, 109.64 feet along said road center line,
Thence, 223.98 feet along a curve to the right whose radius is 700.00 feet and delta angle is 18°20'00" along said road center line,
Thence, North 24°45'00" East, 97.19 feet along said road center line,
Thence, 119.12 feet along a curve to the left whose radius is 700.00 feet and delta angle is 9°45'00" along said road center line,
Thence, North 15°00'00" East, 265.65 feet along said road center line to its intersection with the East-West center section line of said Section 2, the point of ending.

Bearings based on State Plane Grid Azimuth.

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EXHIBIT B

A 70.00-foot-wide access and utility Easement situate in the Southeast Quarter of Section 2, Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho, being 35.00 feet on each side of the following described line:

Commencing at a brass cap marking the section corner common to Sections 1, 2, 11, and 12, Township 18 North, Range 2 East, Boise Meridian, Adams County, Idaho:

Thence, North 89°46'49" West, 1,627.69 feet along the line common to said Sections 2 and 11 to the center line of an abandoned railroad grade,
Thence, 183.09 feet along a nontangent curve to the left whose long chord bears North 46°49'36" West, 182.06 feet, and radius is 500.00 feet and delta angle is 20°58'48" along said railroad grade,
Thence, North 57°19'00" West, 158.20 feet along said railroad grade,
Thence, 124.13 feet along a curve to the right whose radius is 331.07 feet and delta angle is 21°29'00" along said railroad grade,
Thence, 125.52 feet along a curve to the left whose radius is 1,348.44 feet and delta angle is 5°20'00" along said railroad grade,
Thence, 105.13 feet along a curve to the right whose radius is 860.51 feet and delta angle is 7°00'00" along said railroad grade,
Thence, North 34°10'00" West, 310.51 feet along said railroad grade,
Thence, 199.84 feet along a curve to the right whose radius is 600.00 feet and delta angle is 19°05'00" along said railroad grade,
Thence, North 15°05'00" West, 364.02 feet along said railroad grade,
Thence, 61.09 feet along a curve to the right whose radius is 3,000.00 feet and delta angle is 1°10'00" along said railroad grade,
Thence, North 13°55'00" West, 211.77 feet along said railroad grade,
Thence, 61.09 feet along a curve to the left whose radius is 1,500.00 feet and delta angle is 2°20'00" along said railroad grade,
Thence, North 16°15'00" West, 214.58 feet along said railroad grade to the center line of existing Fish Lake Road, the point of beginning.
Thence, 100.92 feet along a nontangent curve to the right whose long chord bears South 48°41'30" East, 100.86 feet, and radius is 840.00 feet and delta angle is 6°53'02" along said Fish Lake Road center line,
Thence, South 45°15'00" East, 46.75 feet along said Fish Lake Road center line to its intersection with a North-South road.

Thence continuing South 45°15'00" East 50.04 feet along said Fish Lake Road,
Thence, 118.68 feet along a curve to the right whose radius is 320 feet and delta angle is 21°15' along said Fish Lake Road,
Thence, South 24°00' East, 162.34 feet along said Fish Lake Road,
Thence, 156.38 feet along a curve to the left whose radius is 320 feet and delta angle is 28°00'00" along said Fish Lake Road,
Thence, South 52°00' East, 577.59 feet along said Fish Lake Road,
Thence, 223.05 feet along a curve to the left whose radius is 135.00 feet and delta angle is 94°40'00" along said Fish Lake Road,
Thence, North 33°20'00" East, 1,682.46 feet along said Fish Lake Road,
Thence, 512.65 feet along a curve to the right whose radius is 515.00 feet and delta angle is 57°02'03" along said Fish Lake Road,
Thence South 89°37'57" East, 209.67 feet along said Fish Lake Road to its intersection with the East line of said Section 2, the point of ending.

Bearings based on State Plane Grid Azimuth.

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