

ORIGINAL

DEPT. OF LANDS

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BOISE, IDAHO

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Attorneys for Sharlie-Grouse Neighborhood Association, Inc.

BEFORE THE STATE BOARD OF LAND COMMISSIONERS

SHARLIE-GROUSE NEIGHBORHOOD)
ASSOCIATION, INC.,)

Petitioner,)

vs.)

IDAHO STATE BOARD OF LAND)
COMMISSIONERS,)

Respondent,)

and)

PAYETTE LAKES COTTAGE SITES)
OWNERS ASSOCIATION, INC., and)
WAGON WHEEL BAY DOCK)
ASSOCIATION, INC.,)

Intervenors/Respondents.)

DECLARATION OF DIANE BAGLEY

DIANE BAGLEY, under penalty of perjury, hereby declares and states as follows:

1. I am the managing member of Cottage Site, LLC, which is my family's real estate holding company, and which owns a cabin adjacent to what is commonly called Community Beach within the enclave of residences surrounding Community Beach known as the Sharlie-Grouse Neighborhood on Payette Lake in McCall, Idaho.

2. Community Beach is a 1.01 acre lot created by the 1932 plat entitled "Amended Plat of State Land – Payette Lake Cottage Sites. A true and correct copy of such plat is attached hereto as **Exhibit A**. Community Beach is also identified in the most recent plat, entitled "State Subdivision – Southwest Payette Cottage Sites," (Instrument No. 381834, recorded November 14, 2013), as the "Community Beach Common Area," Lot 1, Block 2 at sheet 6 of 26. A true and correct copy of such plat is attached hereto as **Exhibit B**.

3. Along with neighbors in the Sharlie-Grouse Neighborhood, I tracked with interest the Idaho Board of Land Commissioners' and Idaho Department of Lands' actions relative to the re-platting of lots around Payette Lake several years ago.

4. On June 24, 2013, in connection with ongoing settlement negotiations with the Idaho Department of Lands relative to rent payments my family was making to the State, the Idaho Department of Lands sent me a letter notifying me as follows: "As you know, IDL is currently re-platting the entire West side of Payette Lake as part of the Land Board's plan to dispose of cottage sites and the roads and common areas. . . . IDL is currently working on a plan to quitclaim all common areas, including Community Beach, to a third party, perhaps a neighborhood association, as part of the re-platting and disposition process." A true and correct copy of the June 24, 2013 letter from IDL is attached hereto as **Exhibit C**.

5. At some point in the same year, I learned from a representative of the Sylvan Beach Mutual Corporation, an adjacent neighborhood association to the north of SGNA, that Kate Langford at the Department of Lands had offered to convey Community Beach, Sharlie Lane, Sharlie Way and Grouse Way to the Sylvan Beach Mutual Corporation as part of the above-described re-plat process in which the Department of Lands was engaged, and the Corporation had declined. Please also see “*Exhibit C*” to the letter identified as **Exhibit D** *infra*, which reflects the Corporation’s denial.

6. After learning that the Department was seeking to convey Community Beach to a neighborhood or homeowners association as part of the re-plat process, I and other neighbors in the enclave surrounding Community Beach discussed the formation of an association or entity similar to the Sylvan Beach Mutual Corporation in order to pursue the acquisition of Community Beach, Sharlie Lane, Sharlie Way and Grouse Way. Neighbors in the enclave enjoyed Community Beach and relied on the neighborhood roads, wished to protect them, and supported efforts to that end.

7. Accordingly, Sharlie-Grouse Neighborhood Association (“SGNA”) was formed as a non-profit corporation in 2013, in order to represent the interests of the 14 families (some of whom own more than one lot) in the enclave relative to the acquisition of Community Beach. SGNA’s membership consists of all of the families in the enclave whose homes are served by Sharlie Land, Sharlie Way and Grouse Way. I served as president until 2018, and now I am the secretary. SGNA holds annual meetings and fundraising gatherings, it holds regular executive committee meetings, holds officer elections, keeps meeting minutes, and keeps the membership informed of developments related to common area in the neighborhood. SGNA’s primary purpose is the protection and maintenance of the neighborhood and the character of the

neighborhood, including the protection and maintenance of Community Beach in its natural state. SGNA was formed, in simple terms, in order to obtain and hold title to Community Beach for the benefit of not only the property owners in the enclave, but also for the public at large, who wished to enjoy the serene, family-friendly character of a small undeveloped beach on Payette Lake. SGNA has no desire or objective to restrict public use of or access to Community Beach. Indeed, SGNA would like to explore the establishment of a conservation easement or other mechanism to ensure the Community Beach is preserved in its undeveloped state for all to use.

8. On September 23, 2013, SGNA submitted a request to the Department of Lands urging the conveyance of Community Beach and neighborhood road system to SGNA in view of, among other things, its' membership's immediate proximity to the beach and historical access to their lots from the road system. Attached hereto as **Exhibit D** is a true and correct copy of such request.

9. On October 8, 2013, the Department of Lands responded in the negative, stating that it wished to dispose of roads and community property in a way that would avoid "fragmented" ownership. Attached hereto as **Exhibit E** is a true and correct copy of such response.

10. There is no mention in either correspondence of "consideration" or other payment in connection with IDL's conveyance of the common areas. SGNA understood that the Board of Land Commissioners were simply seeking to convey the land, without a competitive auction or any bidding system, to an association of proximate homeowners such as Sylvan Beach Mutual Corporation. Indeed, based on my understanding, that is what happened when the Board

conveyed the land to the Payette Lake Cottage Site Owners Association (“PLCSOA”), although the interests of SGNA, the most immediately proximate association, were ignored.

11. Critically, however, substantial funds were, and remain, available to SGNA to acquire, or attempt to acquire, Community Beach, were that opportunity presented to it. Based on overwhelming concern for the character of the enclave, and the financial resources of the members of SGNA, SGNA would have actively participated in any sale or auction of the land.

12. My family has owned its property in the Sharlie-Grouse Neighborhood since 1964. The property is immediately adjacent to and north of the Community Beach. In the early 1980’s, during the construction of an addition to the family cabin, it was discovered by my father and the Land Board that certain structures encroached upon a portion of the Community Beach land held in trust by the State. The encroaching structures consisted of a bunkhouse/shed, a portion of a deck, an outdoor fireplace, and a seawall.

13. As a result of the discovery of the encroachment, the state demanded that my father, Fredrick R. Bagley, lease the strip of land corresponding to the encroachment. He entered into a 10 year lease with the State of Idaho, by and through the State Board of Land Commissioner for lands encroached upon by our cabin, effective January 1, 1985. The leased land is a narrow strip of land (.216 acres) bounded at the north by our property and at the south by the centerline of a creek that runs through Community Beach. The State required payment of premium rent for past use and annual rent equivalent to Class A Cottage Sites. Attached hereto as **Exhibit F** is a true and correct copy of Special Lease No. M-294-94.

14. My father renewed his lease with the State at the end of the term. Attached hereto as **Exhibit G** is a true and correct copy of Lease No. M-5015-4, effective January 1, 1995.

15. My father renewed his lease a third time at the end of the second term. Attached hereto as **Exhibit H** is a true and correct copy of Miscellaneous Surface Lease No. M-5015, effective January 1, 2005. On December 21, 2007, the lease was assigned to Cottage Site, LLC, the above-referenced family real estate holding company, of which I am the managing member.

16. I have handled addressing payments under the lease since 2007 for the family, and we were invoiced \$51,484.00 by the State of Idaho in the time between 2007 and 2014, an average annual rent of \$6,435.00. In total, I estimate that lease payments made to the State by my family, including premium rent for past use under the first lease, totaled more than \$100,000.00.

17. On June 24, 2013, the Idaho Department of Lands provided notice to my family that it was planning to dispose of the cottage sites and roads and common areas, including Community Beach, and that it would not renew the Cottage Site, LLC lease. See **Exhibit C** hereto.

18. After the conveyance of Community Beach to PLCSOA, PLCSOA proposed to lease or sell the above-described section of Community Beach to my family. The terms of those proposals are set forth in letters from counsel for PLCSOA, dated March 1, 2016 and August 15, 2016, of which true and correct copies are attached hereto as **Exhibits I** and **J**, respectively. Significantly, PLCSOA proposed a sale of the Community Beach sub-parcels north of the creek to my family for \$200,000.

19. On July 24, 2018, Cottage Sites, LLC entered into a Non-Exclusive Lease Agreement with PLCSOA. Cottage Sites, LLC presently leases the above-described section of Community Beach for \$5,000.00 per year, and will pay \$6,000.00 per year beginning on January 1, 2021. Attached hereto as **Exhibit K** is a true and correct copy of such agreement.

20. In my experience, Community Beach in its natural state was an integral part of the neighborhood, and enhanced the value, both in terms of quality of life and strictly economic terms, of residents of the enclave as well as surrounding neighborhoods. For decades, the beach was used by lakefront and second-tier property owners in the neighborhood, as well as residents of properties extending up through Sylvan Beach. Users of the beach were able to access the shallow lakebed for many kinds of non-motorized recreation, including swimming, fishing, canoeing and kayaking. The view of Payette Lake from the beach was unobstructed and pleasant. It was an excellent location for families and recreationists alike to enjoy the beautiful lake.

21. Now, the beach is truly unusable for those purposes, and it serves only those who have leased slips with the newly formed dock association. Not only is the dock large and unsightly, but swimmers and other non-motorized users are in the path of motorized boats. Vehicle traffic and the noise of parties at the dock are commonplace, destroying the serenity of an otherwise peaceful enclave. Fishing has been degraded. The dock association has even installed cameras, invading any sense of privacy I and my neighbors used to feel while our children played on the beach.

22. At the very least, even if the State does not care to preserve the nature and character of Community Beach in its disposition of the state property, SGNA and its members should have had the opportunity to attempt to do so. They were unfairly deprived of that opportunity.

I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct to the best of my knowledge and belief.

DATED this 12 day of April 2019.

Diane Bagley
Diane Bagley

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5 day of April 2019, I caused a true and correct copy of the above to be served upon the following individuals in the manner indicated below:

Angela Schaer Kaufmann
Joy M. Vega
Idaho Department of Lands
P.O. Box 83720
Boise, ID 83720

U.S. Mail
 Hand-Delivery
 Federal Express
 Via Facsimile (208)854-8072
 Via E-Mail
(angela.kaufmann@ag.idaho.gov)
(joy.vega@ag.idaho.gov)

Mark Perison
Tricia Soper
Mark D. Perison, P.A.
P.O. Box 6575
Boise, ID 83707
*Attorneys for Payette Lakes Cottage Site
Owners Association, Inc. and Wagon Wheel
Bay Dock Association, Inc.*

U.S. Mail
 Hand-Delivery
 Federal Express
 Via Facsimile (208)343-5838
 Via E-Mail
(tricia@markperison.com)

COURTESY COPY TO:

Jim Jones, Esq.
Parsons Pehle & Latimer
800 W. Main St., Ste. 1300
Boise, ID 83702
Hearing Officer

U.S. Mail
 Hand-Delivery
 Federal Express
 Via Facsimile
 Via E-Mail
(jimjones@parsonsbehle.com)



Matthew J. McGee

EXHIBIT A

and Book of Description
 to the same and purporting to
 be a true and correct copy of
 the same as the same is now
 on file in the office of the
 County Clerk of said County
 of Idaho, to wit: Book 10, Page
 123 of same.
 I certify that the same is a
 true and correct copy of the
 original as the same is now
 on file in the office of the
 County Clerk of said County
 of Idaho, to wit: Book 10, Page
 123 of same.
 I further certify that the same
 is a true and correct copy of
 the original as the same is
 now on file in the office of
 the County Clerk of said
 County of Idaho, to wit: Book
 10, Page 123 of same.
 I further certify that the same
 is a true and correct copy of
 the original as the same is
 now on file in the office of
 the County Clerk of said
 County of Idaho, to wit: Book
 10, Page 123 of same.

County of Ada
 On this 15th day of October, A.D. 1922, before me, a Notary Public, in and
 for said County and State, personally appeared George S. Taylor, known to me
 to be the Owner and possessor thereof, to wit: the Survey of the
 State and Lot Division known to me to be the Land Commission of
 the State of Idaho that contains the public lands within the same.
 In witness whereof I have hereunto set my hand and seal of my office
 at this city and year first above written.
 George S. Taylor
 Notary Public for Idaho
 Tenth Precinct, Boise, Idaho

State of Idaho
 County of Idaho
 I hereby certify that the within instrument
 was filed for record at the court of the
 State of Idaho on this 15th day of October,
 in my office, and duly recorded in Book 10,
 Page 123 of same.
 W. H. Taylor
 County Clerk of
 Idaho

Engineer's Survey Certificate
 I, George S. Taylor, of Boise, Idaho, hereby certify that I am a
 Licensed Civil Engineer under the laws of the State of Idaho
 the following is a correct description of the land and survey
 made by me and approved as the Survey of the
 State and Lot Division, to wit: A strip of land lying between the
 east boundary of the Western Idaho Public Lands National Forest
 the Payette Lake and extends from the north side of Lot 2 to
 the south side of Lot 10, and contains 200 acres, more or less,
 and the section 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
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 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968,
 196

DEED RECORD No. 15

STATE OF IDAHO } ss.
County of Ada

On, this 15th day of October, A.D. 1932, before me, a Notary Public in and for said County and State, personally appeared G. Ben Ross, known to me to be the Governor and F. E. Lukens, known to me to be the Secretary of State; and J. M. Isaacson, known to me to be the Land Commissioner of the State of Idaho that executed the within instrument, and acknowledged to me that the State of Idaho executed the same.

In witness whereof, I, have hereunto set my hand and affixed my official seal on the day and year first above written.

Jeanne L. Anderson
Notary Public for Idaho
residing at Boise, Idaho
(NO SEAL)

ENGINEER'S SURVEY CERTIFICATE

I, George E. Tucker of Boise, Idaho, hereby certify that I am a duly Licensed Civil Engineer under the laws of the State of Idaho; that the following is a correct description of the land and premises included in the within plat designated as the Payette Lake Cottage Sites, to wit: A strip of land lying between the South and east boundary of the Warren Wagon Road, (a National Forest Road), and the Payette Lake, and extends from the south side of Lot 5, Section 32; thence in a northeasterly direction across Lot 3, Lot 2, SW 1/4 NE 1/4; Lot 1, and the NE 1/4 NE 1/4 Sec. 32; Lot 1 Sec. 33; Lot 4, NE 1/4 SW 1/4, and Lot 3, Sec. 28, all in T. 19 N.-R. 3 E., and more particularly described in the Certificate of Ownership and Deed of Donation, hereunto attached. Area 153.15 acres.

And I further certify that a re-survey of all lots as shown by the original plat of Payette Lake Cottage Sites, as recorded in Book 2, page 492. Miscellaneous Records of Valley County, Idaho, on July 19, 1924, was made by me, with the following changes, to wit: Re-survey and change of Lots 14 to 28, inc; Lots 53 and 54; Lots 153 to 164, inc; Lots 171 to 177, inc; Lots 187 to 191, inc; (188 to 191, inc. being eliminated); Additional Lots as follows:-Lots 65 to 93, inc; 111 to 140, inc; 188 to 199, inc.

And I further certify that the said plat was made by me from an actual survey, and that the said plat is correct; that the measurements and distances indicated thereon are true and correct; and that all the streets, roads, and alleys as shown thereon are correctly drawn and represented.

Witness my hand and seal this 15th day of October, 1932.

George E. Tucker
Licensed Civil Engineer
Residing at Boise, Idaho.

State of Idaho } ss.
County of Ada

On this 15th day of October, 1932, before me, a Notary Public in and for said County and State, personally appeared George E. Tucker, known to me to be the person appeared George E. Tucker, known to me, to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

Jeanne L. Anderson
Notary Public
Residing at Boise, Idaho
(NO SEAL)

10.9 P.C.
95.8 N.C.
80.5 P.C.
53.7 F.C.

to
to

EXHIBIT B



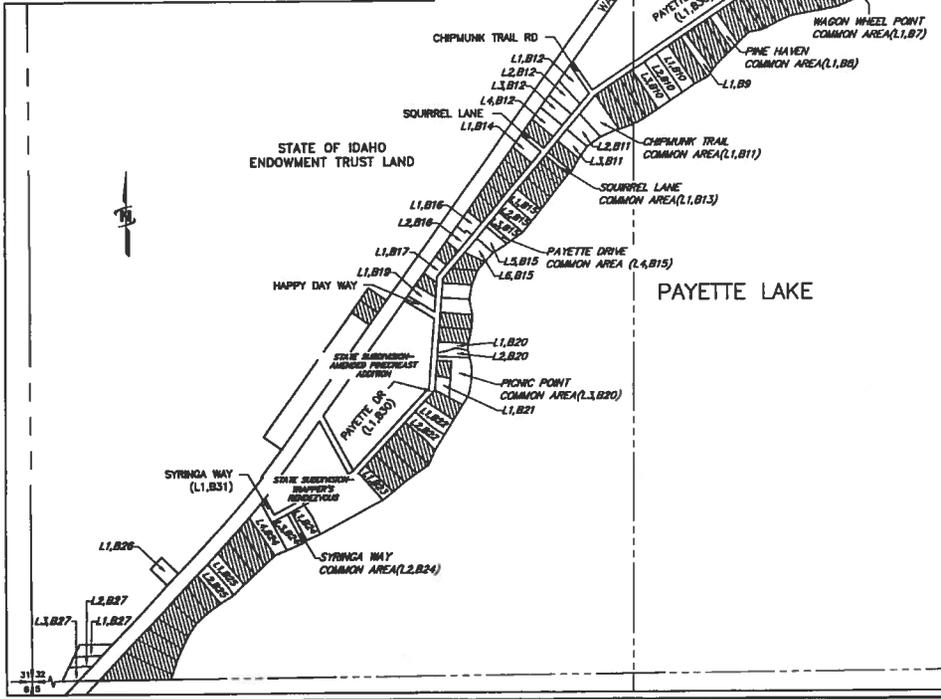
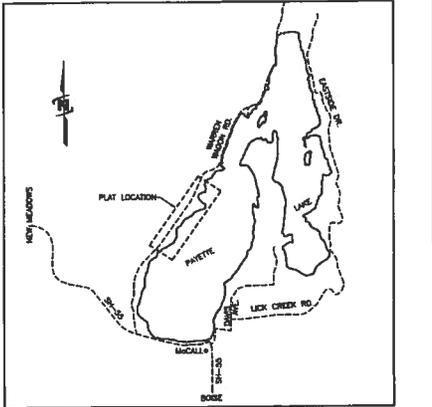
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. CCR's 381830+381831

Instrument # 381834
VALLEY COUNTY, CASCADE, IDAHO
11-14-2013 02:21:20 No. of Pages: 26
Recorded for: DEPARTMENT OF LANDS
DONALD A. MILLER Esq. B.L.O.
Ex-Officio Recorder Deputy
J. Russell



TITLE

WHEN IDAHO BECAME A STATE IN 1890, THE FEDERAL GOVERNMENT ENDOWED (GRANTED) LANDS TO IDAHO ON THE CONDITION THEY PRODUCE MAXIMUM LONG-TERM FINANCIAL RETURNS FOR PUBLIC SCHOOLS AND OTHER BENEFICIARIES. IDAHO NOW HAS OVER 2 MILLION ACRES OF ENDOWMENT LANDS, HELD IN TRUST, PROVIDING FINANCIAL SUPPORT TO PUBLIC SCHOOLS AND OTHER INSTITUTIONS. THE IDAHO DEPARTMENT OF LANDS MANAGES THIS TRUST UNDER THE GOVERNANCE OF THE IDAHO BOARD OF LAND COMMISSIONERS. THE LAND BOARD, ACTING IN THE CAPACITY OF TRUSTEE ON BEHALF OF THE BENEFICIARY SCHOOLS AND OTHER INSTITUTIONS, WAS GIVEN RESPONSIBILITIES UNDER ARTICLE IX, SECTION 8 OF THE IDAHO CONSTITUTION (AS AMENDED) TO MANAGE LANDS IN SUCH A MANNER AS WILL SECURE THE MAXIMUM LONG-TERM FINANCIAL RETURN TO THE INSTITUTION TO WHICH GRANTED. THE LEASING OF ENDOWMENT TRUST LAND FOR USE AS RECREATIONAL COTTAGE SITES BEGAN IN THE EARLY 1930'S AND HAS CONTINUED SINCE ITS INCEPTION. THE CONFIGURATION OF THE LEASED COTTAGE SITES HAS OCCURRED IN AN ORGANIC NATURE OVER A PERIOD OF APPROXIMATELY 80+ YEARS. DUE TO THE NECESSITY BASED STYLE OF DEVELOPMENT AND THE TIME LINE OF THOSE DEVELOPMENTS, THE EXISTING NEIGHBORHOOD AND APPURTENANCES WOULD NOT LIKELY MEET CURRENT LOCAL (COUNTY) DEVELOPMENT STANDARDS.

ADJACENT ENDOWMENT TRUST LANDS

UNLESS EXPRESSLY PROVIDED OTHERWISE, THIS PLAT APPLIES ONLY TO THE ENDOWMENT TRUST LANDS SPECIFICALLY IDENTIFIED ON THE PLAT AND DOES NOT ENCOMBER IN ANY MANNER OR GRANT RIGHTS OF USE TO ANY OTHER ENDOWMENT LANDS. ENDOWMENT LANDS ARE NOT MANAGED FOR THE PUBLIC AT LARGE AND SHALL NOT BE CONSIDERED "PUBLIC LANDS" OR "OPEN SPACE," EITHER SPECIFICALLY OR IN A GENERIC SENSE. ENDOWMENT TRUST LANDS ARE WORKING LANDS PRODUCING REVENUE FOR THE BENEFICIARY INSTITUTIONS. THE IDAHO DEPARTMENT OF LANDS SHALL BE CONTACTED WITH ANY QUESTIONS PERTAINING TO THE ENDOWMENT TRUST LANDS.

ENCROACHMENT PERMITS

AN ENCROACHMENT PERMIT FROM IDAHO DEPARTMENT OF LANDS IS REQUIRED FOR AN ENCROACHMENT UPON THE BED OF NAVIGABLE WATERS.

DOMESTIC WATER

THE STATE MAKES NO REPRESENTATION THAT DOMESTIC WATER SERVICE FOR LOTS EXISTS. THE OWNER WILL BE RESPONSIBLE FOR DOMESTIC WATER.

SANITARY SEWER

THE STATE MAKES NO REPRESENTATION THAT SANITARY SEWER SERVICE FOR THE LOTS EXISTS. IF IT EXISTS, IT IS PROVIDED BY SEPTIC SYSTEMS OR OTHER SYSTEMS THAT MAY NOT COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS. ANY FUTURE MODIFICATIONS AND/OR ADDITIONS TO EXISTING SEPTIC SYSTEMS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS, AND THE OWNER SHALL PROCURE AT ITS OWN EXPENSE ALL LICENSES AND PERMITS REQUIRED BY SUCH LAWS, RULES, AND REGULATIONS.

SINGLE-FAMILY RESIDENTIAL USE

THE LOTS SHALL BE USED ONLY FOR SINGLE-FAMILY RESIDENCE. NO MORE THAN ONE (1) SINGLE-FAMILY DWELLING SHALL BE ALLOWED ON ANY LOT.

MOBILE HOMES

MOBILE HOMES SHALL NOT BE PLACED ON THE PROPERTY.

MANUFACTURED OR MODULAR HOUSING

MANUFACTURED OR MODULAR HOMES THAT COMPLY WITH ALL APPLICABLE BUILDING CODES, MEET APPLICABLE SNOW LOAD REQUIREMENTS, AND ARE INSTALLED ON A PERMANENT FOUNDATION SHALL BE ALLOWED.

FIRE HAZARDS

LOTS SHALL BE MAINTAINED TO REDUCE FIRE HAZARDS BY THE ELIMINATION OF FINE FUELS AND DEAD MATERIAL ON THE LOT TO PROVIDE A NATURAL BUT MANAGED APPEARANCE.

CONVEYANCE TO ASSOCIATION

THE STATE WILL CONVEY BY OUTCLAIM DEED THE FOLLOWING LOTS, AMENDED CEDAR KNOLL ACRES LOT 1-BLOCK 10; AMENDED PINECREST ADDITION LOT 1-BLOCK 9 AND LOT 1-BLOCK 10; SOUTHWEST PAYETTE COTTAGE SITES LOT 1-BLOCK 28, LOT 1-BLOCK 29; LOT 1-BLOCK 30; LOT 1-BLOCK 31; LOT 1-BLOCK 32; LOT 1-BLOCK 33; LOT 1-BLOCK 34; LOT 1-BLOCK 35; LOT 1-BLOCK 36; LOT 1-BLOCK 37; LOT 1-BLOCK 38; LOT 1-BLOCK 39; LOT 1-BLOCK 40; LOT 1-BLOCK 41; LOT 1-BLOCK 42; LOT 1-BLOCK 43; LOT 1-BLOCK 44; LOT 1-BLOCK 45; LOT 1-BLOCK 46; LOT 1-BLOCK 47; LOT 1-BLOCK 48; LOT 1-BLOCK 49; LOT 1-BLOCK 50; LOT 1-BLOCK 51; LOT 1-BLOCK 52; LOT 1-BLOCK 53; LOT 1-BLOCK 54; LOT 1-BLOCK 55; LOT 1-BLOCK 56; LOT 1-BLOCK 57; LOT 1-BLOCK 58; LOT 1-BLOCK 59; LOT 1-BLOCK 60; LOT 1-BLOCK 61; LOT 1-BLOCK 62; LOT 1-BLOCK 63; LOT 1-BLOCK 64; LOT 1-BLOCK 65; LOT 1-BLOCK 66; LOT 1-BLOCK 67; LOT 1-BLOCK 68; LOT 1-BLOCK 69; LOT 1-BLOCK 70; LOT 1-BLOCK 71; LOT 1-BLOCK 72; LOT 1-BLOCK 73; LOT 1-BLOCK 74; LOT 1-BLOCK 75; LOT 1-BLOCK 76; LOT 1-BLOCK 77; LOT 1-BLOCK 78; LOT 1-BLOCK 79; LOT 1-BLOCK 80; LOT 1-BLOCK 81; LOT 1-BLOCK 82; LOT 1-BLOCK 83; LOT 1-BLOCK 84; LOT 1-BLOCK 85; LOT 1-BLOCK 86; LOT 1-BLOCK 87; LOT 1-BLOCK 88; LOT 1-BLOCK 89; LOT 1-BLOCK 90; LOT 1-BLOCK 91; LOT 1-BLOCK 92; LOT 1-BLOCK 93; LOT 1-BLOCK 94; LOT 1-BLOCK 95; LOT 1-BLOCK 96; LOT 1-BLOCK 97; LOT 1-BLOCK 98; LOT 1-BLOCK 99; LOT 1-BLOCK 100. PURSUANT TO THE BYLAWS TO BE RECORDED IN VALLEY COUNTY, IDAHO.

COMMON AREA/ROAD/STREET/LOT MAINTENANCE, CONSTRUCTION AND REPAIR

UPON CONVEYANCE OF THE LOTS REFERENCED IN THE "CONVEYANCE TO ASSOCIATION" PARAGRAPH, THE ASSOCIATION WILL BE RESPONSIBLE FOR ALL MANAGEMENT, CONTROL, MAINTENANCE, CONSTRUCTION AND REPAIR OF THESE ROAD OR COMMON AREA LOTS. THE ASSOCIATION SHALL HAVE NO OBLIGATION TO MAINTAIN ANY RESIDENTIAL LOT OR IMPROVEMENTS ON ANY RESIDENTIAL LOT.

PERMITS REQUIRED

THE STATE MAKES NO REPRESENTATION THAT ANY PERMITS MAY BE OBTAINED FOR THE LOTS OR THAT EXISTING STRUCTURES ARE PERMITTED OR WILL BE PERMITTED. EACH OWNER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS AND PROCURE AT ITS OWN EXPENSE ALL LICENSES AND PERMITS REQUIRED BY SUCH LAWS, RULES, AND REGULATIONS RELATED TO THE USE OF THE LOTS.

ACCESS

EXISTING WARREN WAGON ROAD, SHARLIE LANE, SYLVAN CREEK ROAD, GROUSE LANE, SHARLIE WAY, COMMUNITY BEACH ROAD, WAGON WHEEL BAY ROAD, CEDAR CREST DRIVE, 30' ROAD, PAYETTE DRIVE, CHIPMUNK TRAIL ROAD, HAPPY DAY WAY, SOURREL LANE AND SYRINGA WAY AS SHOWN HEREON.

EXISTING UTILITIES

UTILITIES SUCH AS WATER, SEWER (INCLUDING: DRAINFIELD LINES, EFFLUENT LINES, SEPTIC TANKS, CLEAN OUTS, ETC.), POWER, TELEPHONE AND GAS ARE INSTALLED AND EXISTING WITHIN THE LOTS SHOWN HEREON. IN SOME CASES, THESE UTILITIES TRANSVERSE SEVERAL ADJACENT LOTS DUE TO THE CONVENIENCE OF INSTALLATION AND MAINTENANCE. EACH LOT OWNER SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN THE UTILITIES THAT SERVE THEIR LOT. IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER(S) PERFORMING THE MAINTENANCE TO RETURN ANY DISTURBED LAND, LANDSCAPING, FENCES, ROADWAYS, ETC. TO THEIR PRE-MAINTENANCE CONDITION. IF AT THE TIME OF MAINTENANCE IT IS MONETARILY EQUITABLE AND REASONABLE TO DO SO, THE UTILITIES SHALL BE RE-ROUTED TO BE CONTAINED WITHIN THE SERVED LOT VIA THE EXISTING EASEMENT OR ALTERNATIVE EASEMENT PROCURED BY THE LOT OWNER.

DISCLAIMER

THE LOTS ARE PLATTED IN AN "AS IS" CONDITION. THE STATE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE LOTS OR CONCERNING THE SUITABILITY OF THE LOTS FOR THE USES INTENDED BY AN OWNER.

Sammy Russell
Digitally signed on:
Nov 06, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33,
TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN,
VALLEY COUNTY, IDAHO

J-U-B ENGINEERS, Inc.

7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
Phone: 208.762.8787



J-U-B ENGINEERS, INC.

DWG NAME: 20-11-038_SW Payette Cottage Sites_cover

DR. DFG CH. GJR/DRB SHEET 1 OF 26

SCALE: NONE

DATE: November 2013

PROJ. NO.: 20-11-038

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12

INST. NO. _____

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

CERTIFICATE OF STATE

BE IT KNOWN BY THESE PRESENTS: THAT THE STATE OF IDAHO, THE RECORD OWNER OF THE REAL PROPERTY SHOWN HEREON, UNDER ITS AUTHORITY SET FORTH IN IDAHO CODE HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS PLATED HEREON, TO BE KNOWN AS STATE SUBDIVISION - SOUTHWEST PAYETTE COTTAGE SITES, BEING A PORTION OF GOVERNMENT LOT 3 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO AND THE AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 19A, RECORDS OF VALLEY COUNTY, IDAHO, AND AMENDED PLAT OF PAYETTE COTTAGE SITES, LOTS 201-222, ACCORDING TO PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 2, RECORDS OF VALLEY COUNTY, IDAHO, BEING SITUATED IN A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20 AS SHOWN ON AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 19A; THENCE SOUTH 42°54'04" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PAYETTE DRIVE AS SHOWN ON SAID PLAT, 38.58 FEET;

THENCE SOUTH 61°42'58" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PAYETTE DRIVE, 14.49 FEET;
THENCE NORTH 48°19'57" WEST, 42.56 FEET;
THENCE NORTH 53°13'28" EAST, 40.42 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF PAYETTE DRIVE AS SHOWN ON SAID AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES;

THENCE NORTH 42°54'04" EAST ALONG SAID RIGHT-OF-WAY LINE OF PAYETTE DRIVE, 767.42 FEET;
THENCE NORTH 04°17'03" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF PAYETTE DRIVE, 470.67 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HAPPY DAY WAY AS SHOWN ON THE PINECREST ADDITION TO PAYETTE LAKE COTTAGE SITES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 10, RECORDS OF VALLEY COUNTY;

THENCE NORTH 50°08'48" WEST ALONG SAID RIGHT-OF-WAY LINE OF HAPPY DAY WAY, 237.69 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF WARREN WAGON ROAD AS SHOWN ON SAID AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES;
THENCE NORTH 35°31'34" EAST ALONG SAID RIGHT-OF-WAY LINE OF WARREN WAGON ROAD, 1992.09 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF CHIPMUNK TRAIL ROAD AS SHOWN ON CEDAR KNOLL ACRES OF PAYETTE LAKE COTTAGE SITES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 8, RECORDS OF VALLEY COUNTY, IDAHO;
THENCE SOUTH 34°04'48" EAST, ALONG SAID RIGHT-OF-WAY LINE OF CHIPMUNK TRAIL ROAD, 238.19 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF PAYETTE DRIVE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID RIGHT-OF-WAY LINE OF PAYETTE DRIVE TRAIL ROAD THE FOLLOWING FIVE (5) COURSES:

1. NORTH 55°58'30" EAST, 638.82 FEET;
2. NORTH 55°58'32" EAST, 339.73 FEET;
3. NORTH 55°57'58" EAST, 210.01 FEET;
4. NORTH 55°53'52" EAST, 109.91 FEET;
5. NORTH 55°58'32" EAST, 219.75 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF CEDAR CREST DRIVE AS SHOWN ON SAID PLAT OF CEDAR KNOLL ACRE OF PAYETTE LAKE COTTAGE SITES;

THENCE ALONG SAID RIGHT-OF-WAY LINE OF CEDAR CREST DRIVE THE FOLLOWING THREE (3) COURSES:

1. NORTH 34°03'37" WEST, 480.40 FEET;
2. NORTH 34°30'23" WEST, 40.00 FEET;
3. NORTH 34°21'58" WEST, 290.47 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF WARREN WAGON ROAD AS SHOWN ON SAID PLAT OF CEDAR KNOLL ACRES OF PAYETTE LAKE COTTAGE SITE;

THENCE ALONG SAID RIGHT-OF-WAY LINE OF WARREN WAGON ROAD 609.29 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO LEFT, HAVING A RADIUS OF 5789.56 FEET, THROUGH A CENTRAL ANGLE OF 06°03'02", SAID CURVE HAVING A LONG CHORD WHICH BEARS NORTH 28°01'05" EAST A CHORD DISTANCE OF 609.00 FEET;

THENCE NORTH 24°58'34" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WARREN WAGON ROAD, 1751.48 FEET, MORE OR LESS, TO THE NORTH BOUNDARY LINE OF AMENDED PLAT OF PAYETTE LAKE COTTAGE SITES, LOTS 201-222 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 2, RECORDS OF VALLEY COUNTY, IDAHO;

THENCE SOUTH 64°47'30" EAST ALONG SAID BOUNDARY LINE, 35.02 FEET;
THENCE NORTH 89°38'37" EAST CONTINUING ALONG SAID BOUNDARY LINE, 481.68 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF SHARLUE LANE AS SHOWN ON SAID PLAT;

THENCE SOUTH 54°44'52" WEST ALONG SAID RIGHT-OF-WAY LINE OF SHARLUE LANE, 35.48 FEET TO THE NORTHERNMOST CORNER OF LOT 210 AS SHOWN ON SAID PLAT;

THENCE SOUTH 31°47'58" EAST ALONG THE EASTERLY LINE OF SAID LOT, 89.84 FEET TO THE ORDINARY HIGH WATER MARK OF PAYETTE LAKE,
THENCE SOUTHWESTERLY ALONG SAID ORDINARY HIGH WATER MARK, 9130 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID ORDINARY HIGH WATER MARK AND THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 20;
THENCE NORTH 41°54'08" WEST ALONG SAID WESTERLY LINE, 247.31 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM LOTS 21, 22, 23, 24, 27, 28, 30, 31, 34, 38, 41, 42, 43, 44, 48, 49, 50, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 85, 86, 67, 70, 71, 73, 74, 75, 76, 85, 87, 100, 101, 102, 103, 104, 106, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 155, 156, 157, 158, 159, 160, 163, 164, 171, 172, 173, 174, 175, 176, 177, 178, AND 187 OF AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 19A, RECORDS OF VALLEY COUNTY, IDAHO, BEING SITUATED IN A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

ALSO EXCEPTING THEREFROM LOTS 201 THRU 222 OF AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES, LOTS 201-222, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 2, RECORDS OF VALLEY COUNTY, IDAHO, BEING SITUATED IN A PORTION OF SECTION 28, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

CONTAINING 79.88 ACRES, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHWEST CORNER OF LOT A AS SHOWN ON THE RECORD OF SURVEY, RECORDED AUGUST 10, 1987 AS INSTRUMENT NO. 158308, RECORDS OF VALLEY COUNTY, IDAHO;

THENCE NORTH 26°35'52" EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID RECORD OF SURVEY, 266.38 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT C AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 89°57'28" EAST ALONG THE NORTH LINE OF SAID LOT C, 225.02 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT C AND THE WESTERLY RIGHT-OF-WAY LINE OF WARREN WAGON ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 44°01'34" WEST ALONG SAID RIGHT-OF-WAY LINE, 331.30 FEET TO THE SOUTH LINE OF SAID SECTION 32;
THENCE SOUTH 89°53'34" WEST, ALONG SAID SOUTH LINE, 113.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.92 ACRES, MORE OR LESS.

ALSO TOGETHER WITH:

COMMENCING AT THE NORTHEAST CORNER OF LOT C AS DESCRIBED ABOVE, THENCE NORTH 44°01'34" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WARREN WAGON ROAD AS SHOWN ON SAID RECORD OF SURVEY, 542.78 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°58'57" WEST, 159.23 FEET;

THENCE NORTH 44°02'22" EAST, 110.27 FEET;

THENCE SOUTH 45°58'46" EAST, 159.21 FEET, MORE OR LESS, TO SAID RIGHT-OF-WAY LINE OF WARREN WAGON ROAD;

THENCE SOUTH 44°01'34" WEST, ALONG SAID RIGHT-OF-WAY LINE, 110.28 FEET TO THE POINT OF BEGINNING

CONTAINING 0.40 ACRES, MORE OR LESS.

ALSO TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 AS SHOWN ON AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 19A;

THENCE NORTH 44°01'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF WARREN WAGON ROAD AS SHOWN ON SAID PLAT, 177.36 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 29.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 4006.02 FEET, THROUGH A CENTRAL ANGLE OF 00°25'06", SAID CURVE HAVING A LONG CHORD WHICH BEARS NORTH 43°54'43" EAST A CHORD DISTANCE OF 29.26 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON SAID PLAT;

THENCE SOUTH 39°49'20" EAST, ALONG THE EASTERLY LINE OF SAID LOT 9, 278.67 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK OF PAYETTE LAKE,
THENCE SOUTHWESTERLY ALONG SAID ORDINARY HIGH WATER MARK, 208 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID ORDINARY HIGH WATER MARK AND THE SOUTHEASTERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 8;

THENCE NORTH 39°45'00" WEST ALONG SAID WESTERLY LINE, 246.39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 1.26 ACRES, MORE OR LESS.

ALSO TOGETHER WITH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12 AS SHOWN ON SAID AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES,

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF WARREN WAGON ROAD AS SHOWN ON SAID PLAT, 172.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5779.58 FEET, THROUGH A CENTRAL ANGLE OF 01°42'40", SAID CURVE HAVING A LONG CHORD WHICH BEARS NORTH 39°42'23" EAST A CHORD DISTANCE OF 172.60 FEET, MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF SYRINGA WAY AS SHOWN ON SAID PLAT;

THENCE SOUTH 28°27'18" EAST ALONG SAID RIGHT-OF-WAY LINE, 127.79 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF PAYETTE DRIVE AS SHOWN ON SAID PLAT;

THENCE NORTH 61°42'58" EAST ALONG SAID RIGHT-OF-WAY LINE, 212.69 FEET;

THENCE SOUTH 28°17'02" EAST, 40.00 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PAYETTE DRIVE.

THENCE SOUTH 34°28'28" EAST, 98.52 FEET;

THENCE SOUTH 23°42'52" EAST, 131.01 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK OF PAYETTE LAKE.

THENCE SOUTHWESTERLY ALONG SAID ORDINARY HIGH WATER MARK, 344 FEET, MORE OR LESS, TO THE SOUTHEASTERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 12;

THENCE NORTH 34°06'28" WEST, 310.11 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 2.14 ACRES, MORE OR LESS.

TOTAL AREA: 84.68 ACRES, MORE OR LESS.

SAID LANDS ARE SUBJECT TO EASEMENTS OF RECORD AND RIGHTS-OF-WAY OF RECORD.

Sorey Russell
Digitally signed on:
Nov 08, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES		
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO		
J-U-B ENGINEERS, Inc. 7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8787		
DWG NAME: 20-11-038_SW Payette Cottage Sites_cover		
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB SHEET 2 OF 26
SCALE: NONE	DATE: November 2013	PROJ. NO.: 20-11-038

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12

INST. NO. _____

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

IDAHO STATE BOARD OF LAND COMMISSIONERS APPROVAL
IN WITNESS WHEREOF, THE STATE BOARD OF LAND COMMISSIONERS HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT, THE GOVERNOR OF THE STATE OF IDAHO, AND COUNTERSIGNED BY THE SECRETARY OF THE STATE AND THE DIRECTOR, IDAHO DEPARTMENT OF LANDS.

THE STATE BOARD OF LAND COMMISSIONERS

CL. "BUTCH" OTTER
GOVERNOR OF THE STATE OF IDAHO
PRESIDENT OF THE STATE BOARD OF LAND COMMISSIONERS

COUNTERSIGNED:


BEN YSURSA
SECRETARY OF STATE


THOMAS M. SCHULTZ, JR.
DIRECTOR, IDAHO DEPARTMENT OF LANDS

THE STATE OF IDAHO)
) SS.
COUNTY OF ADA)

ON THIS DAY 13th DAY OF November, 2013, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE, PERSONALLY APPEARED CL. "BUTCH" OTTER, KNOWN TO ME TO BE THE GOVERNOR OF THE STATE OF IDAHO AND PRESIDENT OF THE STATE BOARD OF LAND COMMISSIONERS, BEN YSURSA, KNOWN TO ME TO BE THE SECRETARY FOR THE STATE OF THE STATE OF IDAHO, AND THOMAS M. SCHULTZ, JR., KNOWN TO ME TO BE THE DIRECTOR OF DEPARTMENT OF LANDS OF THE STATE OF IDAHO, THAT EXECUTED THE SAME INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH THE STATE OF IDAHO AND THE STATE BOARD OF LAND COMMISSIONERS EXECUTED THE SAME.

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


NOTARY PUBLIC FOR IDAHO
RESIDING AT Boise, IDAHO
MY COMMISSION EXPIRES: 12/24/18



VALLEY COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT OF STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO AT THE REQUEST OF State of Idaho, THIS 14th DAY OF November 2013 AT 2:45 O'CLOCK P. M., AND DULY RECORDED IN BOOK 13 OF PLATS, AT PAGES 10 AS INSTRUMENT NUMBER 381834.

SURVEYOR'S CERTIFICATE

I, GEREY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES IS BASED ON AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY SUPERVISION AND ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.


Digitally signed on:
Nov 08, 2013


STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
J-U-B ENGINEERS, Inc. 7825 MeadowMark Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8787			
DWG NAME: 20-11-036 SW Payette Cottage Sites_cover			
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB	SHEET 9 OF 26
SCALE: NONE	DATE: November 2013	PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

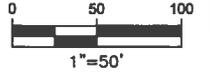
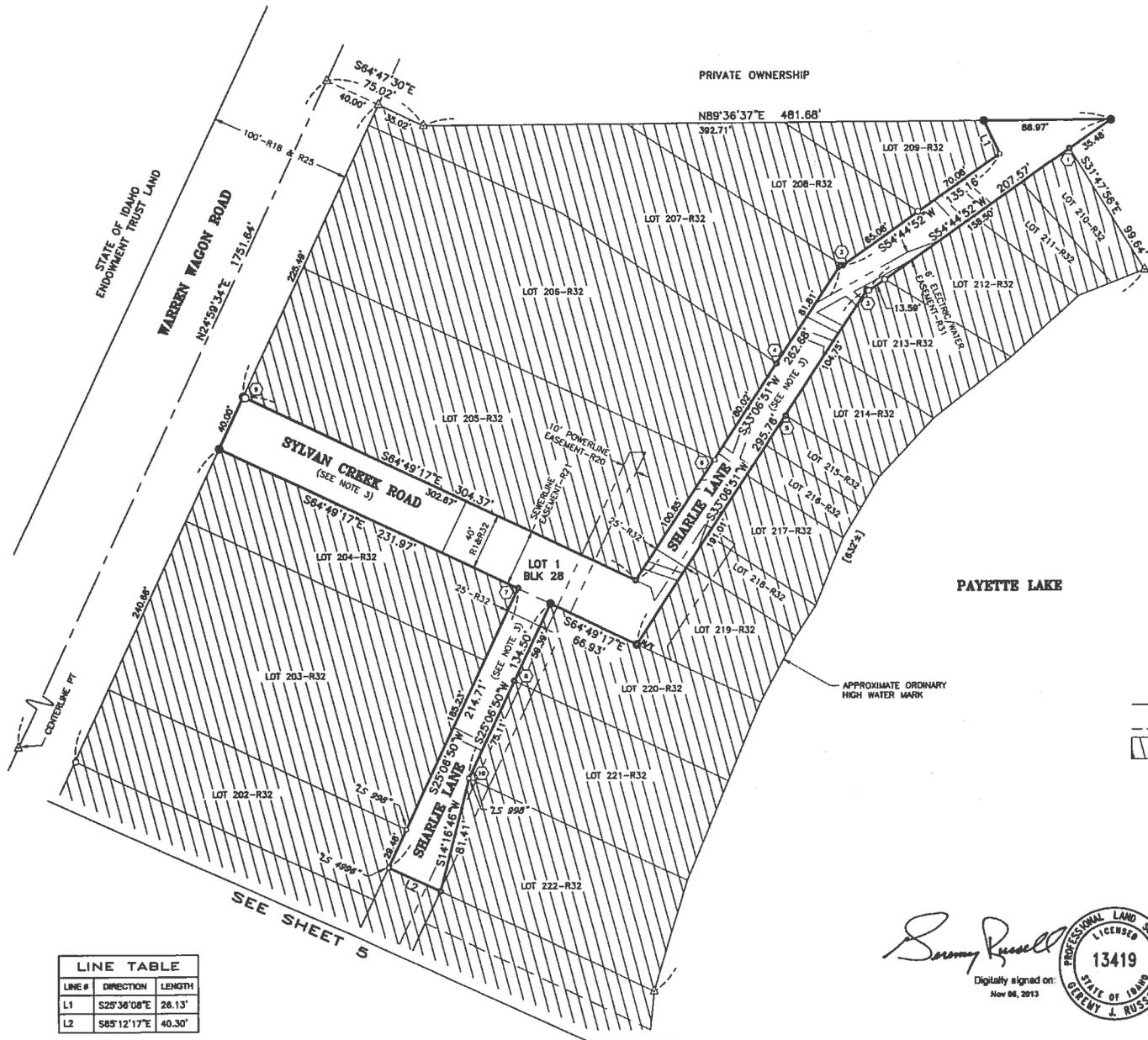
PLAT BOOK 13 PAGE 12

INST. NO. _____

SURVEYOR'S NOTES

- SEE SHEET 22 FOR RECORD INFORMATION.
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS. IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREDON. (1.73 AC±); SQUIRREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON. (0.34 AC±).

PRIVATE OWNERSHIP



LEGEND

- SECTION CORNER-AS NOTED
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND IRON PIPE
- FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- FOUND RIGHT-OF-WAY MONUMENT
- FOUND FRAMING SPIKE
- FOUND BOLT
- CALCULATED POINT, NOTHING FOUND OR SET
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
- ROW
- P.O.B. POINT OF BEGINNING
- SEE SHEETS 22 THRU 26 FOR DETAILS
- EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
- CALCULATED LINE OR MATHEMATICAL TIE LINE
- PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
- APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREDON. THE LOT ACRESAGES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S29°36'08"E	26.13'
L2	S85°12'17"E	40.30'

Surrey Russell
Digitally signed on:
Nov 06, 2013

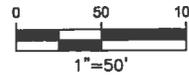
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
		J-U-B ENGINEERS, Inc.	
		7825 Meadowlark Way Cour d'Alene, Idaho 83615 Phone: 208.762.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites		DR. DFG	
J-U-B ENGINEERS, INC.		CH. GJR / DRB	SHEET 4 OF 28
SCALE: 1"=50'		DATE: November 2013	PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12
 INST. NO. _____

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
 BOISE MERIDIAN, VALLEY COUNTY, IDAHO

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	S84°28'50"E	39.65'



LEGEND

- ⊕ SECTION CORNER-AS NOTED
- ⊕ FOUND BRASS CAP
- ⊕ FOUND ALUMINUM CAP
- ⊕ FOUND IRON PIPE
- FOUND 5/8" REBAR, NO CAP OR ILLIGIBLE-UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR, NO CAP OR ILLIGIBLE-UNLESS OTHERWISE NOTED
- ⊠ FOUND RIGHT-OF-WAY MONUMENT
- ◆ FOUND FRAMING SPIKE
- FOUND BOLT
- △ CALCULATED POINT, NOTHING FOUND OR SET
- SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- ⊕ SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
- ROW RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- SEE SHEETS 22 THRU 26 FOR DETAILS
- EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
- CALCULATED LINE OR MATHEMATICAL TIE LINE
- ▨ PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
- [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

SURVEYOR'S NOTES

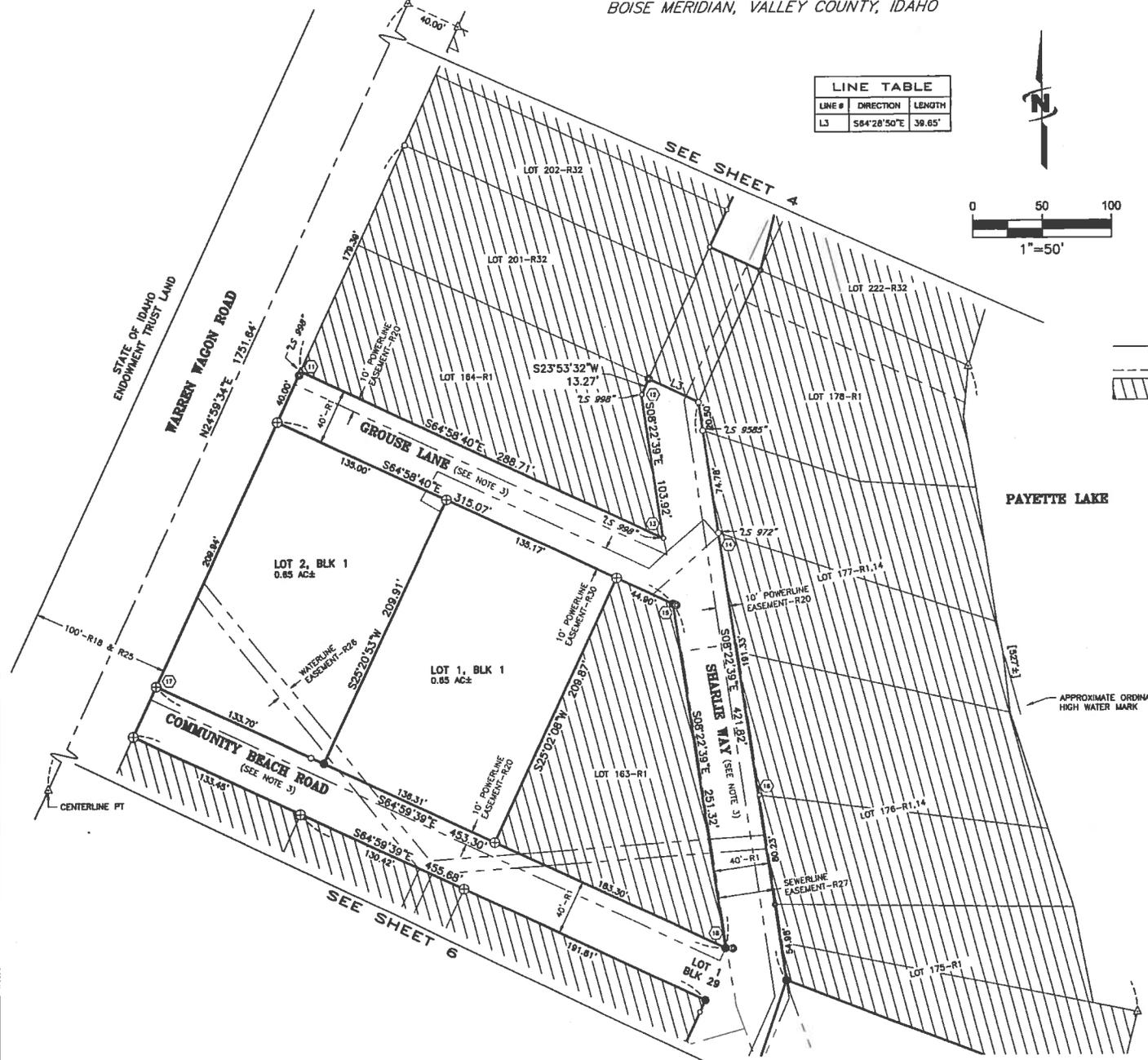
- SEE SHEET 22 FOR RECORD INFORMATION.
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDIN. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREDIN. (1.73 AC±); SQUIRREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDIN. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDIN. (0.34 AC±).

Sunny Russell
 Digitally signed on:
 Nov 06, 2013

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES
 A PORTION OF SECTIONS 28, 32, AND 33,
 TOWNSHIP 19 NORTH, RANGE 3 EAST,
 BOISE MERIDIAN,
 VALLEY COUNTY, IDAHO

JUB
 J-U-B ENGINEERS, Inc.
 7825 Meadowlark Way
 Coeur d'Alene, Idaho 83815
 Phone: 208.782.8787

DWG NAME: 20-11-036_SW Payette Cottage Sites
 DR. DFG CH. GJR / DRB SHEET 5 OF 28
 SCALE: 1"=50' DATE: November 2013 PROJ. NO.: 20-11-036



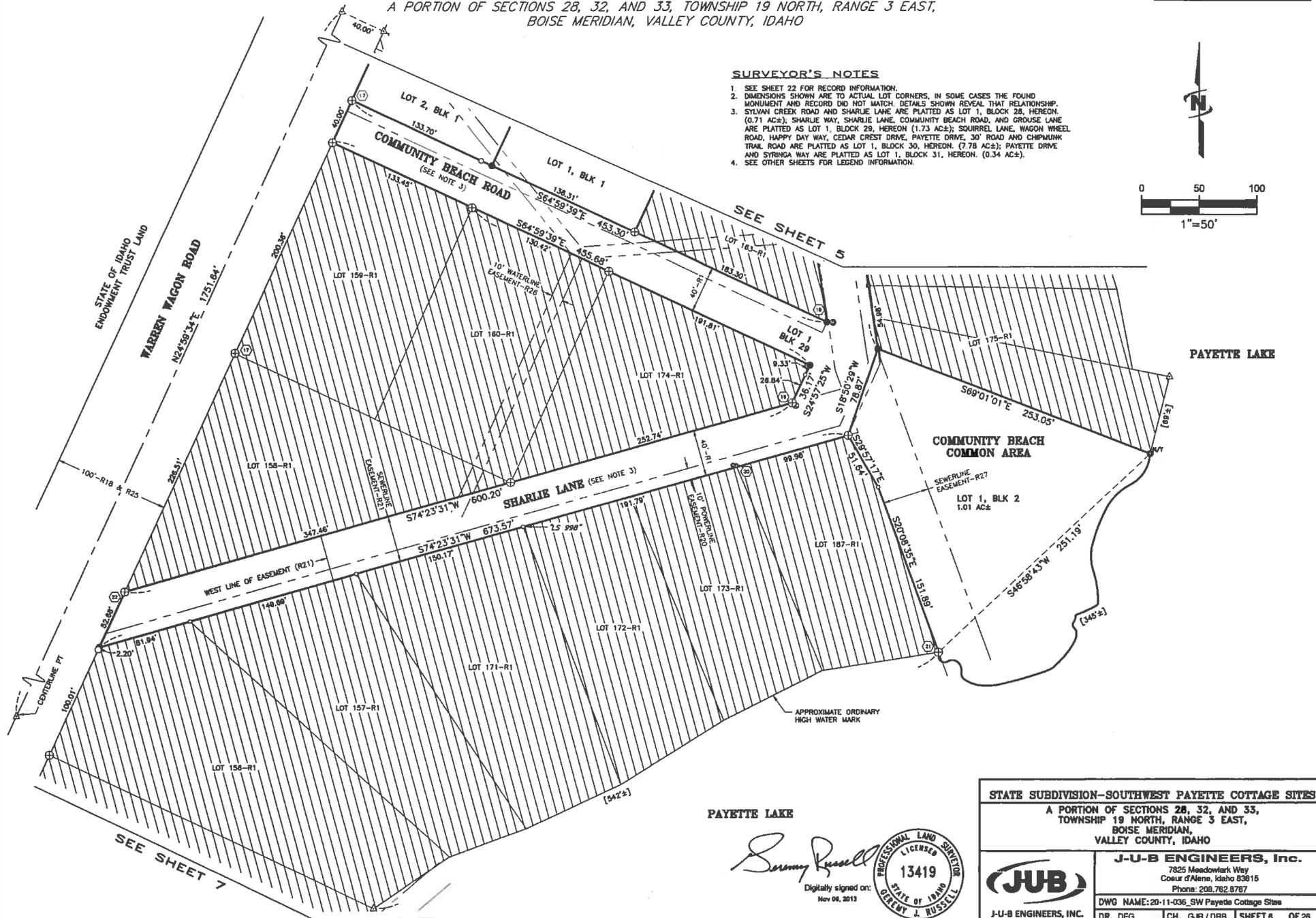
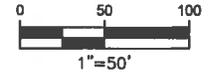
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12
INST. NO. _____

SURVEYOR'S NOTES

1. SEE SHEET 22 FOR RECORD INFORMATION.
2. DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
3. SYLVAN CREEK ROAD AND SHARIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREON. (0.71 AC±), SHARIE WAY, SHARIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1, BLOCK 29, HEREON (1.73 AC±); SQUIRREL LANE, WAGON WHEEL ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREON. (0.34 AC±).
4. SEE OTHER SHEETS FOR LEGEND INFORMATION.



PAYETTE LAKE

Sammy Russell

Digitally signed on:
Nov 06, 2013



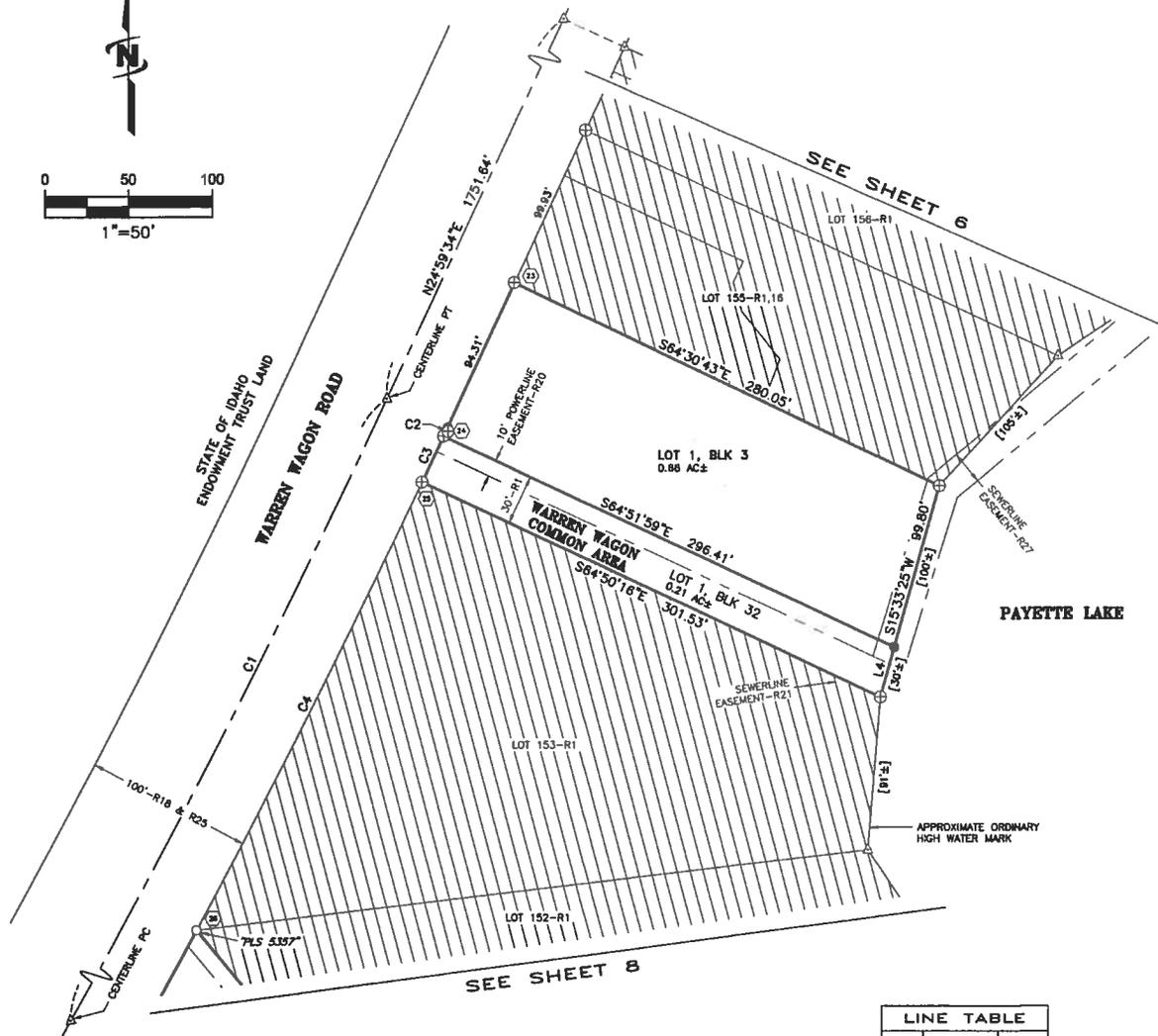
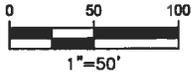
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
J-U-B ENGINEERS, Inc.		7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites		DR. DFG	
J-U-B ENGINEERS, INC.		CH. GJR / DRB	SHEET 6 OF 28
SCALE: 1"=50'		DATE: November 2013	PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

INST. NO. _____



- LEGEND**
- SECTION CORNER-AS NOTED
 - FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - FOUND IRON PIPE
 - FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND RIGHT-OF-WAY MONUMENT
 - FOUND FRAMING SPIKE
 - FOUND BOLT
 - CALCULATED POINT, NOTHING FOUND OR SET
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
 - SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
 - ROW
 - P.O.B.
 - SEE SHEETS 22 THRU 28 FOR DETAILS
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK
- NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACREAGES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

- SURVEYOR'S NOTES**
- SEE SHEET 22 FOR RECORD INFORMATION.
 - DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
 - SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREDON. (1.73 AC±); SQUIRREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHEMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON. (0.34 AC±).

Surrey Russell
 Digitally signed on:
 Nov 06, 2013

LINE TABLE

LINE #	DIRECTION	LENGTH
L4	S15°33'25"W	30.58'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	586.74'	5729.58'	5°52'03"	N27°58'35"E	586.49'
C2	5.83'	5769.58'	0°03'28"	N25°01'18"E	5.83'
C3	30.00'	5769.58'	0°17'53"	N25°11'59"E	30.00'
C4	298.06'	5769.58'	2°57'36"	N28°40'43"E	298.03'

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES
 A PORTION OF SECTIONS 28, 32, AND 33,
 TOWNSHIP 19 NORTH, RANGE 3 EAST,
 BOISE MERIDIAN,
 VALLEY COUNTY, IDAHO

J-U-B ENGINEERS, Inc.
 7825 Meadowlark Way
 Coeur d'Alene, Idaho 83815
 Phone: 208.782.8787

DWG NAME: 20-11-036_SW Payette Cottage Sites
 DR. DFG CH. GJR / DRB SHEET 7 OF 28
 SCALE: 1"=50' DATE: November 2013 PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

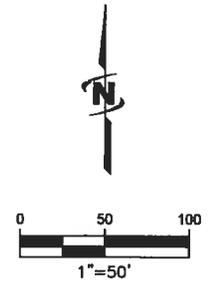
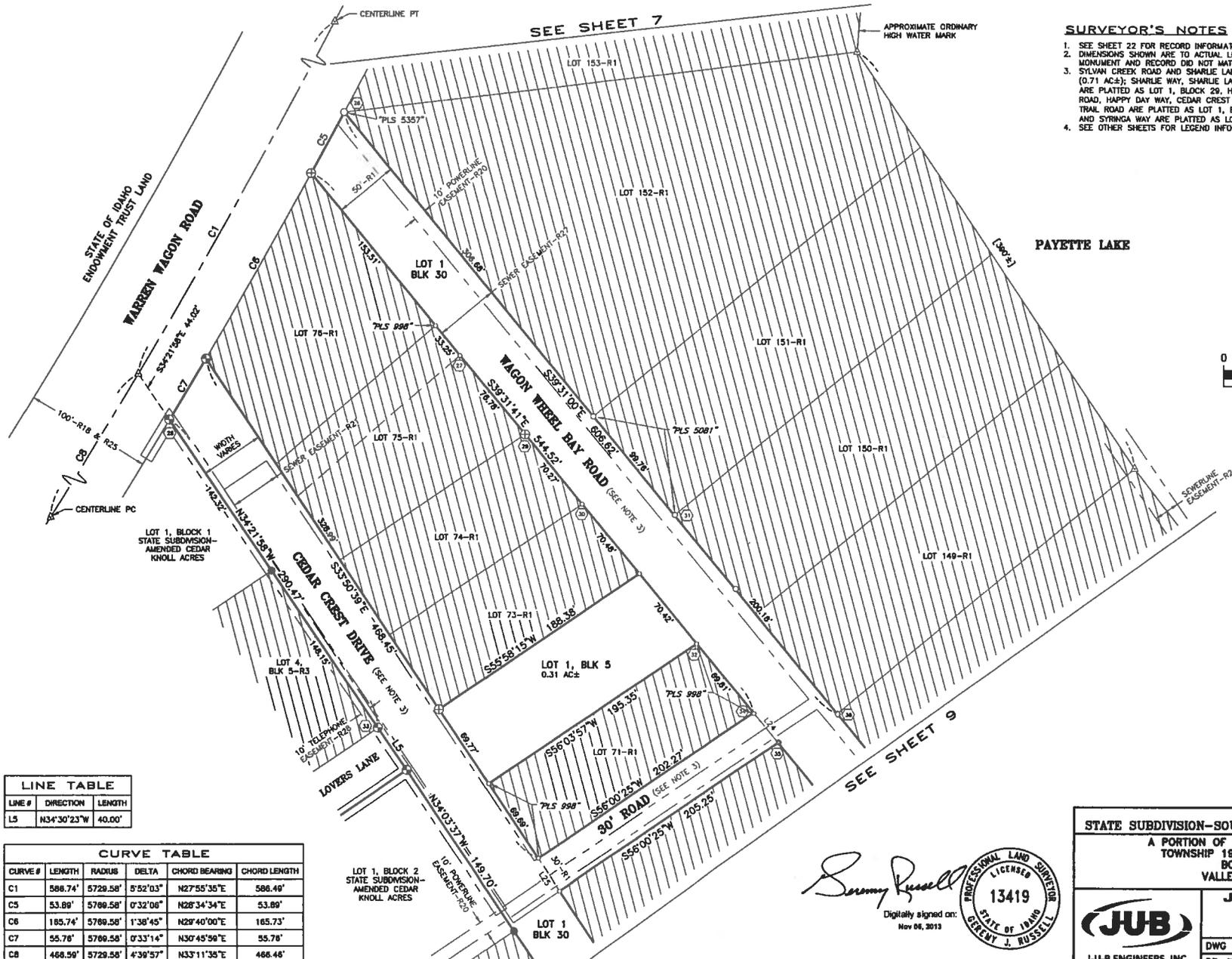
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____

SURVEYOR'S NOTES

- SEE SHEET 22 FOR RECORD INFORMATION
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS. IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1, BLOCK 29, HEREDON (1.73 AC±); SOURREL LANE, WAGON WHEEL ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON (0.34 AC±).
- SEE OTHER SHEETS FOR LEGEND INFORMATION.



LINE #	DIRECTION	LENGTH
L5	N34°30'23"W	40.00'

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	588.74'	5729.58'	5°52'03"	N27°55'36"E	588.49'
C5	53.89'	5786.58'	0°32'08"	N28°34'34"E	53.89'
C6	185.74'	5786.58'	1°38'45"	N29°40'00"E	185.73'
C7	55.78'	5786.58'	0°33'14"	N30°45'59"E	55.78'
C8	466.59'	5729.58'	4°39'57"	N33°11'38"E	466.46'

Sammy Russell
 Digitally signed on:
 Nov 06, 2013

PROFESSIONAL LAND SURVEYOR
 LICENSED
 13419
 STATE OF IDAHO
 GREGORY J. RUSSELL

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES
 A PORTION OF SECTIONS 28, 32, AND 33,
 TOWNSHIP 19 NORTH, RANGE 3 EAST,
 BOISE MERIDIAN,
 VALLEY COUNTY, IDAHO

J-U-B ENGINEERS, Inc.
 7825 Meadowlark Way
 Coeur d'Alene, Idaho 83815
 Phone: 208.762.8787

J-U-B ENGINEERS, INC.
 DR. DFG CH. GJR/DRB SHEET B OF 28
 SCALE: 1"=50' DATE: November 2013 PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____

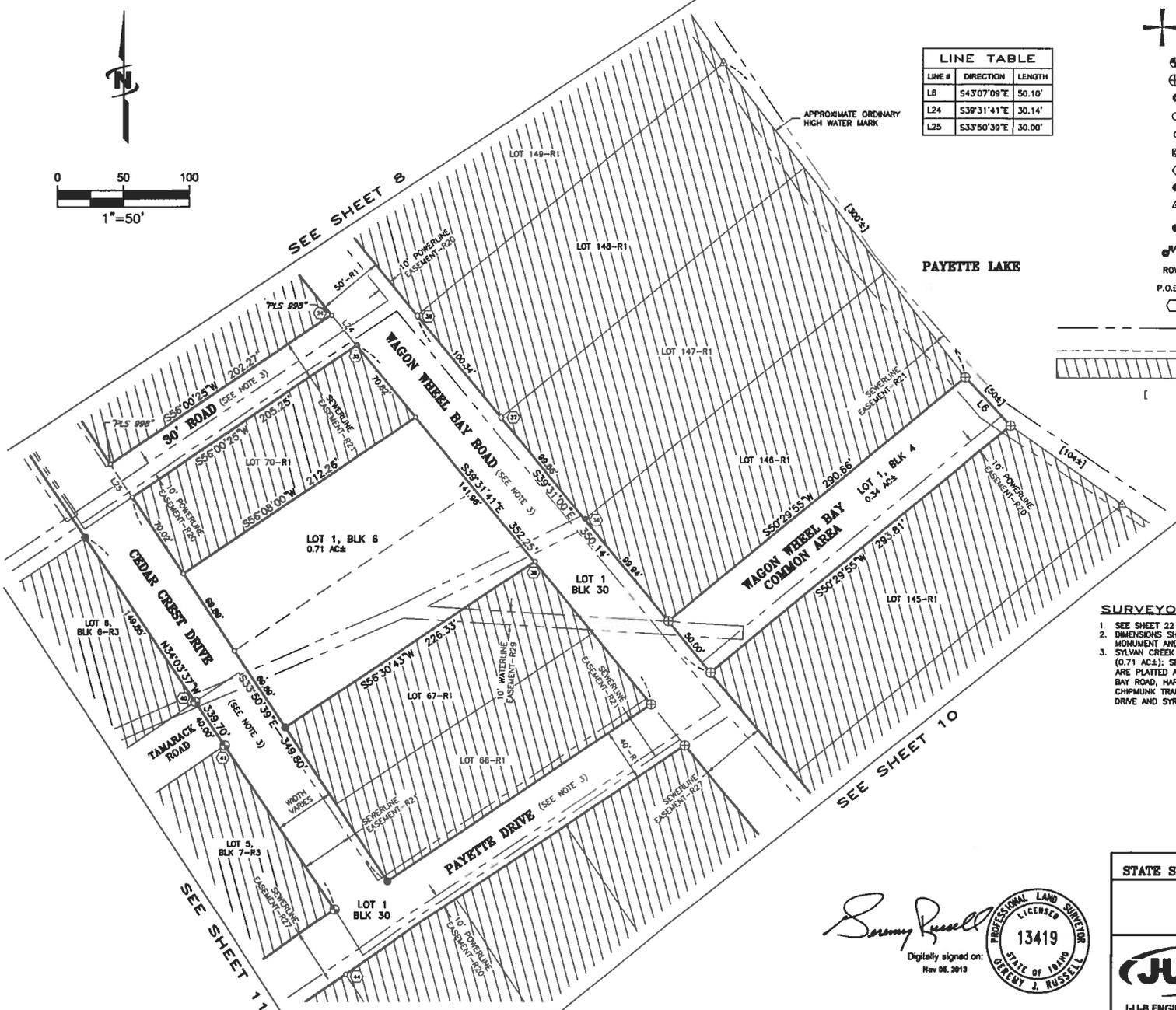
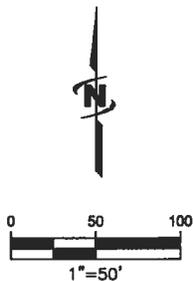
LEGEND



SECTION CORNER-AS NOTED

- ⊕ FOUND BRASS CAP
- ⊕ FOUND ALUMINUM CAP
- ⊕ FOUND IRON PIPE
- FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- ⊠ FOUND RIGHT-OF-WAY MONUMENT
- ◇ FOUND FRAMING SPIKE
- FOUND BOLT
- △ CALCULATED POINT, NOTHING FOUND OR SET
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- ⊕ SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
- ROW RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- SEE SHEETS 22 THRU 28 FOR DETAILS
- EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
- - - CALCULATED LINE OR MATHEMATICAL TIE LINE
- [/ / /] PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
- [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

LINE #	DIRECTION	LENGTH
L8	S43°07'09"E	50.10'
L24	S39°31'41"E	30.14'
L25	S33°50'39"E	30.00'



SURVEYOR'S NOTES

- SEE SHEET 22 FOR RECORD INFORMATION.
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS. IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREON. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREON. (1.73 AC±); SOURREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREON. (0.34 AC±).

Sammy Russell
 Digitally signed on:
 Nov 04, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES	
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO	
J-U-B ENGINEERS, Inc.	
7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites	
J-U-B ENGINEERS, INC.	DR. DFG CH. GJR / DRB SHEET 9 OF 28
SCALE: 1"=50'	DATE: November 2013 PROJ. NO.: 20-11-036

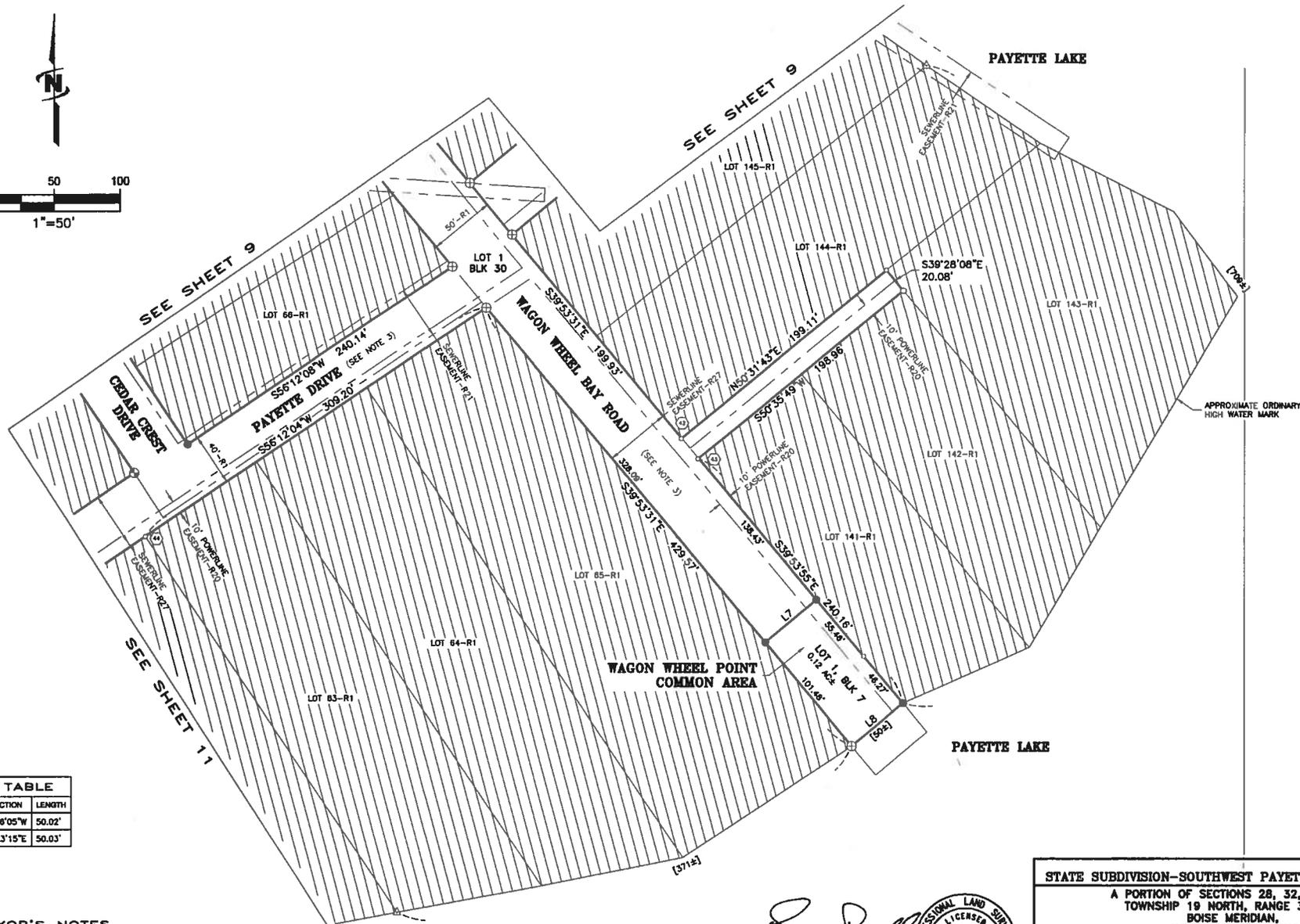
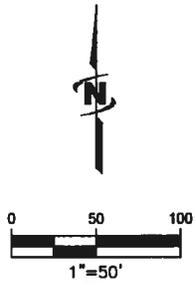


STATE SUBDIVISION—SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____



LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	S50°08'05"W	50.02'
L8	N50°23'15"E	50.03'

SURVEYOR'S NOTES

- SEE SHEET 22 FOR RECORD INFORMATION.
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1, BLOCK 29, HEREDON. (1.73 AC±); SQUIRREL LANE, WAGON WHEEL ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON. (0.34 AC±).
- SEE OTHER SHEETS FOR LEGEND INFORMATION.

Sammy Russell

Digitally signed on:
Nov 08, 2013



STATE SUBDIVISION—SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33,
TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN,
VALLEY COUNTY, IDAHO

J-U-B ENGINEERS, Inc.

7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
Phone: 208.762.8787



DWG NAME: 20-11-036_SW Payette Cottage Sites
J-U-B ENGINEERS, INC. DR. DFG CH. GJR / DRB SHEET 10 OF 28

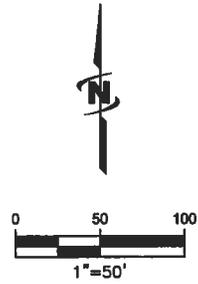
SCALE: 1"=50' DATE: November 2013 PROJ. NO.: 20-11-036

STATE SUBDIVISION--SOUTHWEST PAYETTE COTTAGE SITES

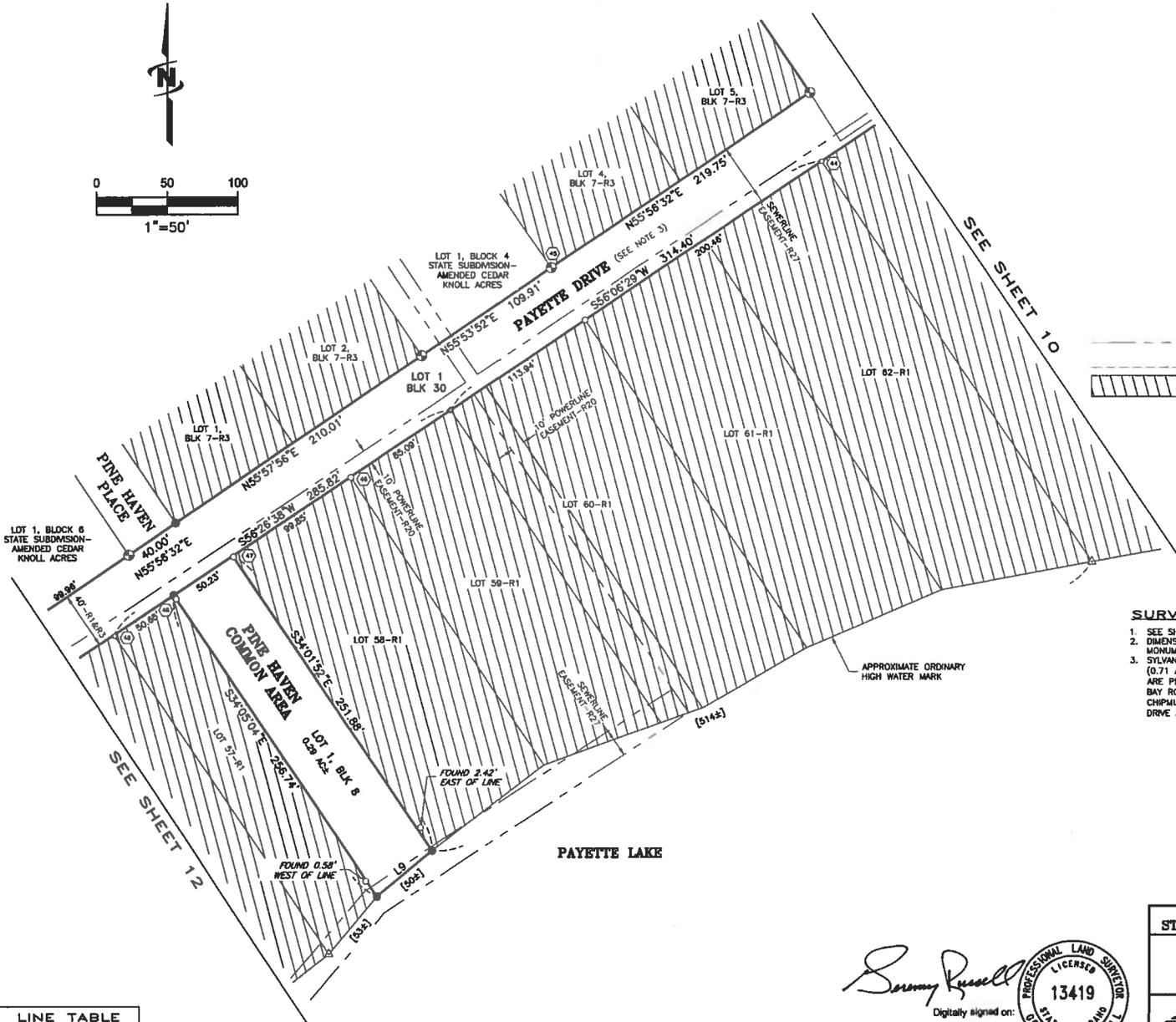
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____



- ### LEGEND
- SECTION CORNER-AS NOTED
 - FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - FOUND IRON PIPE
 - FOUND 5/8" REBAR, NO CAP OR ILLIGIBLE--UNLESS OTHERWISE NOTED
 - FOUND 1/2" REBAR, NO CAP OR ILLIGIBLE--UNLESS OTHERWISE NOTED
 - FOUND RIGHT-OF-WAY MONUMENT
 - FOUND FRAMING SPIKE
 - FOUND BOLT
 - CALCULATED POINT, NOTHING FOUND OR SET
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
 - SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
 - RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - SEE SHEETS 22 THRU 28 FOR DETAILS
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
 - APPROXIMATE LOT FRONTAGE, ALONG ORDINARY HIGH WATER MARK



NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACREAGES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

SURVEYOR'S NOTES

- SEE SHEET 22 FOR RECORD INFORMATION.
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS. IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- STILMAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREON. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREON. (1.73 AC±); SQUIRREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREON. (7.78 AC±); PAYETTE DRIVE AND STRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREON. (0.34 AC±).

LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	S50°53'36"W	50.19'

Soremy Russell
Digitally signed on:
Nov 06, 2013

STATE SUBDIVISION--SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
		J-U-B ENGINEERS, Inc. 7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites		DR. DFG	
J-U-B ENGINEERS, INC.		CH. GJR / DRB	SHEET 11 OF 28
SCALE: 1"=60'	DATE: November 2013	PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____

LEGEND

SECTION CORNER-AS NOTED

- ⊕ FOUND BRASS CAP
- ⊕ FOUND ALUMINUM CAP
- ⊙ FOUND IRON PIPE
- FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- ⊠ FOUND RIGHT-OF-WAY MONUMENT
- ◇ FOUND FRAMING SPIKE
- FOUND BOLT
- △ CALCULATED POINT, NOTHING FOUND OR SET
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
- RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- SEE SHEETS 22 THRU 28 FOR DETAILS

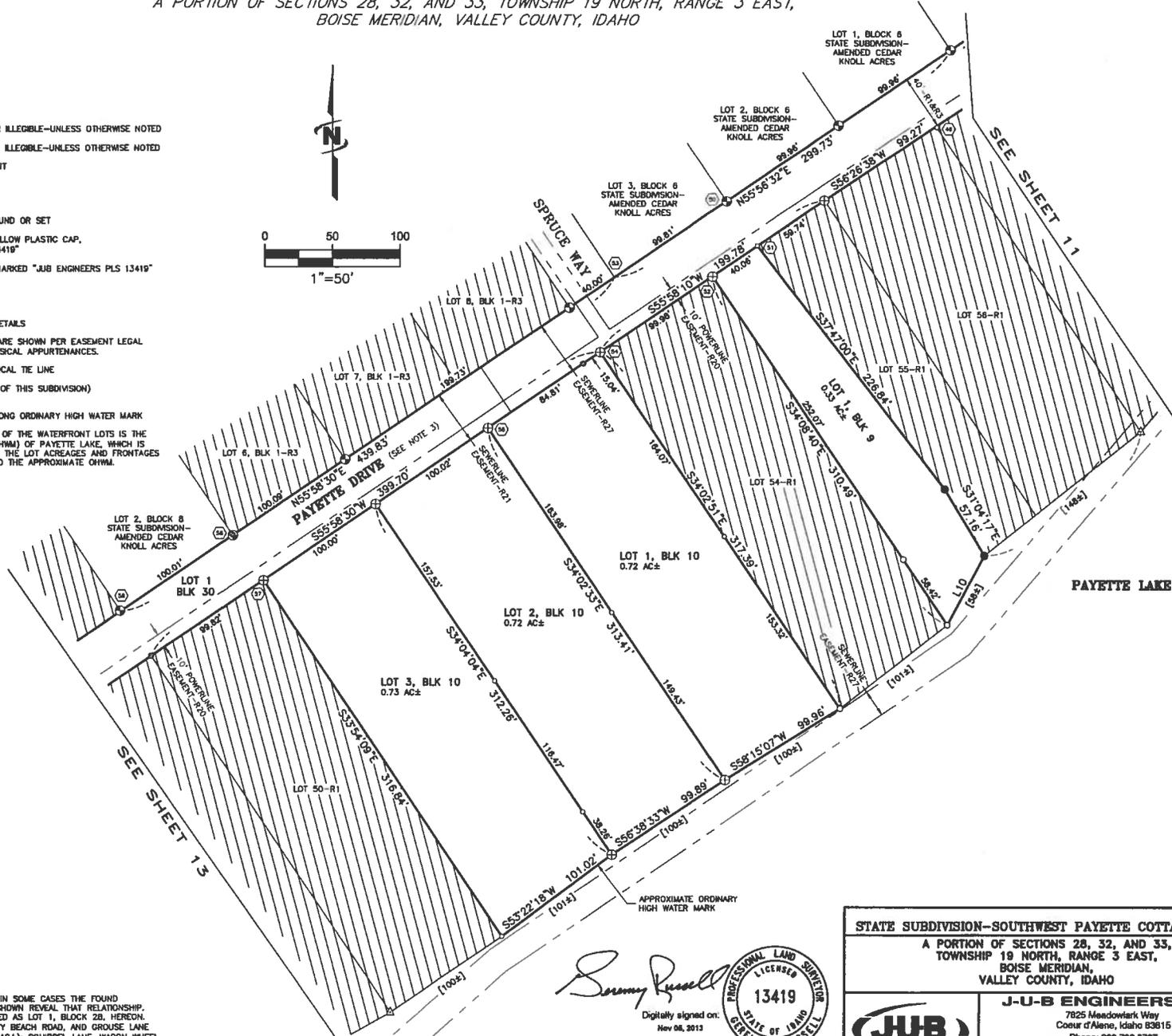
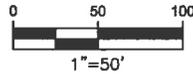
EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.

CALCULATED LINE OR MATHEMATICAL TIE LINE

PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)

[] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACRES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	S28°11'10"W	58.03'

SURVEYOR'S NOTES

- SEE SHEET 22 FOR RECORD INFORMATION.
- DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS. IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
- SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDN. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDN. (1.73 AC±); SQUIRREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDN. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDN. (0.34 AC±).

Sammy Russell
 Digitally signed on:
 Nov 08, 2013



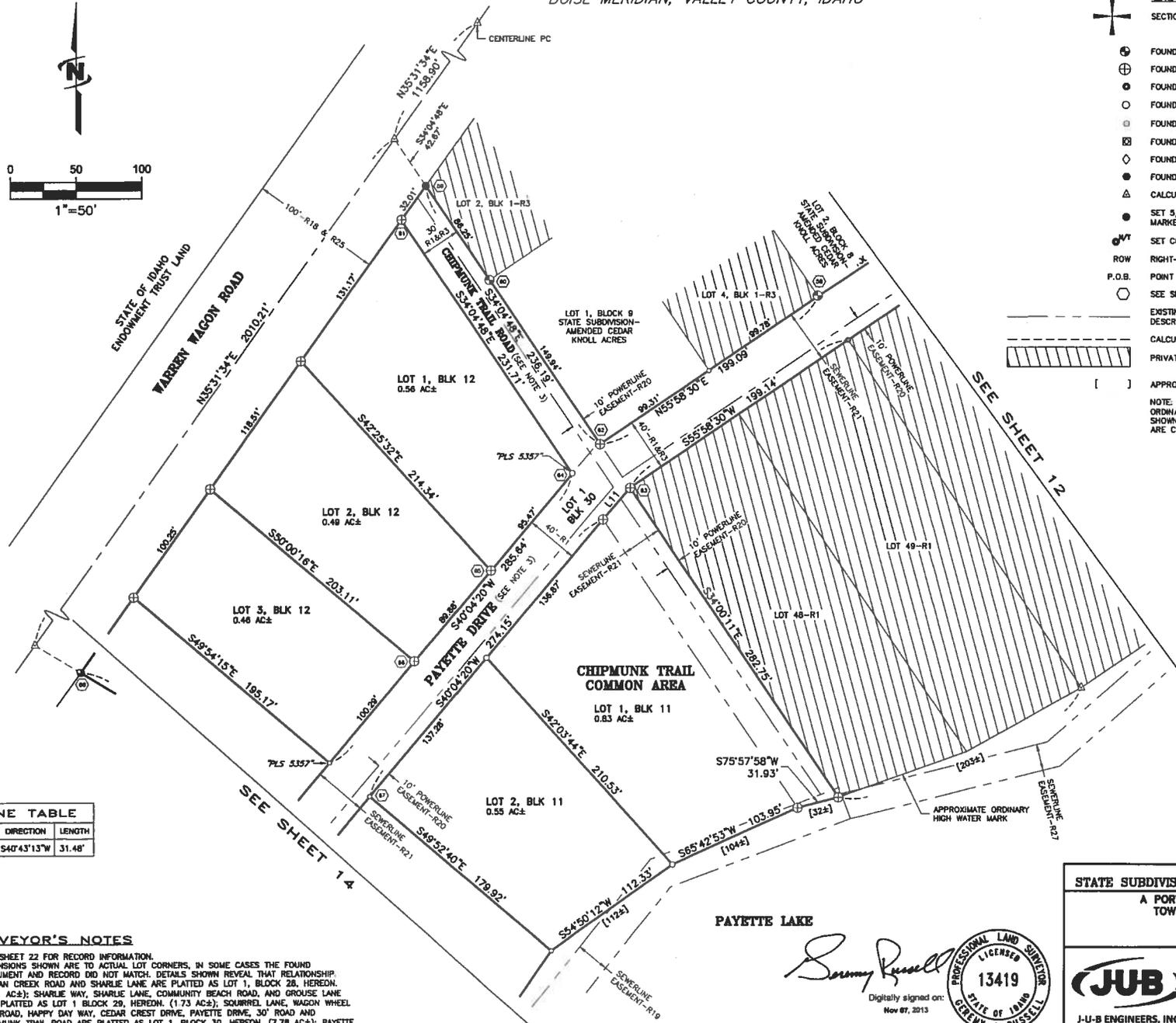
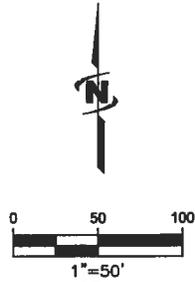
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES	
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO	
J-U-B ENGINEERS, Inc. 7825 Meadowmark Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites	DR. DFG CH. GLR / DRB SHEET 12 OF 28
J-U-B ENGINEERS, INC.	SCALE: 1"=50'
DATE: November 2013	PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

INST. NO. _____



LEGEND

- ⊕ SECTION CORNER-AS NOTED
 - ⊙ FOUND BRASS CAP
 - ⊕ FOUND ALUMINUM CAP
 - FOUND IRON PIPE
 - FOUND 5/8" REBAR, NO CAP OR ILEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND 1/2" REBAR, NO CAP OR ILEGIBLE-UNLESS OTHERWISE NOTED
 - ⊠ FOUND RIGHT-OF-WAY MONUMENT
 - ◇ FOUND FRAMING SPIKE
 - FOUND BOLT
 - △ CALCULATED POINT, NOTHING FOUND OR SET
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JOB ENGINEERS PLS 13419"
 - ⊕ SET CONCRETE NAIL AND TAG, MARKED "JOB ENGINEERS PLS 13419"
 - ROW RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - SEE SHEETS 22 THRU 28 FOR DETAILS
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK
- NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACREAGES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	S40°43'13"W	31.48'

SURVEYOR'S NOTES

1. SEE SHEET 22 FOR RECORD INFORMATION.
2. DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
3. SYLVAN CREEK ROAD AND CHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON. (0.71 AC±); CHARLIE WAY, CHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREDON. (1.73 AC±); SOURREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON. (0.34 AC±).

PAYETTE LAKE

Sammy Russell
Digitally signed on:
Nov 07, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33,
TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN,
VALLEY COUNTY, IDAHO



J-U-B ENGINEERS, Inc.

7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
Phone: 208.762.8787

J-U-B ENGINEERS, INC.

DWG NAME: 20-11-036_SW Payette Cottage Sites
DR. DFG CH. GJR / DRB SHEET 13 OF 28

SCALE: 1"=50'

DATE: November 2013

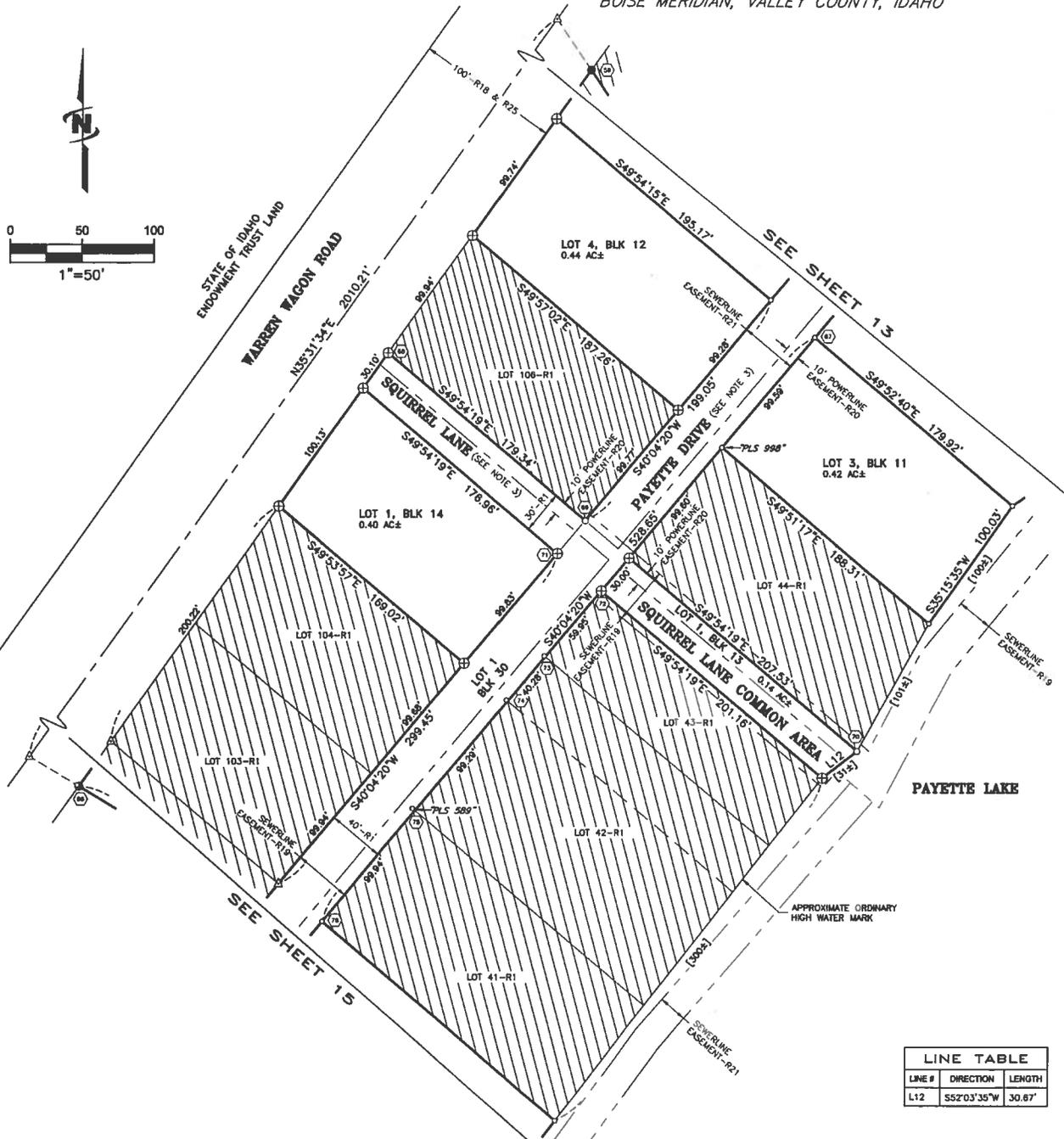
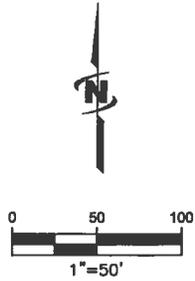
PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

INST. NO. _____



- LEGEND**
- SECTION CORNER-AS NOTED
 - FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - FOUND IRON PIPE
 - FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND RIGHT-OF-WAY MONUMENT
 - FOUND FRAMING SPIKE
 - FOUND BOLT
 - CALCULATED POINT, NOTHING FOUND OR SET
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
 - SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
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 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
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- SURVEYOR'S NOTES**
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Surrey Russell
 Digitally signed on:
 Nov 06, 2013

LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	S52°03'35"W	30.87'

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES
 A PORTION OF SECTIONS 28, 32, AND 33,
 TOWNSHIP 19 NORTH, RANGE 3 EAST,
 BOISE MERIDIAN,
 VALLEY COUNTY, IDAHO

J-U-B ENGINEERS, Inc.
 7825 Meadowlark Way
 Coeur d'Alene, Idaho 83815
 Phone: 208.762.8787

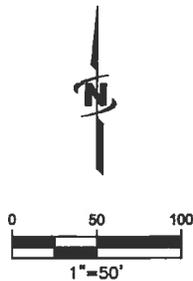
J-U-B ENGINEERS, INC.
 DWG NAME: 20-11-036_SW Payette Cottage Sites
 DR. DFG CH. GJR/DPB SHEET 14 OF 28
 SCALE: 1"=50' DATE: November 2013 PROJ. NO.: 20-11-036

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

PLAT BOOK 13 PAGE 12

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

INST. NO. _____



- LEGEND**
- ⊕ SECTION CORNER-AS NOTED
 - ⊕ FOUND BRASS CAP
 - ⊕ FOUND ALUMINUM CAP
 - ⊕ FOUND IRON PIPE
 - ⊕ FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - ⊕ FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - ⊕ FOUND RIGHT-OF-WAY MONUMENT
 - ⊕ FOUND FRAMING SPIKE
 - ⊕ FOUND BOLT
 - ⊕ CALCULATED POINT, NOTHING FOUND OR SET
 - ⊕ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
 - ⊕ SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
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 - - - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - ▨ PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

SURVEYOR'S NOTES

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Surveyor's Signature
 Digitally signed on: Nov 06, 2013

LINE #	DIRECTION	LENGTH
L13	S50°39'09"W	30.30'
L14	S35°31'34"W	20.10'
L15	S57°25'08"E	41.76'
L16	S44°54'25"E	81.73'
L17	S49°56'41"E	48.81'

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33,
TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN,
VALLEY COUNTY, IDAHO

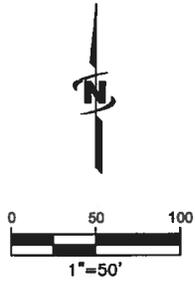
	J-U-B ENGINEERS, Inc.		
	7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8767		
DWG NAME: 20-11-036_SW Payette Cottage Sites	DR. DFG	CH. GJR / DRB	SHEET 15 OF 28
SCALE: 1"=50'	DATE: November 2013	PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

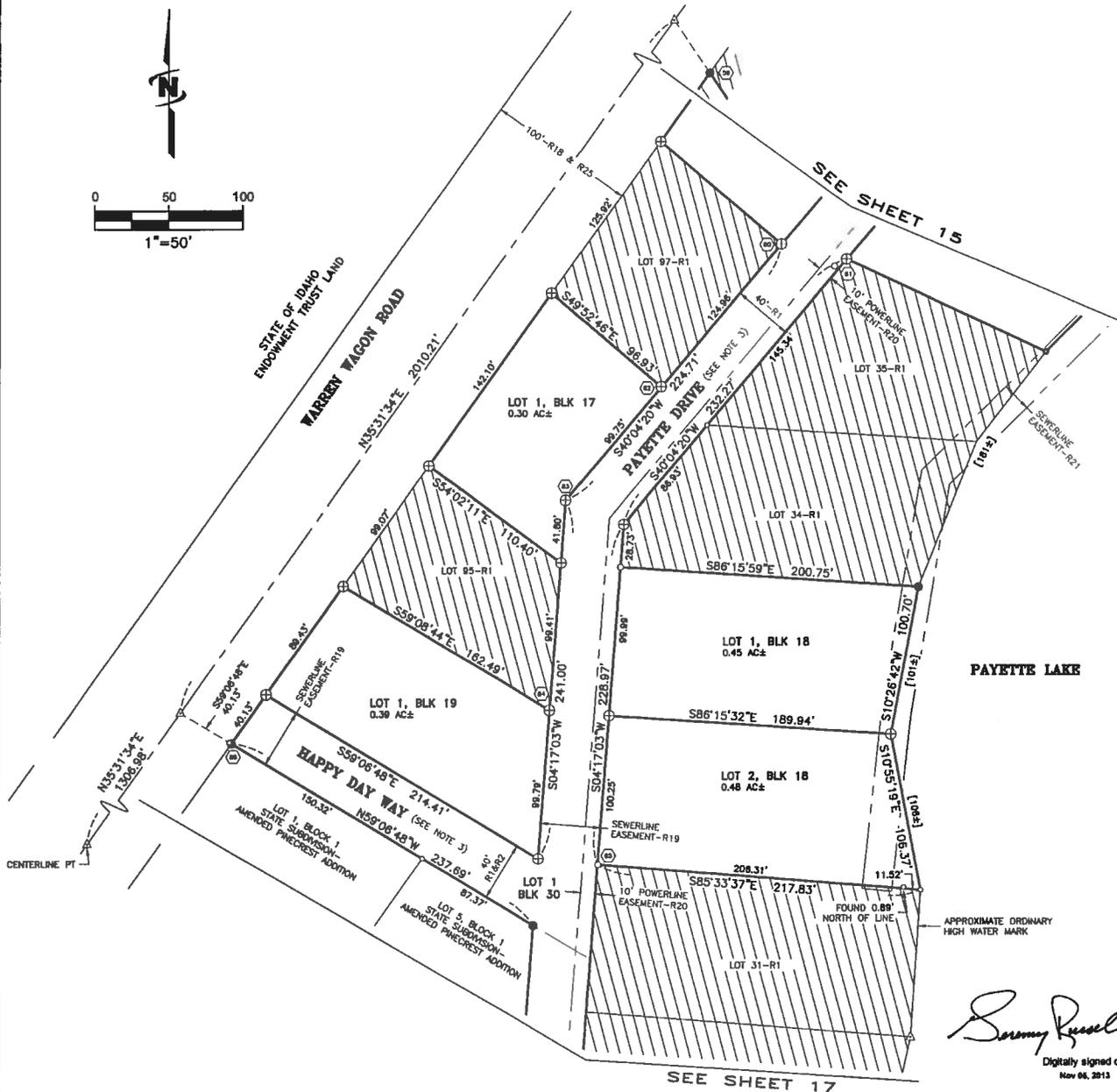
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____



- LEGEND**
- ⊕ SECTION CORNER-AS NOTED
 - ⊙ FOUND BRASS CAP
 - ⊕ FOUND ALUMINUM CAP
 - ⊙ FOUND IRON PIPE
 - FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - ⊠ FOUND RIGHT-OF-WAY MONUMENT
 - ◇ FOUND FRAMING SPIKE
 - FOUND BOLT
 - △ CALCULATED POINT, NOTHING FOUND OR SET
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JOB ENGINEERS PLS 13419"
 - ⊕ SET CONCRETE NAIL AND TAG, MARKED "JOB ENGINEERS PLS 13419"
 - ROW RIGHT-OF-WAY
 - P.O.B POINT OF BEGINNING
 - SEE SHEETS 22 THRU 26 FOR DETAILS
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - ▨ PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK



SURVEYOR'S NOTES

1. SEE SHEET 22 FOR RECORD INFORMATION.
2. DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS. IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
3. SYLVAN CREEK ROAD AND SHARLE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON. (0.71 AC±); SHARLE WAY, SHARLE LAKE, COMMUNITY BEACH ROAD, AND GROUSE LAKE ARE PLATTED AS LOT 1 BLOCK 29, HEREDON. (1.73 AC±); SQUARREL LANE, WAGDON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON. (7.78 AC±); PAYETTE DRIVE AND STRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON. (0.34 AC±).

Sammy Russell
 Digitally signed on:
 Nov 06, 2013

PROFESSIONAL LAND SURVEYOR
 LICENSED
 13419
 STATE OF IDAHO
 GREGORY J. RUSSELL

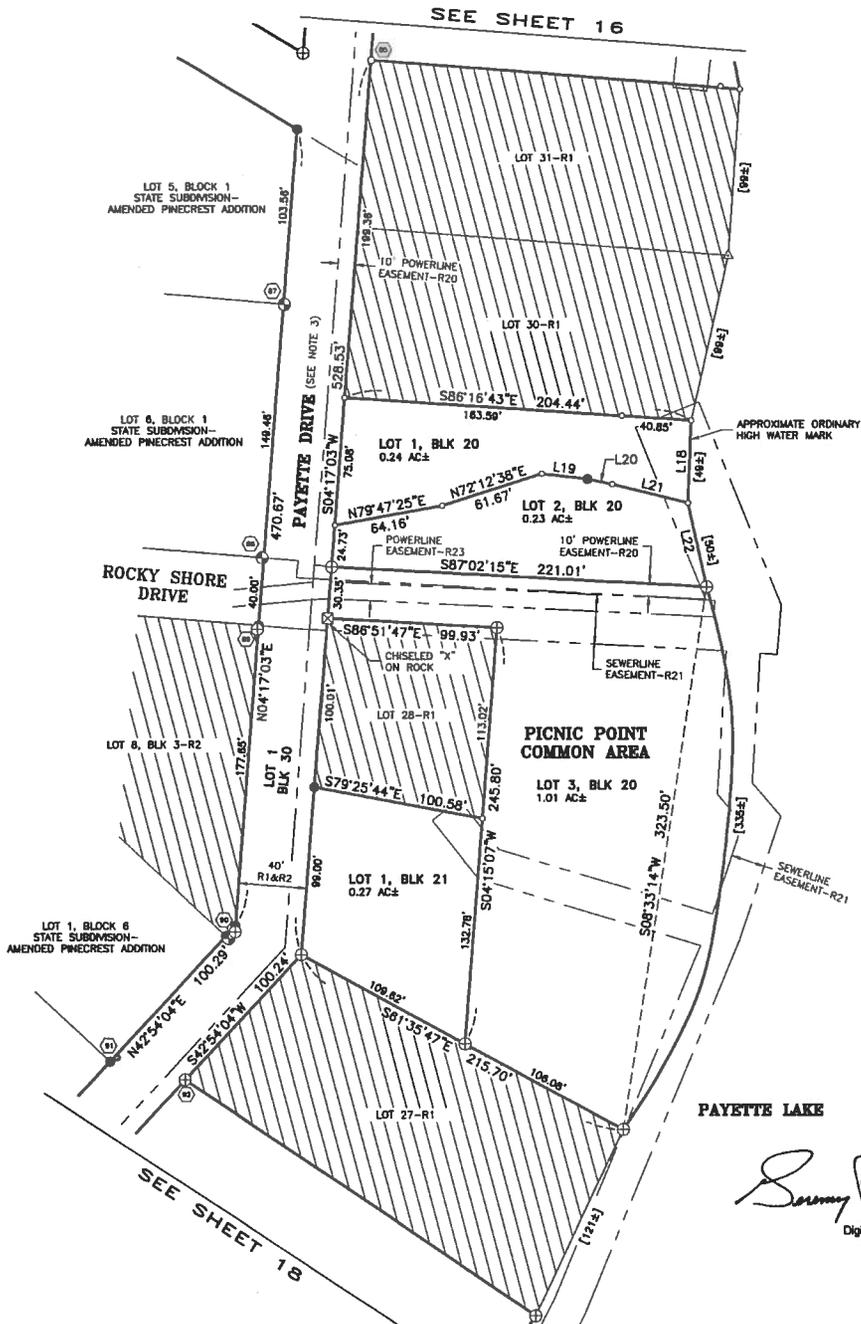
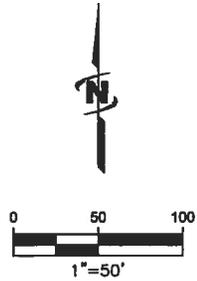
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
J-U-B ENGINEERS, Inc. 7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787			
DWG NAME: 20-11-036_SW Payette Cottage Sites			
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR/DRB	SHEET 16 OF 26
SCALE: 1"=50'	DATE: November 2013	PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____



- LEGEND**
- ⊕ SECTION CORNER-AS NOTED
 - ⊙ FOUND BRASS CAP
 - ⊕ FOUND ALUMINUM CAP
 - ⊙ FOUND IRON PIPE
 - FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
 - ⊠ FOUND RIGHT-OF-WAY MONUMENT
 - ◇ FOUND FRAMING SPIKE
 - FOUND BOLT
 - △ CALCULATED POINT, NOTHING FOUND OR SET
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
 - ⊙ SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
 - ROW RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - SEE SHEETS 22 THRU 26 FOR DETAILS
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
 - - - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - ▨ PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK
- NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACRES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L18	S2°06'35"W	48.54'
L19	S83°31'12"E	28.99'
L20	S78°12'12"E	14.95'
L21	S78°06'21"E	45.87'
L22	S12°38'58"E	50.41'

- SURVEYOR'S NOTES**
- SEE SHEET 22 FOR RECORD INFORMATION.
 - DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DO NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
 - SYLVAN CREEK ROAD AND SHARLIE LANE ARE PLATTED AS LOT 1, BLOCK 28, HEREDON. (0.71 AC±); SHARLIE WAY, SHARLIE LANE, COMMUNITY BEACH ROAD, AND GROUSE LANE ARE PLATTED AS LOT 1 BLOCK 29, HEREDON. (1.73 AC±); SOURREL LANE, WAGON WHEEL BAY ROAD, HAPPY DAY WAY, CEDAR CREST DRIVE, PAYETTE DRIVE, 30' ROAD AND CHIPMUNK TRAIL ROAD ARE PLATTED AS LOT 1, BLOCK 30, HEREDON. (7.78 AC±); PAYETTE DRIVE AND SYRINGA WAY ARE PLATTED AS LOT 1, BLOCK 31, HEREDON. (0.34 AC±).

Sammy Russell
 Professionally signed on:
 Nov 06, 2013

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
		J-U-B ENGINEERS, Inc. 7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787	
		DWG NAME: 20-11-036_SW Payette Cottage Sites	
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB	SHEET 17 OF 28
SCALE: 1"=50'	DATE: November 2013	PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____

LEGEND



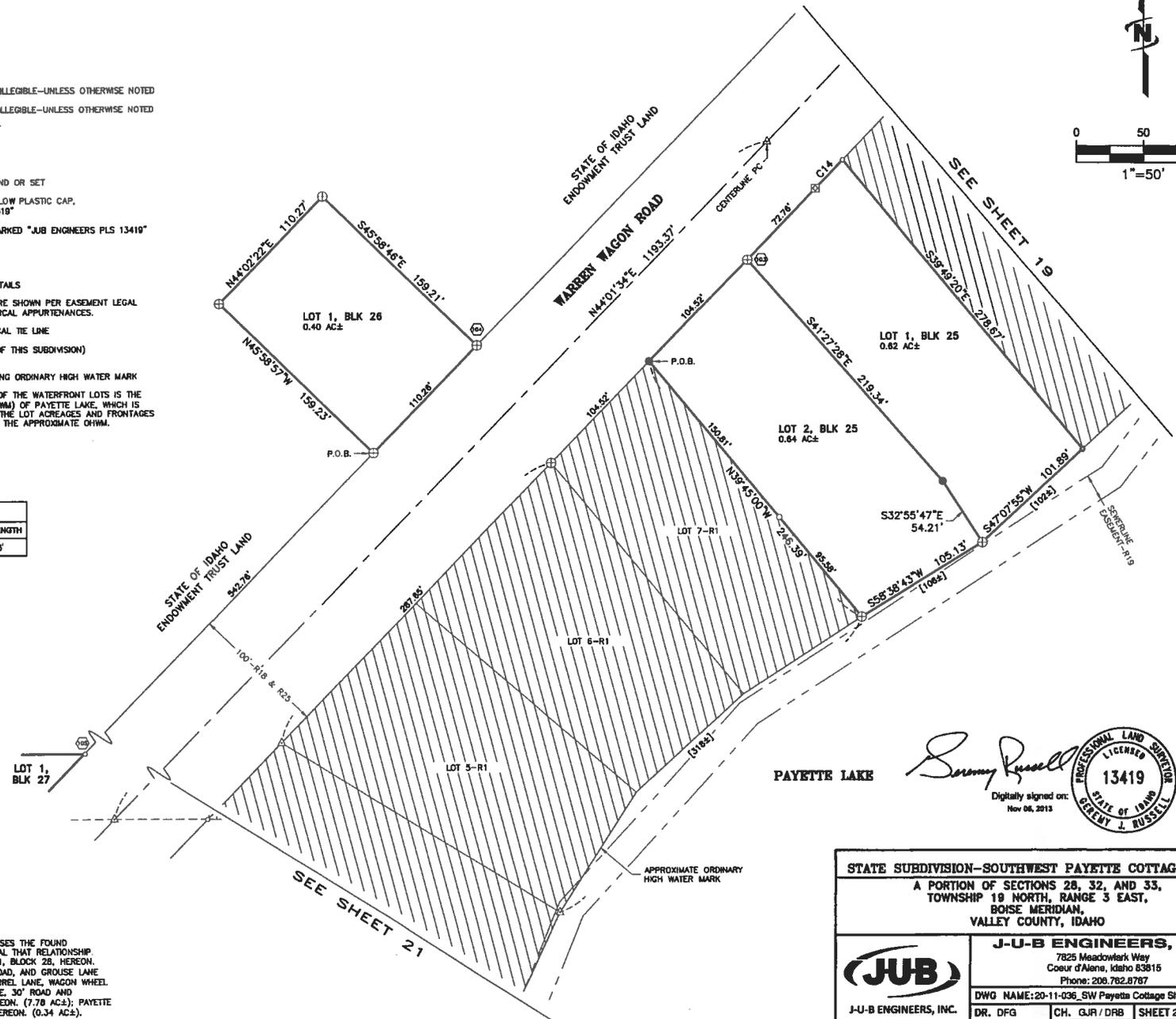
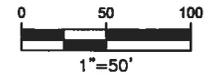
SECTION CORNER-AS NOTED

- ⊕ FOUND BRASS CAP
- ⊕ FOUND ALUMINUM CAP
- FOUND IRON PIPE
- FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
- ⊠ FOUND RIGHT-OF-WAY MONUMENT
- ◇ FOUND FRAMING SPIKE
- FOUND BOLT
- △ CALCULATED POINT, NOTHING FOUND OR SET
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
- ROW RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- SEE SHEETS 22 THRU 26 FOR DETAILS
- EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.
- - - CALCULATED LINE OR MATHEMATICAL TIE LINE
- ▨ PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)
- [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACRES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C14	29.33'	5779.58'	0°17'27"	N43°52'49"E	29.33'



SURVEYOR'S NOTES

1. SEE SHEET 22 FOR RECORD INFORMATION.
2. DIMENSIONS SHOWN ARE TO ACTUAL LOT CORNERS, IN SOME CASES THE FOUND MONUMENT AND RECORD DID NOT MATCH. DETAILS SHOWN REVEAL THAT RELATIONSHIP.
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Sammy Russell
 Digitally signed on:
 Nov 06, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
JUB		J-U-B ENGINEERS, Inc.	
7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787		DWO NAME: 20-11-036_SW Payette Cottage Sites	
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB	SHEET 20 OF 26
SCALE: 1"=50'	DATE: November 2013	PROJ. NO.: 20-11-036	



LEGEND
SECTION CORNER-AS NOTED

- ⊕ FOUND BRASS CAP
- ⊕ FOUND ALUMINUM CAP
- ⊕ FOUND IRON PIPE
- FOUND 5/8" REBAR, NO CAP OR ILLEGIBLE-UNLESS OTHERWISE NOTED
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- FOUND BOLT
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- SET CONCRETE NAIL AND TAG, MARKED "JUB ENGINEERS PLS 13419"
- ROW
- P.O.B.
- SEE SHEETS 22 THRU 26 FOR DETAILS

EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPURTENANCES.

CALCULATED LINE OR MATHEMATICAL TIE LINE

PRIVATE OWNERSHIP (NOT PART OF THIS SUBDIVISION)

APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK

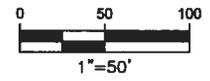
NOTE: THE LAKESIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PAYETTE LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ADJEACIES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

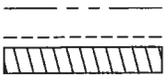
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

INST. NO. _____



FOUND ALUMINUM CAP
CP&F ON FILE



[]



FOUND BRASS CAP
CP&F ON FILE

P.O.B.

SURVEYOR'S NOTES

1. SEE SHEET 22 FOR RECORD INFORMATION.
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STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO

J-U-B ENGINEERS, Inc.

7825 Meadowmark Way
Cosar d'Alene, Idaho 83815
Phone: 208.782.8787



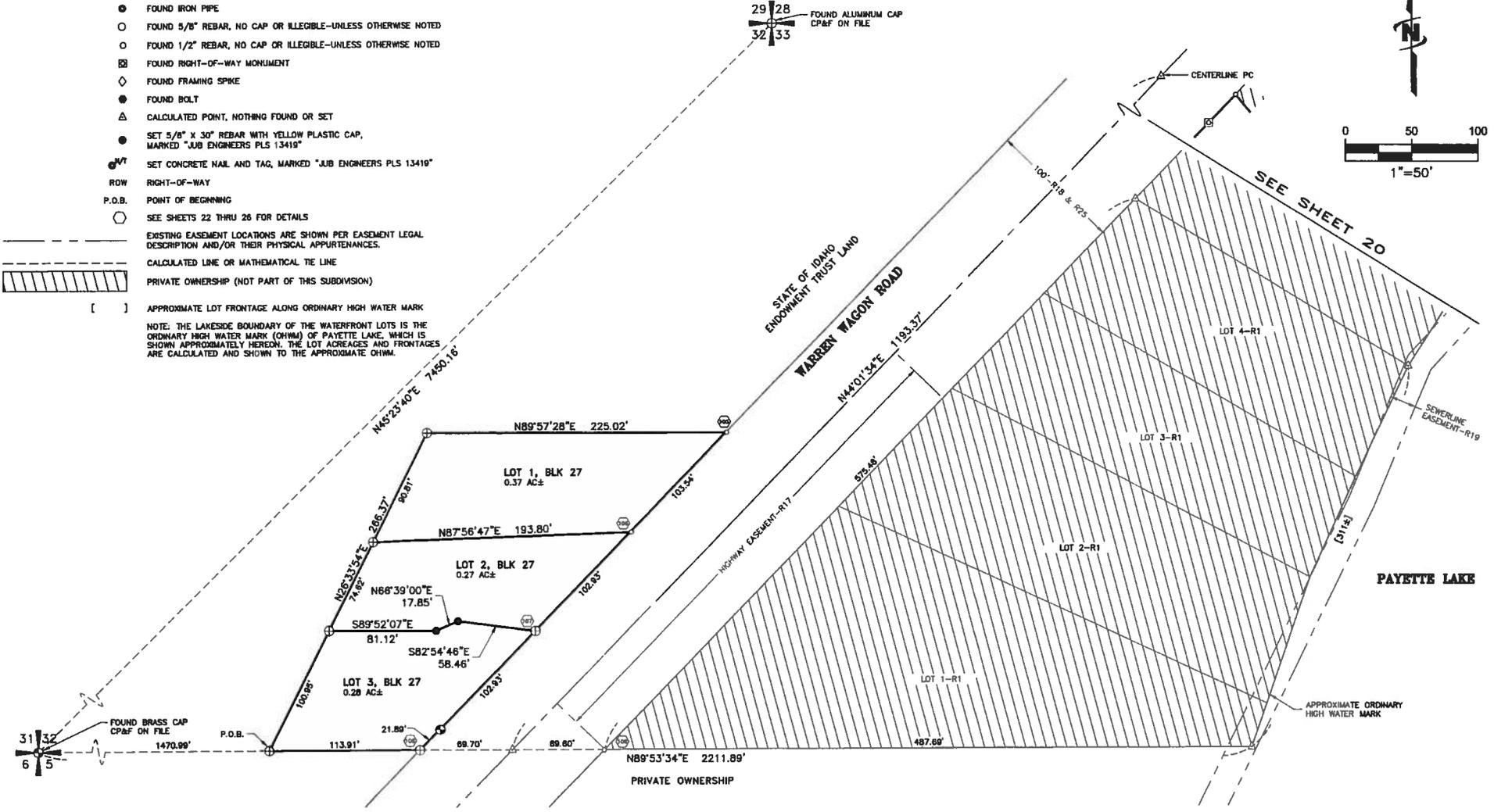
J-U-B ENGINEERS, INC.

DWG NAME: 20-11-036_SW Payette Cottage Sites
DR. DFG CH. GJR / DRB SHEET 21 OF 26

SCALE: 1"=50'

DATE: November 2013

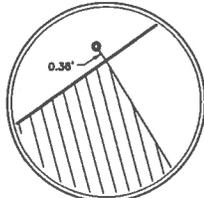
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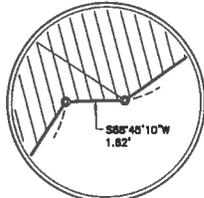
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

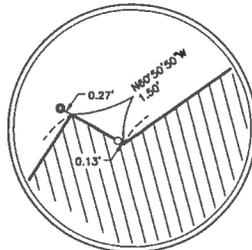
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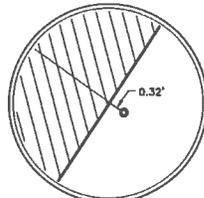
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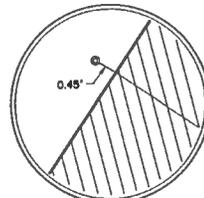
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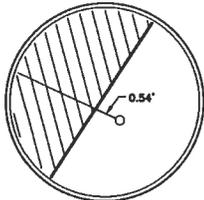
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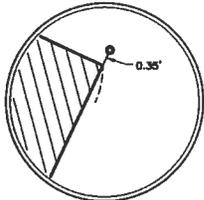
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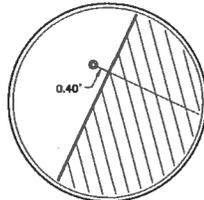
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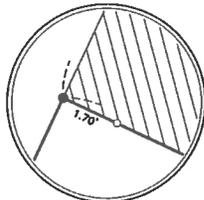
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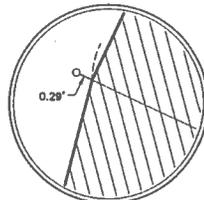
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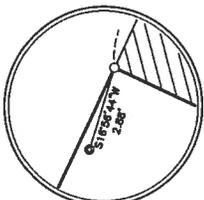
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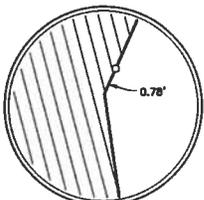
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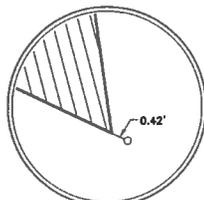
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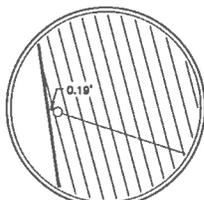
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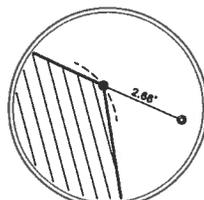
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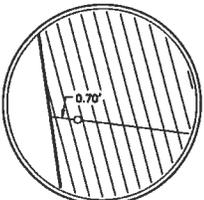
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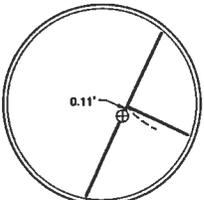
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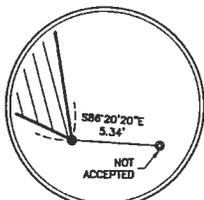
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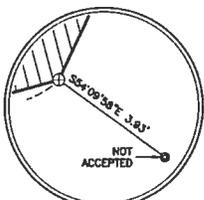
DETAIL 16
NOT TO SCALE



DETAIL 17
NOT TO SCALE



DETAIL 18
NOT TO SCALE



DETAIL 19
NOT TO SCALE

RECORD INFORMATION

- R1: AMENDED PLAT OF STATE LAND PAYETTE LAKE COTTAGE SITES BY GEORGE TUCKER, PE, DATED OCTOBER 15, 1932, BOOK 1 OF PLATS, PAGE 18A, RECORDS OF VALLEY COUNTY.
- R2: PLAT OF PINECREST ADDITION TO PAYETTE LAKE COTTAGE SITES BY VIRGIL JOHNSON, PE 382 AND HORACE PALMER, PE 285, DATED OCTOBER 15, 1947, BOOK 1 OF PLATS, PAGE 10, RECORDS OF VALLEY COUNTY.
- R3: PLAT OF CEDAR KNOLL ACRES SUBDIVISION OF PAYETTE LAKE COTTAGE SITES BY VIRGIL JOHNSON, PE 382 AND HORACE PALMER, PE 285, DATED APRIL 12, 1949, BOOK 1 OF PLATS, PAGE 8, RECORDS OF VALLEY COUNTY.
- R4: AMENDED PLAT OF LOT 1, 2, 3, AND 4 PAYETTE LAKES COTTAGE SITES BY HORACE H. PALMER, PE 285, DATED APRIL 12, 1949, BOOK 8 OF MISCELLANEOUS, PAGE 412, RECORDS OF VALLEY COUNTY.
- R5: RECORD OF SURVEY BY ROLAND MULLINEX, PE/PLS 2478, DATED AUGUST 10, 1987, INSTRUMENT NUMBER 158308, RECORDS OF VALLEY COUNTY.
- R6: RECORD OF SURVEY BY THOMAS KERR, PLS 998, DATED AUGUST 18 1987, INSTRUMENT NUMBER 156867, RECORDS OF VALLEY COUNTY.
- R7: RECORD OF SURVEY BY THOMAS KERR, PLS 998, DATED JULY 8, 1987, INSTRUMENT NUMBER 155808, RECORDS OF VALLEY COUNTY.
- R8: RECORD OF SURVEY BY THOMAS KERR, PLS 998, DATED MARCH 10, 1988, INSTRUMENT NUMBER 160363, RECORDS OF VALLEY COUNTY.
- R9: RECORD OF SURVEY BY JAMES J. HOWARD, PLS 2471, DATED SEPTEMBER 6, 1981, INSTRUMENT NUMBER 116048, RECORDS OF VALLEY COUNTY.
- R10: RECORD OF SURVEY BY JOEL W. DROULARD, PLS 5357, DATED OCTOBER 13, 1998, INSTRUMENT NUMBER 235880, RECORDS OF VALLEY COUNTY.
- R11: RECORD OF SURVEY BY JOEL W. DROULARD, PLS 5357, DATED OCTOBER 13, 1998, INSTRUMENT NUMBER 235859, RECORDS OF VALLEY COUNTY.
- R12: RECORD OF SURVEY BY THOMAS KERR, PLS 998, DATED JULY 30, 1987, INSTRUMENT NUMBER 152178, RECORDS OF VALLEY COUNTY.
- R13: RECORD OF SURVEY BY THOMAS KERR, PLS 998, DATED JULY 6, 1987, INSTRUMENT NUMBER 155807, RECORDS OF VALLEY COUNTY.
- R14: AMENDED RECORD OF SURVEY BY ROD W. SHIFTLIN, PLS 9585, DATED JANUARY 4, 2001, INSTRUMENT NUMBER 338140, RECORDS OF VALLEY COUNTY.
- R15: RECORD OF SURVEY CHARLES C. FISKE, DATED SEPTEMBER 19, 1983, UNRECORDED.
- R16: RECORD OF SURVEY BY RALPH MILLER, DATED OCTOBER 27, 2005, INSTRUMENT NUMBER 302129, RECORDS OF VALLEY COUNTY.
- R17: EASEMENT IN FAVOR OF THE STATE OF IDAHO, DATED SEPTEMBER 17, 1935, FOR HIGHWAY PURPOSES. IDL DOCUMENT NUMBER 437.
- R18: EASEMENT IN FAVOR OF THE STATE OF IDAHO, DATED JANUARY 9, 1936, FOR HIGHWAY PURPOSES. IDL DOCUMENT NUMBER 444.
- R19: PARTIALLY AMENDED EASEMENT IN FAVOR OF THE PAYETTE LAKES WATER AND SEWER DISTRICT, FOR SEWERLINE, IDL DOCUMENT NUMBER 4805-A.
- R20: EASEMENT IN FAVOR OF WEST COAST POWER COMPANY, DATED JUNE 13, 1941, FOR ELECTRIC SERVICE PURPOSES. IDL DOCUMENT NUMBER 608.
- R21: EASEMENT IN FAVOR OF PAYETTE LAKES WATER AND SEWER DISTRICT, DATED DECEMBER 15, 1983, FOR CONSTRUCTING, USING AND MAINTAINING A BURIED SANITARY SEWERLINE. IDL DOCUMENT NUMBER 5183-A.
- R22: EASEMENT IN FAVOR OF IDAHO POWER COMPANY, DATED OCTOBER 26, 2006, FOR CONSTRUCTING, USING AND MAINTAINING AN UNDERGROUND POWERLINE. IDL DOCUMENT NUMBER 6546.
- R23: EASEMENT IN FAVOR OF IDAHO POWER COMPANY, DATED JANUARY 28, 1987, FOR CONSTRUCTING, USING, AND MAINTAINING A BURIED POWERLINE. IDL DOCUMENT NUMBER 5294.
- R24: EASEMENT IN FAVOR OF VALLEY COUNTY, DATED SEPTEMBER 24, 1924, FOR CONSTRUCTING "WARREN WAGON ROAD". IDL DOCUMENT NUMBER 220.
- R25: UNITED STATES DEPARTMENT OF AGRICULTURE, BUREAU OF PUBLIC ROADS, PROJECT PHEC-21-42.82, ROUTE NO. 21 WARREN WAGON ROAD.
- R26: EASEMENT IN FAVOR OF DR. A.B. BOECK, DATED OCTOBER 25, 1983, FOR A WATER PIPELINE. IDL DOCUMENT NUMBER 2079.
- R27: EASEMENT IN FAVOR OF PAYETTE LAKE WATER AND SEWER DISTRICT, DATED SEPTEMBER 16, 1992, FOR CONSTRUCTING, USING AND MAINTAINING A BURIED SANITARY SEWERLINE. IDL DOCUMENT NUMBER 4992.
- R28: EASEMENT IN FAVOR OF CONTINENTAL TELEPHONE OF THE WEST, DATED DECEMBER 15, 1985, FOR CONSTRUCTING, USING AND MAINTAINING A BURIED TELEPHONE CABLE. IDL DOCUMENT NUMBER 5184.
- R29: EASEMENT IN FAVOR OF KATHARNA C. NIXON AND CAREY H. NIXON, DATED DECEMBER 15, 1947, FOR CONSTRUCTING A WATER PIPELINE WITH RIGHTS OF INGRESS/EGRESS. IDL DOCUMENT NUMBER 853.
- R30: EASEMENT IN FAVOR OF IDAHO POWER COMPANY, DATED JULY 27, 2004, FOR CONSTRUCTING, USING AND MAINTAINING AN UNDERGROUND POWERLINE. IDL DOCUMENT NUMBER 6432.
- R31: EASEMENT IN FAVOR OF BOISE TRUST COMPANY, DATED JUNE 11, 1942, FOR CONSTRUCTING, OPERATING AND MAINTAINING ELECTRIC LINES AND WATER PIPELINES. IDL DOCUMENT NUMBER 883.
- R32: AMENDED PLAT OF PAYETTE LAKE COTTAGE SITES LOTS 201-222 BY G.C. SCHARF, DATED JUNE 12, 1943, BOOK 1, PAGE 2, RECORDS OF VALLEY COUNTY.
- R33: INVENTORY SURVEY PREPARED BY JUB ENGINEERS, INC., 2011, ON FILE WITH THE IDAHO DEPARTMENT OF LANDS.

Sammy Russell
Digitally signed on:
Nov 08, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES
A PORTION OF SECTIONS 28, 32, AND 33,
TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN,
VALLEY COUNTY, IDAHO

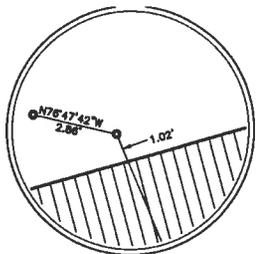
		J-U-B ENGINEERS, Inc. 7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8787	
		DWG NAME: 20-11-036_SW Payette Cottage Sites DR. DFG CH. GJR/DRB SHEET 22 OF 28	
J-U-B ENGINEERS, INC. SCALE: NONE		DATE: November 2013 PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

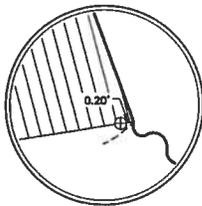
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

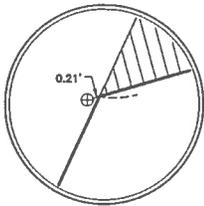
INST. NO. _____



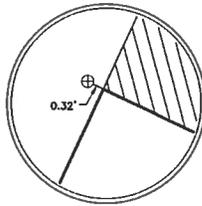
DETAIL 20
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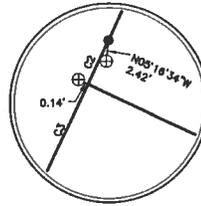
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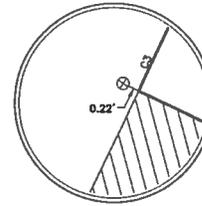
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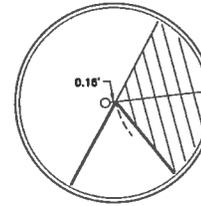
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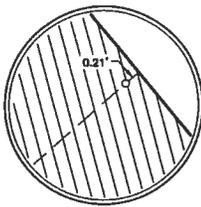
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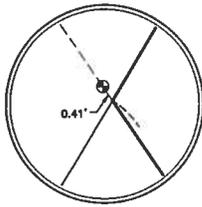
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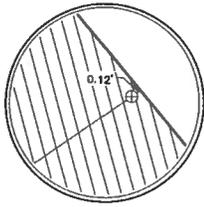
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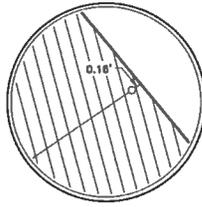
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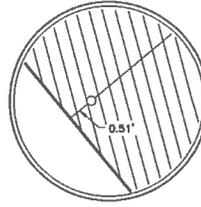
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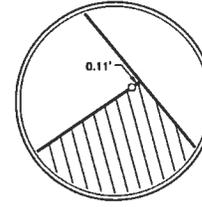
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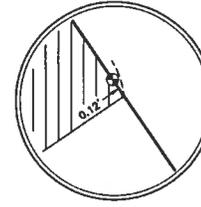
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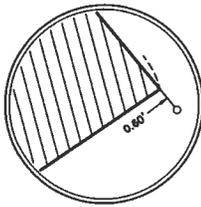
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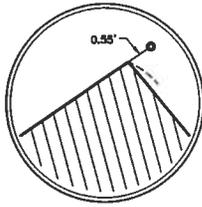
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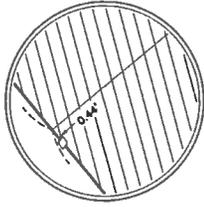
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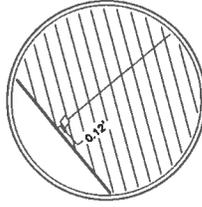
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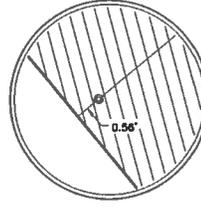
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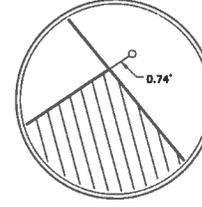
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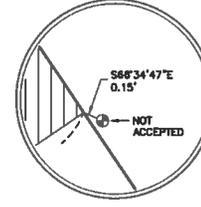
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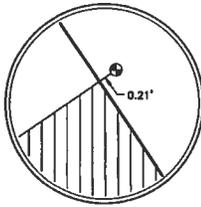
DETAIL 38
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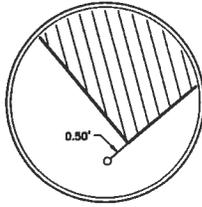
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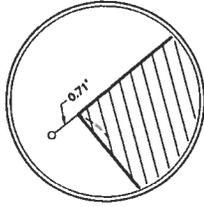
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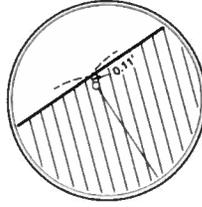
DETAIL 41
NOT TO SCALE



DETAIL 42
NOT TO SCALE



DETAIL 43
NOT TO SCALE



DETAIL 44
NOT TO SCALE

Sammy Russell
Digitally signed on:
Nov 06, 2013



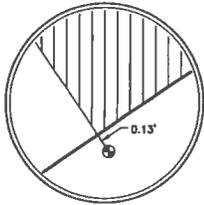
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
J-U-B ENGINEERS, Inc.		7825 Moscovitz's Way Coeur d'Alene, Idaho 83815 Phone: 208.782.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites			
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB	SHEET 23 OF 26
SCALE: NONE	DATE: November 2013	PROJ. NO.: 20-11-036	

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

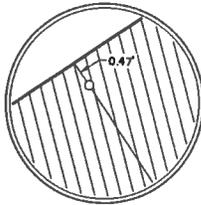
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

PLAT BOOK 13 PAGE 12

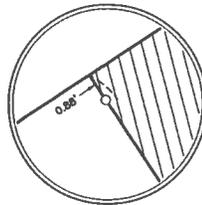
INST. NO. _____



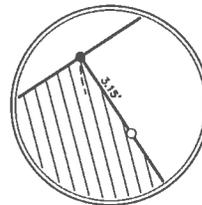
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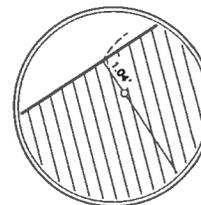
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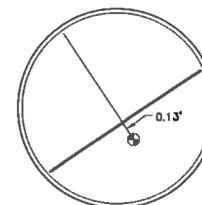
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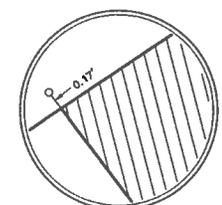
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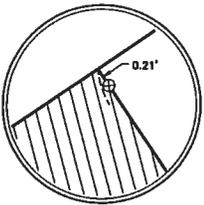
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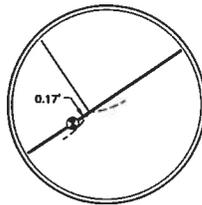
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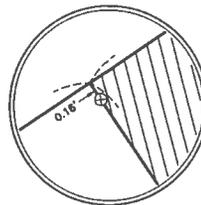
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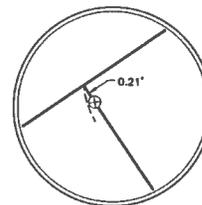
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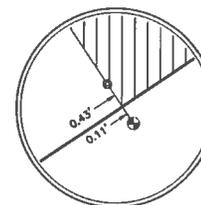
DETAIL 53
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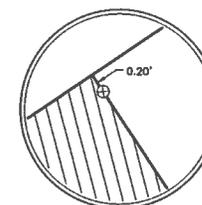
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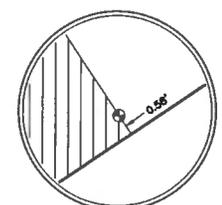
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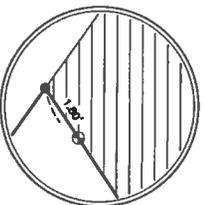
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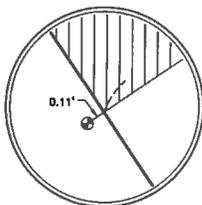
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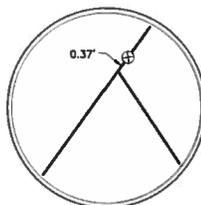
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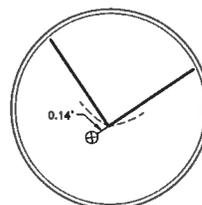
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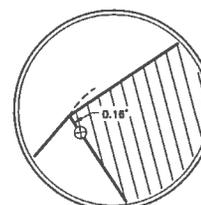
DETAIL 60
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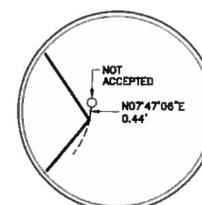
DETAIL 61
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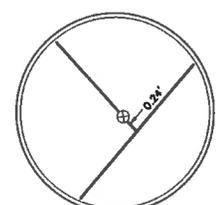
DETAIL 62
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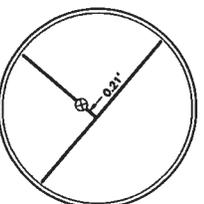
DETAIL 63
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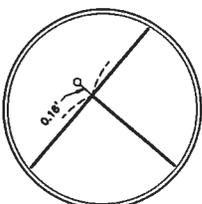
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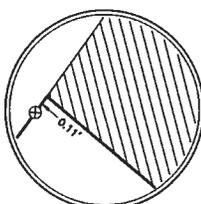
DETAIL 65
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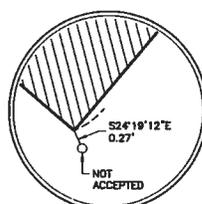
DETAIL 66
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DETAIL 67
NOT TO SCALE



DETAIL 68
NOT TO SCALE



DETAIL 69
NOT TO SCALE

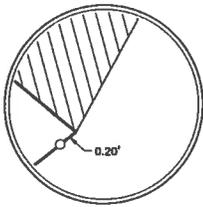
Sorany Russell
Digitally signed on:
Nov 06, 2013



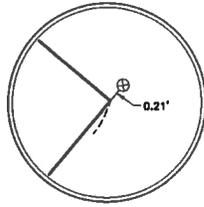
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
		J-U-B ENGINEERS, Inc. 7825 Meadowlark Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8787	
DWG NAME: 20-11-036_SW Payette Cottage Sites			
J-U-B ENGINEERS, INC. SCALE: NONE	DR. DFG DATE: November 2013	CH. GJR / DRB PROJ. NO.: 20-11-036	SHEET 24 OF 26

STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

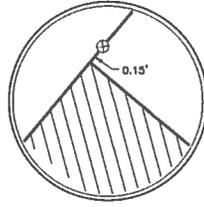
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO



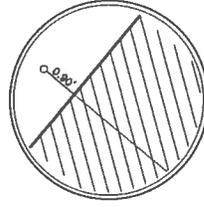
DETAIL 70
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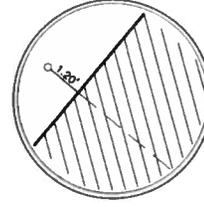
DETAIL 71
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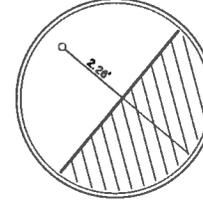
DETAIL 72
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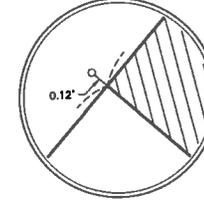
DETAIL 73
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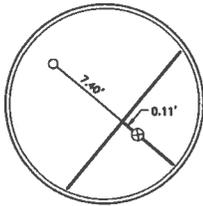
DETAIL 74
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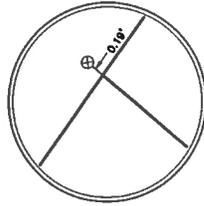
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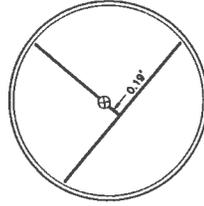
DETAIL 76
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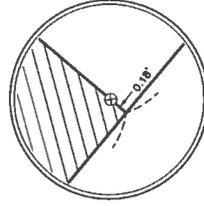
DETAIL 77
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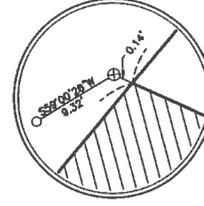
DETAIL 78
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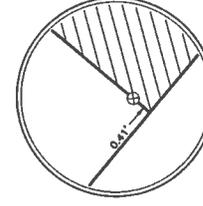
DETAIL 79
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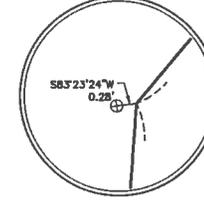
DETAIL 80
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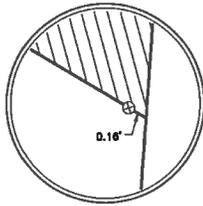
DETAIL 81
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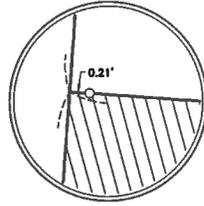
DETAIL 82
NOT TO SCALE



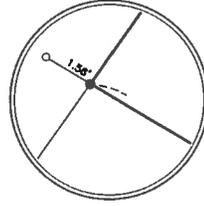
DETAIL 83
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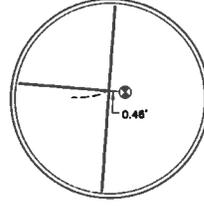
DETAIL 84
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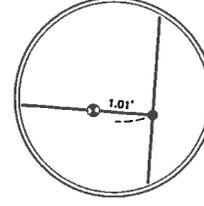
DETAIL 85
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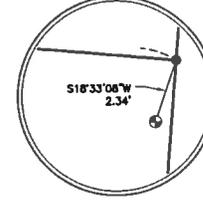
DETAIL 86
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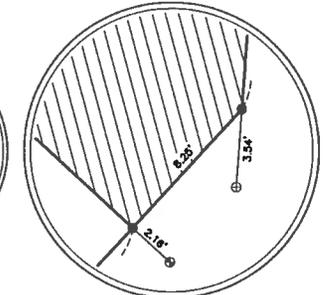
DETAIL 87
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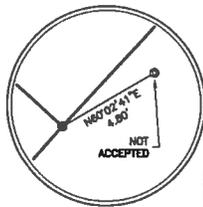
DETAIL 88
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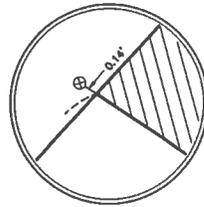
DETAIL 89
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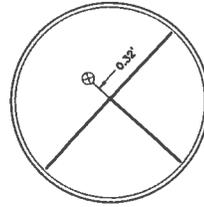
DETAIL 90
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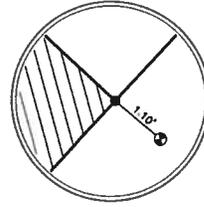
DETAIL 91
NOT TO SCALE



DETAIL 92
NOT TO SCALE



DETAIL 93
NOT TO SCALE



DETAIL 94
NOT TO SCALE

Sammy Russell
Digitally signed on:
Nov 06, 2013

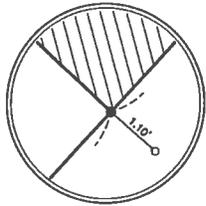


STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
J-U-B ENGINEERS, Inc.			
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DWG NAME: 20-11-036_SW Payette Cottage Sites			
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB	SHEET 25 OF 28
SCALE: NONE	DATE: November 2013	PROJ. NO.: 20-11-036	

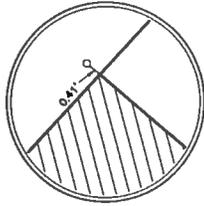
STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES

A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST,
BOISE MERIDIAN, VALLEY COUNTY, IDAHO

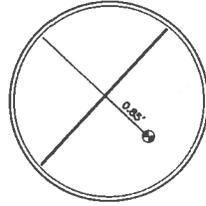
PLAT BOOK 13 PAGE 12
INST. NO. _____



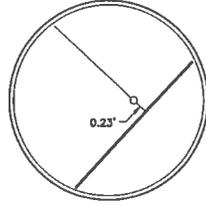
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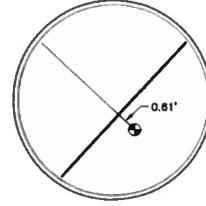
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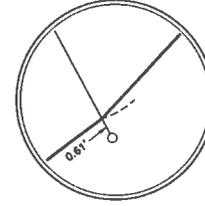
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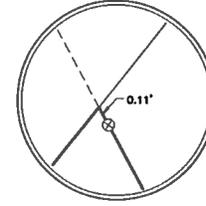
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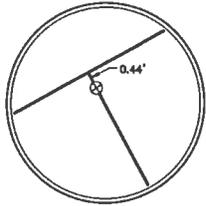
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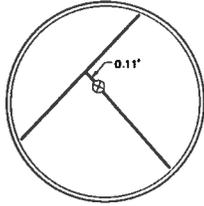
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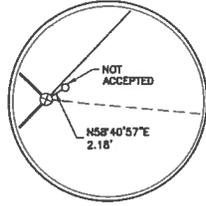
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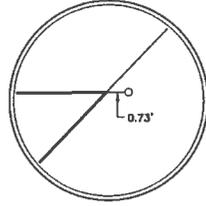
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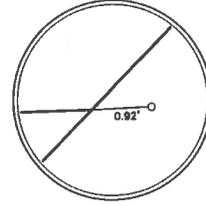
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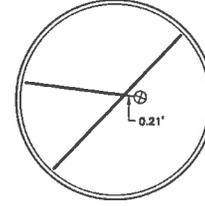
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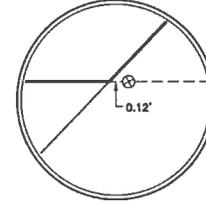
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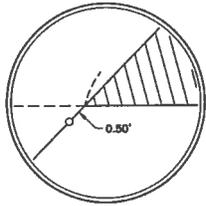
DETAIL 106
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DETAIL 107
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DETAIL 108
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DETAIL 109
NOT TO SCALE

Shermy Russell
Digitally signed on:
Nov 08, 2013



STATE SUBDIVISION-SOUTHWEST PAYETTE COTTAGE SITES			
A PORTION OF SECTIONS 28, 32, AND 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO			
J-U-B ENGINEERS, Inc.			
7825 Meadowlark Way Coeur d'Alene, Idaho 83816 Phone: 208.762.8787			
DWG NAME: 20-11-036 SW Payette Cottage Sites			
J-U-B ENGINEERS, INC.	DR. DFG	CH. GJR / DRB	SHEET 26 OF 26
SCALE: NONE	DATE: November 2013	PROJ. NO.: 20-11-036	

EXHIBIT C



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WARDEN

June 24, 2013

Heather Cunningham
Davison, Copple, Copple & Copple
P.O. Box 1583
Boise, ID 83701

Re: Idaho Department of Lands Lease #M-5015/Valley County Case No. CV-2012-371C

OFFER TO COMPROMISE PURSUANT TO I.R.E. 408

Dear Heather:

This will summarize the status of our settlement discussions in the above referenced litigation and make a final proposal. Additionally, this letter serves as notice of rent for 2014 and termination of the above-referenced lease as of December 31, 2014.

1. 2008, 2009, 2013, and 2014 Rent

In settlement discussions, your client, Cottage Site LLC (the "Bagleys"), has demanded that the Idaho Department of Lands ("IDL") refund the Bagleys the following amounts for lease payments pursuant to lease M-5015:

\$3,011.00 for 2013 rent
\$2,268.00 for 2009 rent
\$2,268.00 for 2008 rent

In addition, as part the settlement discussions, IDL offered to keep the 2014 rent at \$5,282.00, a reduction from the 2013 rent of \$8,293.50. The Bagleys recently raised the new contention that the rent for 2014 should be further reduced by \$523.00 to \$4,759.00.

Therefore, in total, the Bagleys are demanding **\$8,070.00**.

Heather Cunningham
June 24, 2013
Page 2

IDL contests these demands and believes the Bagleys' contentions are without merit, including the calculation of 2014 rent. Accordingly, IDL does not believe the Bagleys are entitled to any refund.

In order to avoid further litigation expenses and uncertainty, however, IDL is willing to settle the current lawsuit by refunding \$4,000.00. The Bagleys will dismiss their lawsuit with prejudice. Each party will bear its own fees and costs. Please advise me in writing by July 1, 2013, whether the Bagleys accept this offer and I will draft a settlement agreement for your review.

2. 2014 Rent

The Bagleys recently provided some explanation for the contention that the rent should be further reduced in 2014. IDL does not find that reasoning persuasive. Rather than engage in protracted discussions, I have consolidated that claim in the settlement amount above. Therefore, if a settlement can be achieved, the rent for 2014 would remain at \$5,282.00. If a settlement cannot be reached, then rent for 2013 will be \$8,293.50, based on the 2013 assessed value. This will serve as the Bagley's 180 day notice of the 2014 rent, in either event.

3. Lease Termination

The issue of lease termination is separate from settlement of the lawsuit. I discuss it here for your convenience.

As you know, IDL is currently re-platting the entire West side of Payette Lake as part of the Land Board's plan to dispose of the cottage sites and the roads and common areas. Accordingly, IDL will not renew the Bagleys' lease when it expires at the end of 2014, and the Bagleys will be required to remove their improvements before the end of 2014, in accordance with Section A.10.D.1 of the Lease

As we have discussed, the land the subject of the Bagleys' lease was previously dedicated as common area (the "Leased Common Area"). IDL is currently working on a plan to quitclaim all common areas, including the Leased Common Area, to a third party, perhaps a neighborhood association, as part of the re-platting and disposition process. If the Leased Common Area is transferred to a third party during the term of the lease prior to December 31, 2014, then the transfer of the common areas to the third party or association will be made subject to the Bagleys' lease of the Leased Common Area, and the rent will be pro-rated between IDL and the new owner. If the Leased Common Area is transferred to a third party prior to December 31, 2014, then the Bagleys can attempt to negotiate another arrangement with that third party.

Heather Cunningham
June 24, 2013
Page 2

However, because IDL cannot predict the outcome of the discussions with the potential third party, I reiterate that this letter serves as formal notice that the Bagley's lease of the Leased Common Area will expire on December 31, 2014, and the Bagleys must remove their improvements prior to such termination.

I look forward to hearing from you.

Very truly yours,



EDITH L. PACILLO
Deputy Attorney General

ELP/mb
cc: Thomas Felter, Department of Lands
Sid Anderson, Department of Lands

EXHIBIT D

W.DAVISON (1878-1964)
FRANK DAVISON (1907-1984)
R.H. COPPLE (1919-1995)

DAVISON, COPPLE, COPPLE & COPPLE, LLP
ATTORNEYS AT LAW
SUITE 600
199 N. Capitol Blvd.
BOISE, IDAHO

TELEPHONE (208) 342-3658
FAX (208) 386-9428
<http://www.davisoncopples.com>

E DON COPPLE
TERRY C. COPPLE
HEATHER A. CUNNINGHAM*
JAY GUSTAVSEN
ED GUERRICABEITIA
MICHAEL BAND

MAILING ADDRESS
P.O. BOX 1583
BOISE, IDAHO 83701
*Of Counsel

September 23, 2013

Kate Langford
Strategic Business Analyst
Idaho Department of Lands
300 N. 6th Street, Ste. 103
Boise, Idaho 83720

Re: Proposal for Sharlie-Grouse Neighborhood Association, Inc.

Dear Ms. Langford:

Pursuant to our meeting at your offices on September 11, 2013, we are providing you with our client's proposal and desired intent on establishing their own neighborhood association in McCall, Idaho. The Sharlie-Grouse Neighborhood Association, Inc. ("SGNA") respectfully requests that the State Endowment leased lots, roads and Community Beach, within its boundary (*see attached Exhibit "A" Neighborhood Description*), be excluded from the proposed Payette Lake Cottage Site Owners Association, Inc. ("PLCSO Association"). SGNA would like the Idaho Department of Lands to grant separate quitclaim deeds for Sharlie Lane, Sharlie Way, Community Beach Access Road, Grouse Way and the Community Beach (*see attached Exhibit "B" Boundary Map - Yellow Roads and Beach*) to SGNA. We believe the benefits of our proposal to SGNA and the State far outweigh the benefits of including SGNA in the PLSCO. Additionally, we believe the State has set a precedent in establishing similar associations, and to not allow the same for SGNA would ignore historical decisions of your Board and be arbitrarily unfair to our client.

The SGNA desires not to be included in the PLSCO Association because it is already in existence and represents a well-organized neighborhood, similar to that of the Sylvan Beach Mutual Corporation, Inc. Placing the SGNA neighborhood into a large association, with a geographically distant Board of Directors, is arbitrary and unjustifiable and not in the best interests of the SGNA lot owners and the State Endowment's leased lots. The SGNA residents have a long history of capably managing and maintaining the State Endowment land located within its boundary, without outside control. The State recognizes fifteen (15) separate neighborhood associations at Priest Lake, Idaho and has therefore established precedent for recognizing and working with the SGNA Association as a separate entity.

The market value of the State Endowment Lots, within the SNGA boundary, will be protected and enhanced by being in a small, locally-controlled association. SGNA has filed its Articles of Incorporation with the Secretary of State and is capable of performing the functions the State requires for enhancing and protecting the value and attractiveness of the State Endowment's lease lots within its neighborhood. The residents of the Sharlie-Grouse Neighborhood have been effectively protecting and improving the value of all the property within the Association's boundary for decades without outside control. They want a well-maintained, attractive neighborhood while still recognizing the rights of State Endowment land. Membership in a small local association, controlled by Directors living within the neighborhood who strive to have a well-maintained neighborhood, enhances the State Endowment land's property value far more than membership in a large, sprawling association controlled by distant Directors outside the neighborhood.

SGNA should be offered the opportunity to own the State Endowment lands, within its boundary, in keeping with the rights afforded the Sylvan Beach Mutual Corp. and the fifteen (15) Associations IDL established at Priest Lake. It is our understanding that on August 12, 2013, IDL staff asked the Sylvan Beach Mutual Corp., due north of SGNA, to take ownership of Sharlie Lane, Sharlie Way, Community Beach Assess Rd., Grouse Way and the Community Beach, by quitclaim deed. The Sylvan Beach Mutual Corp. President Jim Donald, via his attorney, Frank Stoppello, declined to take ownership of the roads and Community Beach which are outside his group's property boundary (*see attached Exhibit "C" Stoppello Letter*). The Sylvan Beach Corp. did, however, agree to accept a quitclaim deed for a portion of the northern section of Sharlie Ln., which is within Sylvan Beach Mutual Corp's. boundary. (*See attached Exhibit "B" Boundary Map – Blue Roads*). SGNA has worked closely with Jim Donald to verify the common boundary between the two groups. By IDL's actions on August 12, 2013, SGNA believes the Department demonstrated its intent to separate out the roads and Community Beach, within the SGNA's boundary, from the proposed PLCSO Association deed, and deed them to the Sylvan Beach Mutual Corporation. Therefore, in fairness, the State should have no objection to granting SGNA quitclaim deeds for the same land.

Our client strongly believes and has every intent to ensure that the pre-existing rights of deeded owners and lessees in the 1932 Amended Payette Lake Cottage Site Subdivision, the proposed Southwest Payette Lake, Cedar Knoll Acres, and Pinecrest Subdivisions, to use the Community Beach are preserved. The Community Beach can be reserved for the use of the second-tier Owners and Lessees in the proposed Southwest Payette Lake, Cedar Knoll Acres and Pinecrest subdivisions, via deed language, in keeping with the historic use allowed for in the existing 1932 Amended Payette Lake Cottage Site Plat.

In line with the desire for a neighborhood association, and the site-specific issues that arise, there is a fire prevention and safety issue which is particular to this neighborhood. In the 1980's, a fire hydrant was placed in the clearing of the Community Beach by the McCall Fire Department. Therefore, the future use of the Community Beach will need to be subject to SGNA parking restrictions necessitated by the McCall Fire Chief's letter of August 12, 2013 stating that, "...the

Kate Langford
September 23, 2013
Page 3

maneuvering space needed to place a fire engine close enough to the hydrant, to allow for drafting, is limited and [it is] very important it not be obstructed by parked vehicles." This fire/life/safety restriction is consistent with existing IDL policy as evidenced on its signage at the Community Beach entrance stating, in part: "Beyond This Point - Foot Traffic Only" which, as non-owners, the Sharlie-Grouse residents were never legally entitled to enforce. By quitclaiming the land to the SGNA, it will have the legal right to enforce this important fire/life/safety regulation and maintain the existing and proposed subdivisions residents' use of the Community Beach.

Granting SGNA quitclaim deeds to the State Endowment land, within its boundary, recognizes and protects the rights of the existing association, and prevents another potential lawsuit. We believe granting SGNA quitclaim deeds will increase the value of the Endowment property. Granting SGNA quitclaim deeds is consistent with the way IDL has dealt with the Sylvan Beach Mutual Corporation and the fifteen (15) Associations it formed at Priest Lake. Granting SGNA quitclaim deeds poses no undue hardship for the IDL, the Land Board, nor other residents in the existing and proposed subdivisions.

Please feel free to contact me with any questions or concerns. Otherwise, we will await your response.

Sincerely,

DAVISON, COPPLE, COPPLE & COPPLE



Jay Gustavsen of the firm

Encls.

cc: The Sharlie-Grouse Neighborhood Association, Inc.

**PROPOSED AMENDMENT TO WORKING DRAFT OF
STATE DECLARATION – EXHIBIT "C"
INITIAL NEIGHBORHOODS**

Formatted: Top: 0.7", Bottom: 0.5"

The **Sylvan Beach Mutual Corporation** will remain in place as an association separate and distinct from the Association. The Corporation shall be the external boundaries of the lots ~~which~~ which participate in the Sylvan Beach Mutual Corporation and said area shall be generally described as follows: Originating at the northern boundary of the Amended Payette Lake Cottage Sites plat and extending south along the eastern boundary of Warren Wagon Road to the southwest corner of said Lot 164, thence easterly along the southern boundary of said Lot 164 to the southeast corner of said Lot 164, thence northerly along the eastern boundary of said Lot 164 to the northeast corner of said lot, thence easterly along the northern boundary of Sharlie Lane to the northeast corner of Sharlie Lane, thence southerly to the southwest corner of Lot 178 easterly to the Lake along the southern boundary of said Lot 178, ~~the southwest corner of Lot 203, Amended Payette Lake Cottage Sites, thence easterly along the southern boundary of Lot 203 to the intersection of southeast corner of Lot 203 and the western boundary of Sharlie Lane, thence south along the western boundary of Sharlie Lane to the southwest corner of Sharlie Lane, thence easterly to the intersection of the southeast corner of Sharlie Lane and the southwest corner of Lot 222 Amended Payette Lake Cottage Sites, thence northerly along the western boundary of Lot 222 to the southwest corner of Lot 221, thence easterly to the Lake along the southern boundary of Lot 221.~~

The Sharlie-Grouse Neighborhood Association, Inc. (SGNA) shall remain in place as an association separate and distinct from the Association. The SGNA shall be the external boundaries of the lots which participate in the SGNA and shall be generally described as follows: Running from the southern boundary of the Sylvan Beach Mutual Corporation (which would be the northern boundary of the SGNA) and extending south along the eastern boundary of Warren Wagon Road to the southwest corner of Lot 156, Amended Payette Lake Cottage Sites, thence easterly to the Lake along the southern boundary of Lot 156.

The following six (6) Neighborhoods in the platted subdivisions will be initially created:

The Wagon Wheel Bay Neighborhood: Running from the above described southern boundary of the Sylvan Beach Mutual Corporation ~~Sharlie-Grouse Neighborhood Association, Inc.~~ (which would be the northern boundary of the Wagon Wheel Bay Neighborhood) to a southern boundary described as follows: from Warren Wagon Road easterly along the south boundary of Cedar Crest Drive, to Payette Drive, thence northerly along the east boundary of Payette Drive, thence easterly to the Lake along the common boundary of Lots 64 and 65.

Remaining Neighborhood descriptions remain as originally written in State Declaration, Exhibit "C." (Working Draft version)

EXHIBIT

A

Sulyan Beach Mutual Corp.

Charlie-Grouse
Neighborhood Assn.

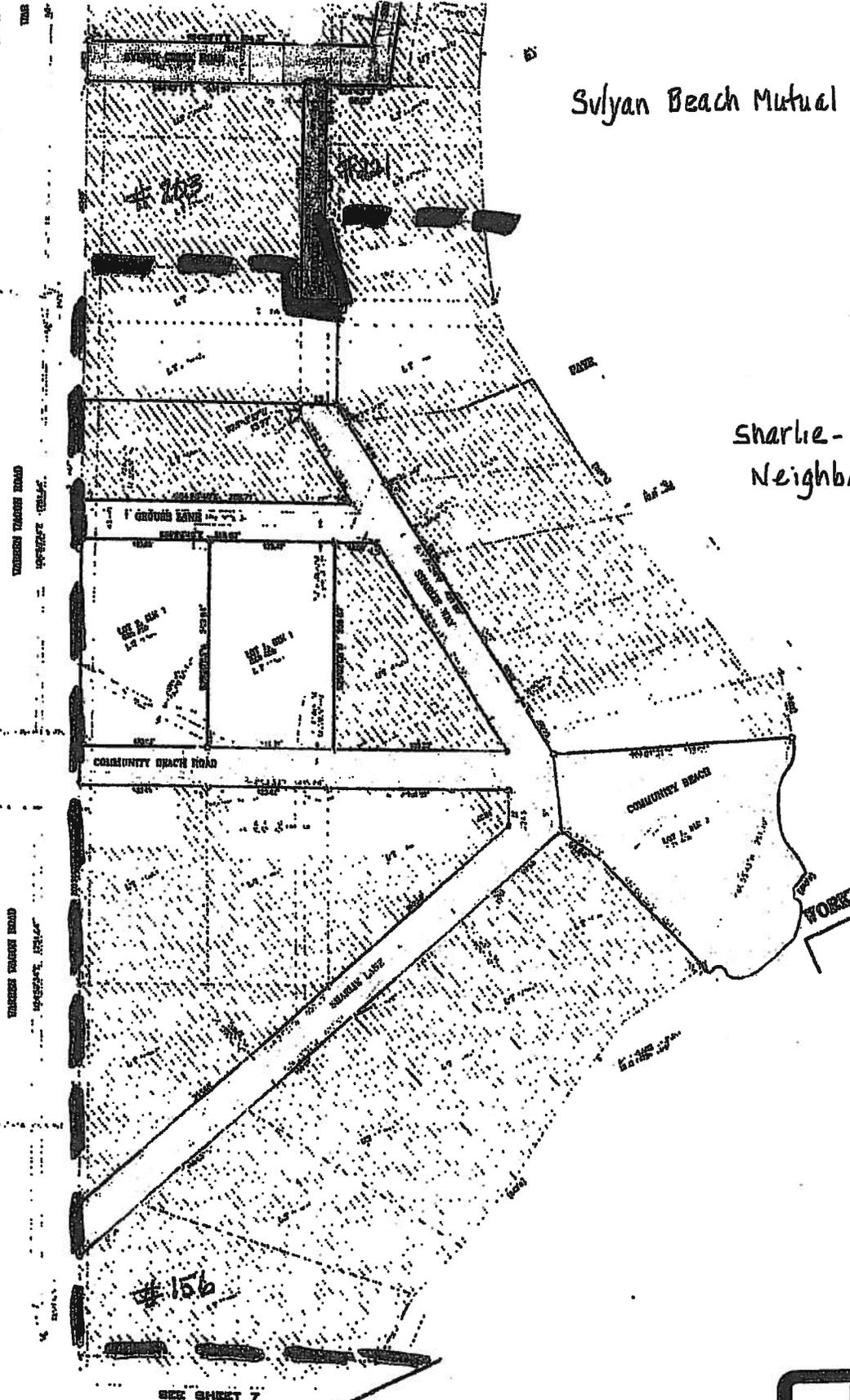


EXHIBIT
B

FRANK W. STOPPELLO
ATTORNEY AND COUNSELOR AT LAW
620 W. HAYS STREET
BOISE, IDAHO, 83702

TELEPHONE (208) 336-1020

FACSIMILE (208) 336-1027

August 12, 2013

Kate Langford
Strategic Business Analyst
Idaho Department of Lands
300 N. 6th Street, Ste. 103
Boise, ID 83720

Dear Ms. Langford:

Pursuant to today's conversation, I write as attorney for Sylvan Beach Mutual Corporation concerning the State's proposal to convey roads and Community Beach on pages 4 and 6 of the Preliminary Plats you sent me. I note on page 4 Sylvan Creek Road is actually Sylvan Beach Road. Our last two members on the southern end of Sharlie Lane on page 4 are Jack Dahl (whose lot is on the water) and Doug Porter (whose lot is on Warren Wagon Road). After my inspection of the area and my conversation with Jim Donald, our President, the Community Beach and Community Beach Road on page 6 are out of Sylvan Beach Mutual Corporation's area. Sylvan Beach does not want to become a member of any other proposed association. Our corporation has been in existence since 1943 and is active in governing the members' interests. Sylvan Beach would be in favor of the State deeding its interest in Sharlie Lane on Plat 4, but does not desire being deeded the Community Beach interest, Community Beach Road and Sharlie Lane shown on page 6 of the Preliminary Plats. If you have any questions, please feel free to contact me at your convenience.

Sincerely,


Frank W. Stoppello
Attorney at Law

FWS:dc



ATTACHMENT 4p

EXHIBIT E



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

October 8, 2013

Regular Mail and Email to: gus@davisoncopples.com

Mr. Jay Gustavsen, Esq.
DAVISON, COPPLE, COPPLE
& COPPLE, LLC
199 N. Capitol Blvd.
Boise, Idaho 83720

Re: Payette Lake – Proposal for Sharlie-Grouse Neighborhood Association, Inc.

Dear Mr. Gustavsen:

This letter is in reply to your letter dated September 23, 2013, wherein you requested the creation of an additional neighborhood Association to be known as the Sharlie-Grouse Neighborhood Association, Inc. ("SGNA"), which would be separate from the proposed Payette Lake Cottage Site Owners Association, Inc. ("PLCSOA").

The State Land Board, by and through the Idaho Department of Lands ("IDL") (collectively the "State"), has been working on plans that will ultimately result in the disposal of state endowment cottage site lots at both Payette and Priest Lakes. A lot of time and effort has gone into the preparation of a disposition process for both Payette Lake and Priest Lake. While there are many similarities between the two lakes, there are also significant differences which have affected the planning for the disposition process on both lakes.

Part of the process for Payette Lake will involve the transfer of a majority of the roads, easements and common areas to PLCSOA, a homeowners association to be newly formed, and to include all applicable state lessees, as well as any deeded owner who choose to become members of PLCSOA. The State has gone to great lengths to prepare and pursue a disposition plan for the endowment cottage site lots while at the same time recognizing and taking into account the need to continue to participate in and protect the endowment lands for the benefit of endowment beneficiaries. The roads, easements and common areas will be available to all members of PLCSOA, which will be responsible for maintenance and repair in accordance with the association documents.

Natural Resources Division
P.O. Box 83720, Boise, Idaho 83720-0010
Telephone: (208) 334-2400, FAX: (208) 854-8072
Located at 700 W. State Street
Joe R. Williams Building, 2nd Floor

Jay Gustavsen
October 8, 2013
Page 2

The State believes the currently proposed plan for Payette Lake is in the best interest of the State endowment lands, and does not intend to further fragmentize ownership or control of the roads, easements and common areas among other homeowners associations such as SGNA.

Best regards,

A handwritten signature in black ink, appearing to read 'R. M. Follett', with a long horizontal flourish extending to the right.

ROBERT M. FOLLETT
Deputy Attorney General

RMF/mb

EXHIBIT F



STATE OF IDAHO

DEPARTMENT OF LANDS

STATEHOUSE, BOISE, IDAHO 83720

STANLEY F. HAMILTON
DIRECTOR

STATE BOARD OF LAND COMMISSIONERS

JOHN V. EVANS
GOVERNOR AND PRESIDENT
PETE T. CENARRUSA
SECRETARY OF STATE
JIM JONES
ATTORNEY GENERAL
JOE R. WILLIAMS
STATE AUDITOR
JERRY L. EVANS
SUPT OF PUBLIC INSTRUCTION

September 30, 1985

Mr. Fredrick R. Bagley
6922 McMullen Road
Boise, ID 83709

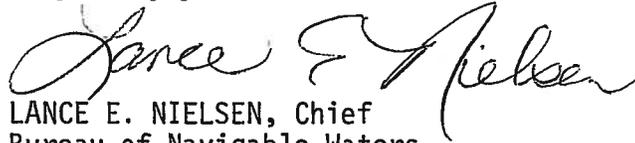
RE: Special Lease No. M-294-94

Dear Mr. Bagley:

Enclosed is your copy of the fully executed above numbered special lease for the purpose of maintaining an existing bunkhouse/shed, deck, fireplace and lawn.

Also enclosed is receipt No. C09782 acknowledging payment of past due fees and 1985 rental. We also acknowledge receipt of the \$500.00 bond.

Very truly yours,


LANCE E. NIELSEN, Chief
Bureau of Navigable Waters

LEN:bv
Encls.

cc: Navigable Waters-CdA

1964- 1985 9681
1985 730

STATE OF IDAHO

LEASE OF RECREATIONAL LANDS

Special Lease No. M-294-94

THIS LEASE AGREEMENT made and entered into this 1st day of January, 1985, between the STATE OF IDAHO, by and through the State Board of Land Commissioners as Lessor, and FREDRICK R. BAGLEY, 6922 McMullen Road, Boise, Idaho 83709, as Lessee.

W I T N E S S E T H

SECTION 1. LEASED PREMISES: In consideration of the mutual covenants and agreements of the parties hereto, the Lessor does hereby lease and demise to the Lessee the following described real property situated in Valley County, State of Idaho, being a portion of one of the reserve areas as set forth in the state plat which was recorded July 19, 1924, in Book 2 of Miscellaneous Records, page 482 as amended in October, 1932, Valley County, Idaho, to wit:

A parcel of land situate in Gov't Lots 3 & 4, Section 28, Township 19 North, Range 3 East, Boise Meridian, more particularly described as:

The lands lying North of Wagon Bay Creek and South of Lot #175 as shown in a metes and bounds survey done by Tom Kerr, RLS 998 in November, 1984 and attached hereto.

SECTION 2. TERM: This lease shall continue in force and effect for a term of ten (10) years, commencing on the 1st day of January, 1985, and terminating on the 31st day of December, 1994.

SECTION 3. RENTAL: The Lessee agrees to pay NINE THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS (\$9,681.00) as premium rental for past use, and to pay Payette Lake Class I Cottage Site equivalent rental for 1985 and each succeeding year during the term of this lease.

\$ 1985
730

SECTION 4. ANNUAL RENT SUBJECT TO CHANGE: Notwithstanding the provisions of paragraph 3 hereof, Lessor has the right to raise or lower the annual rent to be paid by Lessee, to be equivalent to Class I Cottage Sites as of the beginning of any calendar year hereunder, by providing Lessee six (6) months prior notification of the same.

SECTION 5. USE OF PREMISES: Lessee agrees to use the leased premises for the purpose of maintaining existing bunkhouse/shed, deck, fireplace and lawn for personal use only, and Lessee further agrees that it will not commit, permit, nor suffer commission of any damages to or waste upon the leased premises or upon any of the improvements or appurtenances placed thereon by the Lessor, nor permit any use thereof except for stated purposes.

SECTION 6. LANDSCAPING, GRADING AND TREE REMOVAL: Any landscaping, grading, or brush and tree removal is prohibited unless written approval is given in advance by the Department of Lands.

SECTION 7. CONSTRUCTION AND IMPROVEMENT: No additional improvements can be placed on these leased premises.

SECTION 8. SEWAGE AND GARBAGE DISPOSAL: The Lessee shall at all times keep the premises in a clean and sanitary condition. Sewage disposal will be considered the responsibility of the Lessee, subject to review by the Departments of Health & Welfare and Lands. Garbage and household solid waste shall be disposed of by the Lessee in a manner designated by the State and/or County.

SECTION 9. SOLID WASTE DISPOSAL: The Lessee shall at all times keep the premises free from junked machinery, abandoned motor vehicles, discarded household articles and other items normally considered junk and litter. Disposal of items contemplated in this section shall be disposed of at sites and in a manner prescribed by the State and/or County.

SECTION 10. FIRE AND SAFETY REGULATIONS: The Lessee agrees to comply with the State laws and regulations of the State Land Department for fire protection and prevention, to keep the site free from fire hazards, and to maintain the area in a condition acceptable to public health and safety standards as promulgated by the State Board of Health.

Burning of wet garbage and trash is prohibited unless prior permission is granted in writing by the Director, State Land Department, or his representative.

SECTION 11. RESERVATIONS: The Lessor expressly reserves the following additional rights:

- (a) All timber rights, mining rights, easements and rights-of-way, the fee title to the leased premises, and title to all appurtenances and improvements placed thereon by the Lessor.
- (b) To grant easement over the leased premises, providing said easements do not conflict with the recreational facilities being maintained and operated by the Lessee upon the leased premises.
- (c) To require changes in sanitation or recreational facilities to be made in the interest of the public health and safety or the preservation of property.
- (d) To enter upon and inspect the leased premises and any buildings or structures situated thereon at any reasonable time.
- (e) To re-enter and take possession of the leased premises, with or without process of law, upon breach of any term or condition thereof and thereupon cancel this lease agreement.

- (f) To reserve any and all water from any source arising on State land as its sole property and to hold water rights for any beneficial use developed as a result of this lease.
- (g) Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

SECTION 12. RELATION OF THE PARTIES: It is understood and agreed that the Lessee shall in nowise be considered an agent of the Lessor in the construction, or maintenance of any facilities situated upon the leased premises.

SECTION 13. LESSOR'S RIGHT OF SALE, DISPOSITION OF IMPROVEMENTS: Lessor reserves the right to sell all or any portion of the leased premises and in the case of sale during the continuance hereof, the Lessee hereby covenants to deliver immediate possession of the lands so sold unto the Lessor, or to the person or party as may be specified in writing by the Lessor or its authorized agent. In the event of such sale, Section 58-313, IDAHO CODE, with respect to approved improvements placed upon the leased premises by the Lessee, shall not prevail due to the fact that portions of the improvements lie across the boundary line onto private land. Further, the Lessee shall not be entitled to compensation with respect to any nonapproved improvements made or erected upon the leased premises. In the event of sale, Lessor shall require Lessee to remove all improvements at Lessee's sole expense within six (6) months of sale.

SECTION 14. TREATMENT OF IMPROVEMENTS UPON NONRENEWAL BY LESSOR: Except as provided in Section 15 hereof, should Lessee apply to renew this lease in the manner provided by law and such application be denied, then Lessor shall require Lessee to remove such approved improvements within six (6) months of nonrenewal.

SECTION 15. TREATMENT OF APPROVED IMPROVEMENTS UPON NORMAL EXPIRATION WITH NO APPLICATION TO RENEW: In the event this lease expires without Lessee having made application to renew, Lessor shall have the right to require Lessee to remove all improvements placed or caused to be placed upon the leased premises by the Lessee, and to require Lessee to restore the leased premises to as nearly as is reasonably practical its natural condition, all at lessee's sole cost and expense.

SECTION 16. TREATMENT OF IMPROVEMENTS IN THE EVENT OF CONFLICT BID: In the event the Lessee is not the successful bidder in an effort to renew this lease, and should the leased premises be leased to another, all improvements shall be removed by the lessee. Section 58-307, Idaho Code, shall not prevail due to the fact that improvements lie across the boundary line onto private land. Lessee shall remove all improvements at Lessees sole expense within six (6) months of loss of lease through conflict bid.

SECTION 17. TREATMENT OF NONAPPROVED IMPROVEMENTS UPON EXPIRATION OF THIS LEASE: With respect to nonapproved improvements which have not been previously removed, Lessor shall have the right upon expiration hereof to

remove such improvements and charge the cost of such removal to Lessee, the same to remain a debt of Lessee to Lessor until paid; to require Lessee to remove such nonapproved improvements at Lessee's cost and expense; or, to require that such nonapproved improvements remain on the premises and be forfeited to the Lessor as liquidated damages for breach of the condition hereof requiring that only approved improvements be erected upon the leased premises; provided, that should Lessee be an unsuccessful bidder in an effort to obtain renewal of this lease, Section 58-307, Idaho Code, shall not prevail due to the fact that improvements lie across the boundary onto private land.

SECTION 18. ASSIGNMENT, SUBLEASE, TRANSFER: This lease is not subject to assignment or sublease except with the written consent of the Director, State Lands Department.

SECTION 19. LAWS APPLICABLE: All applicable laws of the State of Idaho are incorporated herein by reference, except as lawfully varied by the contractual terms of this lease agreement.

SECTION 20. COVENANT: It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions and obligations in this lease contained are of the essence and shall be binding upon the heirs, executors, and assigns of the Lessee.

SECTION 21. BOND: The Lessee will furnish a cash bond or surety bond in the amount of FIVE HUNDRED DOLLARS (\$500.00) in favor of the State of Idaho to protect the State against loss due to violation of any clause of this lease. Said bond will be kept in force for one year beyond the expiration date of this lease and must be furnished prior to the start of any development.

IN WITNESS WHEREOF the party of the first part, by and through its State Board of Land Commissioners of the State of Idaho and in accordance with the laws has caused these presents to be executed by its President, the Governor of the State of Idaho, and the Director, State Lands Department, and countersigned by the Secretary of State, and the party of the second part has caused these presents to be executed in person the day and year herein first above written.

COUNTERSIGNED:


Secretary of State



STATE BOARD OF LAND COMMISSIONERS OF THE
STATE OF IDAHO


President of the State Board of Land
Commissioners and Governor of the
State of Idaho


Director, Department of Lands


Fredrick R. Bagley, Lessee

STATE OF IDAHO)
County of *Valley*) ss.

On this 5th day of August, 1985, before me, a Notary Public in and for said State, personally appeared FREDRICK R. BAGLEY, known to me to be the Lessee who executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Mary S. Kirk

Notary Public for the State of Idaho
Residing at: *McCall, Id.*
My Commission Expires: 1988

* * * * *

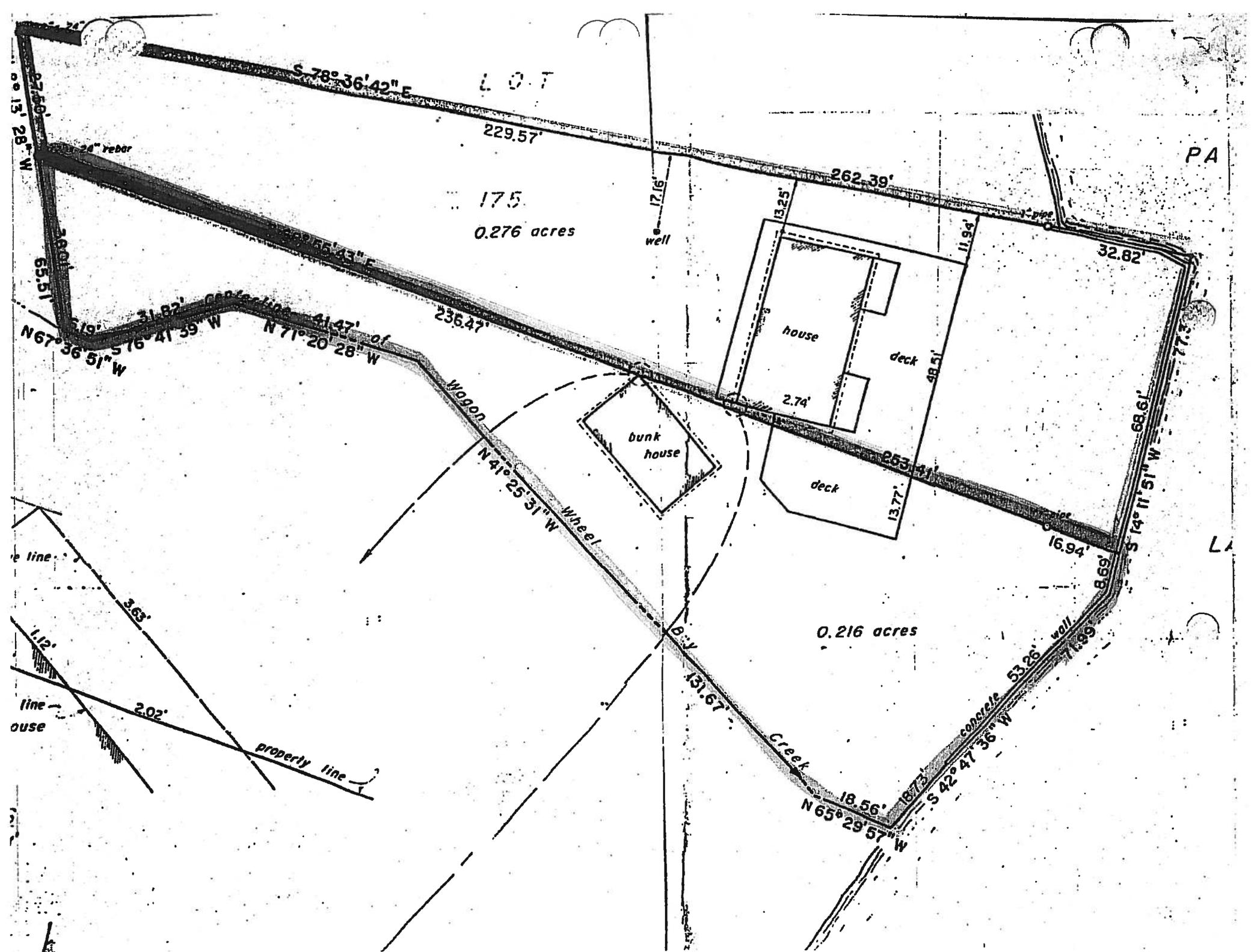
STATE OF IDAHO)
County of) ss.

On this 30 day of September, 1985, before me, a Notary Public in and for said state, personally appeared JOHN V. EVANS, known to me to be the President of the State Board of Land Commissioners of the State of Idaho, and the Governor of the State of Idaho; and PETE T. CENARRUSA, known to me to be the Secretary of State, State of Idaho; and STANLEY F. HAMILTON, known to me to be the Director, Department of Lands, that executed the within instrument and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

John B. Brown

Notary Public for the State of Idaho
Residing at Idaho City, Idaho
My Commission Expires August 25, 1986



STATE BOARD OF
LAND COMMISSIONERS

STATE OF IDAHO

RECEIPT

P.O. BOX 670
Coeur d' Alene, IDA 83814

FROM Fred Bagley OF Boise Sept-14 19 85
8/22 McCall
ZIP

SOURCE OF PAYMENT	INSTRUMENT NUMBER	ROYALTIES	PRINCIPAL	INTEREST	TOTAL	FUND AND EXPLANATION
AG. LEASE						
GRAZ. LEASE						
MIN. LEASE						
O. & G. LEASE						1985 Rental 730.00
G. THERM. LEASE						9681.00 Post use
CABIN SITE LEASE						Trespass fee
MISC. LEASE	M-294-94				10,411.00	S.H.S.
TEMP. PERMIT						
EASEMENT						
LAND SALE						
TIMBER SALE						
TRESPASS						
SCALING						SCALING TRUST FUND
FEES & APPL.						GENERAL FUND
SUSPENSE						LEASE <input type="checkbox"/> PURCHASE <input type="checkbox"/>
						SUSPENSE
TOTAL					10,411.00	CHECK <input checked="" type="checkbox"/> M.O. <input type="checkbox"/> CASH <input type="checkbox"/>

EXPLANATION
Lease rental
McCall

GORDON C. TROMBLEY

DIRECTOR

BY *Va. 10 2 11*

NO.

C09782

EXHIBIT G

STATE OF IDAHO
MISCELLANEOUS LEASE

Lease No. M-5015-4

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (LESSOR) and FREDERICK R BAGLEY, 6922 MCMULLEN RD, BOISE, ID 83709 (LESSEE)

This lease shall commence JANUARY 1, 1995, and terminate DECEMBER 31, 2004.

The LESSOR, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth in Attachment A and incorporated herein by reference, does hereby lease and demise unto the LESSEE the following lands at the rate and for the use specified herein: the lands lying north of Wagon Bay Creek and south of lot #175, Payette Lake Cottage Sites Subdivision in Government Lots 3 & 4, S28, T19N, R3E, B.M.; 0.216 acres, more or less; as more particularly shown on the attached Metes and Bounds Survey.

[Valley; LM19-07]

In consideration of the foregoing, the covenants, restrictions and conditions in Attachment A, herein incorporated by reference, are hereby agreed to by LESSEE and LESSOR.

ANNUAL RENT. The annual rent hereunder shall be Two thousand five hundred forty-eight dollars and twenty-six cents (\$2,548.26) for the year 1995. Subsequent rent is subject to annual adjustment as set forth in Section 1 of Attachment A. LESSEE agrees to pay said rent to LESSOR, in advance, on or before the 1st day of January of each year hereunder. Late payments will be assessed a penalty as determined by the State Board of Land Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED

STATE BOARD OF LAND COMMISSIONERS
OF THE STATE OF IDAHO

Pete T. Cenarrusa
Secretary of the State of Idaho



Cecil D. Andrus
President of the State Board of Land Commissioners

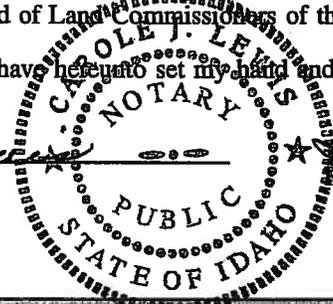
Stanley F. Hamilton
Director, Department of Lands

STATE OF IDAHO)
COUNTY OF ADA)

On this 28 day of Nov. in the year 1994, before me, a Notary Public in and for said State, personally appeared Cecil D. Andrus, known to me to be the President of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho and Stanley F. Hamilton, known to me to be the Director, Department of Lands, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Carole J. Lewis
Notary Public



Cecile
Residence

3/26/96
Commission Expires

<i>Frederick R Bagley</i> LESSEE		(LESSEE)	(LESSEE)
STATE OF <u>Idaho</u>	COUNTY OF <u>Ada</u>		
On this <u>9th</u> day of <u>Nov.</u> in the year <u>1994</u> , before me, a Notary Public in and for said State, personally appeared <u>Frederick R. Bagley</u> known to me to be the LESSEE that executed the within instrument, and acknowledged to me that <u>he</u> executed same.			
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.			
<i>Deann Humpberger</i> Notary Public	<u>Boise, Id</u> Residence	<u>2/15/2000</u> Commission Expires	

S T A T E O F I D A H O
M I S C E L L A N E O U S L E A S E

ATTACHMENT A

1. ANNUAL RENT SUBJECT TO CHANGE.

LESSOR has the right to raise or lower the annual rent to be paid by LESSEE, as of the beginning of any calendar year hereunder, by providing LESSEE with one hundred eighty (180) days written notification prior to same.

Current land board policy provides that a maximum rent of two and one-half percent of the 1992 assessed lot value be achieved, over time, with annual increases not to exceed 5.3%.

2. USE OF PREMISES.

LESSEE agrees that the leased premises are for personal use and maintenance of an existing bunkhouse/shed, deck, fireplace, and lawn. No other use shall be allowed.

3. SUBLEASING AND ASSIGNMENT.

LESSEE shall neither sublease the leased premises nor assign this lease without having first obtained the written consent of LESSOR or its authorized agent.

4. FORFEITURE FOR CAUSE.

Any violation of the terms of this lease by the LESSEE, or any violation by LESSEE of any rule or regulation now in force or hereafter adopted by the State Land Board may subject this lease to cancellation. The LESSEE shall be provided written notification of the violation. The letter shall specify the violation, corrective action necessary and specify a reasonable time to make the correction. If the corrective action is not taken within the specified reasonable period of time, the department shall notify the LESSEE of cancellation of the lease; provided, however, that the notice shall be provided to the LESSEE no later than 30 days prior to the effective date of such cancellation.

5. MAINTENANCE OF PREMISES, SEWAGE, GARBAGE AND LITTER.

LESSEE shall keep the premises at all times in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, to the end that the premises shall be maintained in as nearly a natural state as possible. LESSEE shall not dispose of sewage except in conformity with the rules and regulations of the Idaho State Board of Land Commissioners and the Idaho State Board of Health and Welfare, and shall comply with all pertinent state and local sanitation laws and regulations. LESSOR may require LESSEE to furnish a certificate or other satisfactory proof of compliance with such laws and regulations. LESSEE shall not dispose of garbage or trash except in conformity with all pertinent laws and regulations, and at a place designated by LESSOR or its authorized agent.

6. FIRE AND SAFETY REGULATIONS.

LESSEE agrees to comply with the state laws and regulations of the Director, Department of Lands, for fire protection and prevention to keep the site free from fire hazards and to maintain the area in a condition acceptable to public health and safety standards as promulgated by the Department of Health and Welfare. Burning of garbage and household trash is prohibited. Burning of wood and other debris requires permission of the LESSOR. All burning must be conducted under rules and regulations of the Department of Health and Welfare.

7. CONSTRUCTION AND IMPROVEMENTS.

No additional improvements can be placed on the leased premises.

8. HAZARDOUS WASTE.

LESSEE shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste such as oil or gasoline or any other substance that is or is suspected to be a hazardous substance or material except as provided for or defined under federal, state or local law, regulation or ordinance of manufacture. LESSEE shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law, regulation or ordinance.

9. LANDSCAPING AND REMOVAL OF VEGETATION.

LESSEE shall neither landscape the leased premises nor remove vegetation, including trees, therefrom without the prior written consent of LESSOR or its authorized agent.

10. WATER DEVELOPMENT.

LESSEE shall be entitled to water for domestic purposes only to the extent that natural springs, streams, lakes, existing wells or water systems serving the leased premises are capable of supplying the same. LESSEE shall neither drill and use a new water well nor develop and use any new source of water without the prior written consent of LESSOR or its authorized agent, plus the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights in this state. All water rights with respect to the leased premises shall be taken in the name of the State of Idaho. If water is supplied to the leased premises by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon ten days written notice to

LESSEE from LESSOR or its authorized agent. Neither the LESSOR nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the LESSEE by reason of failure of, damage to, or termination or curtailment of the operation of any water system or source supplying water to the leased premises.

11. RELATIONS OF THE PARTIES.

It is understood and agreed that the LESSEE shall in no wise be considered an agent of the LESSOR in the construction, operation or maintenance of any of the facilities situated in or upon the leased premises. The LESSEE covenants to satisfy any lien, judgment or encumbrance against the demised premises at his sole and separate expense.

12. INSPECTION BY LESSOR.

LESSEE shall permit LESSOR or its authorized agent to inspect the leased premises at any reasonable time.

13. RESERVATIONS.

The LESSOR expressly reserves the following additional rights:

- a. All timber rights, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, the fee title to the leased premises, and title to all appurtenances and improvements placed thereon by the LESSOR.
- b. To grant easement over the leased premises, providing said easements do not conflict with the facilities being maintained and operated by the LESSEE upon the leased premises.
- c. To require that changes be made to sanitation or other facilities in order to protect the interest of the public, public health and safety, or to preserve property.
- d. To reserve any and all water from any source arising on state land as its sole property and to hold water rights for any beneficial use developed as a result of this lease.
- e. Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the LESSEE.
- f. To issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other leases, so long as such leases do not interfere with uses authorized under this lease.

14. LESSOR'S RIGHT OF SALE - DISPOSITION OF IMPROVEMENTS.

LESSOR reserves the right to sell all or any portion of the leased premises and in the case of sale during the continuance hereof, LESSEE hereby covenants to deliver immediate possession of the lands so sold unto the LESSOR, or to the person or party as may be specified in writing by the LESSOR or its authorized agent. In the event of such sale, the LESSEE shall have the rights provided by Section 58-313, Idaho Code, with respect to approved improvements placed upon the leased premises by the LESSEE; provided, that LESSEE shall not be entitled to compensation with respect to any non-approved improvements made or erected upon the leased premises.

15. TREATMENT OF IMPROVEMENTS UPON NON-RENEWAL BY LESSOR.

Except as otherwise provided herein, should LESSEE apply to renew this lease in the manner provided by law and such application be denied, then LESSOR shall purchase the approved improvements placed or caused to be placed on the leased premises by LESSEE, at the fair market value of such improvements as of the effective date of expiration, or, at LESSOR'S option, shall require LESSEE to remove such approved improvements, and shall pay the actual costs incurred by LESSEE in removing the same, not to exceed one-half (1/2) of the fair market value of such improvements as of the effective date of termination or expiration, whichever the case may be.

16. TREATMENT OF APPROVED IMPROVEMENTS UPON NORMAL EXPIRATION WITH NO APPLICATION TO RENEW.

In the event this lease expires without LESSEE having made application to renew, LESSOR shall have the right to require LESSEE to remove all approved improvements placed or caused to be placed upon the leased premises by the LESSEE, and to require LESSEE to restore the leased premises to as nearly as is reasonably practical to its natural condition, all at LESSEE'S sole cost and expense, or, at LESSOR'S option, to purchase such approved improvements from LESSEE at the fair market value of the same as of the date of expiration.

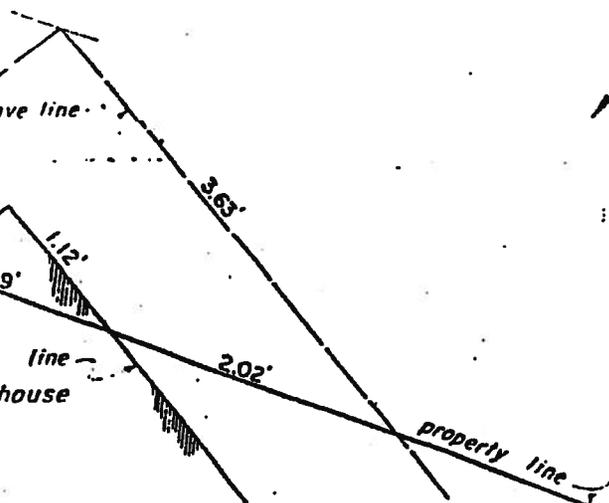
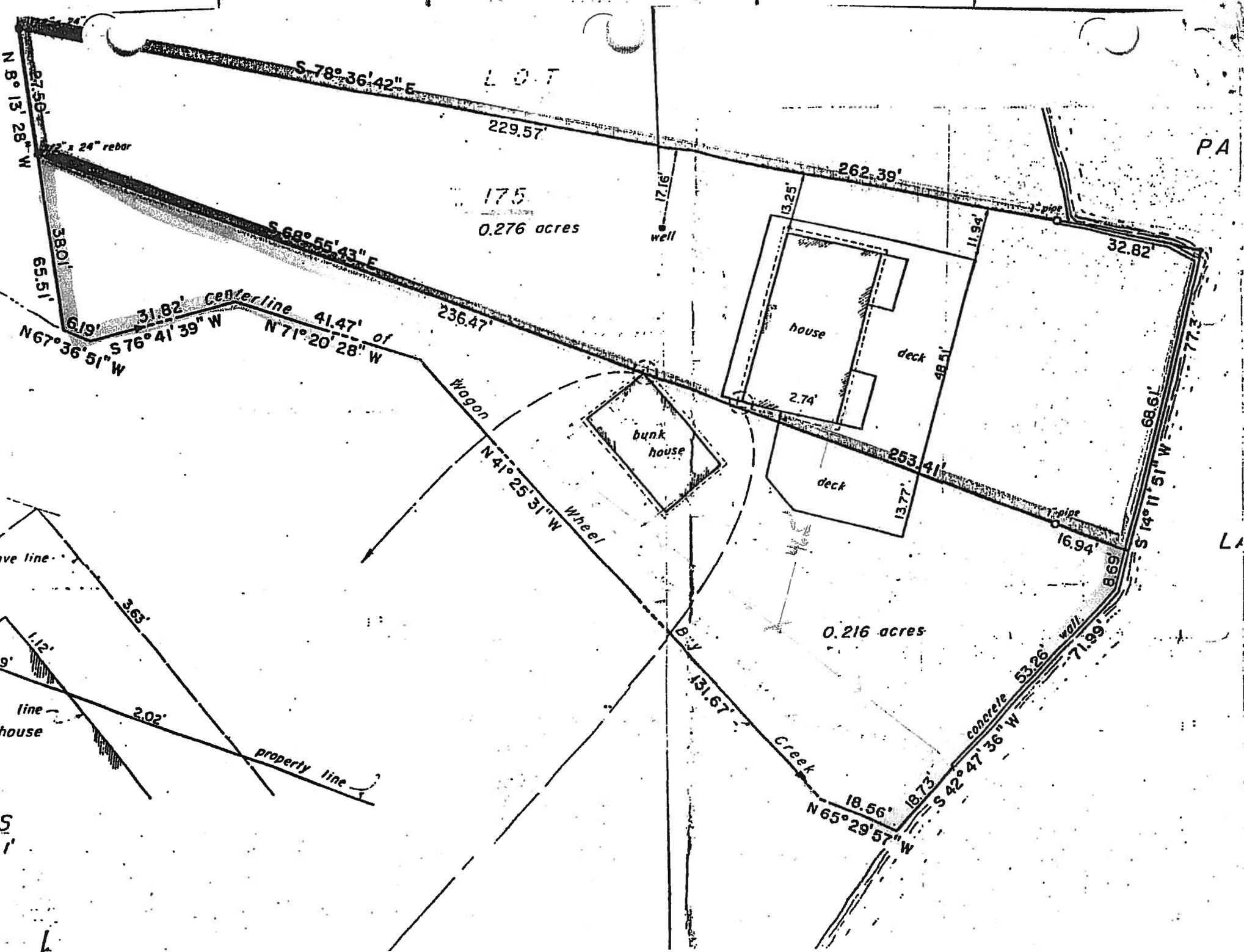
17. TREATMENT OF IMPROVEMENTS IN THE EVENT OF CONFLICT BID.

In the event the LESSEE is not the successful bidder in an effort to renew this lease, and should the leased premises be leased to another, the value of all approved improvements shall be paid to the LESSEE as provided in Section 58-307, Idaho Code.

18. TREATMENT OF NON-APPROVED IMPROVEMENTS UPON EXPIRATION OF THIS LEASE.

With respect to non-approved improvements which have not been previously removed, LESSOR shall have the right upon expiration hereof to remove such improvements and charge the cost of such removal to LESSEE, the same to remain a debt of LESSEE to LESSOR until paid; to require LESSEE to remove such non-approved improvements at LESSEE'S cost and expense; or, to require that such non-approved improvements remain on the premises and be forfeited to the LESSOR as liquidated damages for breach of the condition hereof requiring that only approved improvements be erected upon the leased premises; provided, that should LESSEE be an unsuccessful bidder in an effort to obtain renewal of this lease he shall be paid the value of all improvements as provided in Section 58-307, Idaho Code.

19. **INDEMNITY.**
LESSEE hereby indemnifies and holds harmless the LESSORS, its departments, agencies and employees, for any and all claims, actions, damages, costs and expenses which may arise by reason of LESSEE'S occupation of the leased premises, or the occupation of the leased premises by any of LESSEE'S agents or by any person occupying the same with the LESSEE'S permission, and hereby agrees to defend LESSOR against any such claim or action.
20. **BINDING ON HEIRS.**
It is understood and agreed that all of the terms, covenants and conditions hereof shall be binding upon the heirs, executors and assigns of the LESSEE.
21. **LAWS APPLICABLE.**
All applicable laws of the State of Idaho are incorporated herein by reference, except as lawfully varied by the contractual terms of this lease agreement.
22. **CIVIL RIGHTS.**
The LESSEE shall not discriminate against any person on the basis of race, creed, color, sex, national origin or handicap.
23. **RECLASSIFICATION.**
The State Board of Land Commissioners reserves the right to reclassify the lands in this lease for commercial, industrial, homesite, or other desired purposes that would result in increased rentals to the LESSOR with one hundred eighty (180) days written notice to the LESSEE.



**STATE OF IDAHO
MISCELLANEOUS LEASE**

ATTACHMENT A

1. **ANNUAL RENT SUBJECT TO CHANGE.**
LESSOR has the right to raise or lower the annual rent to be paid by LESSEE, as of the beginning of any calendar year hereunder, by providing LESSEE with one hundred eighty (180) days written notification prior to same.

Current land board policy provides that a maximum rent of two and one-half percent of the 1992 assessed lot value be achieved, over time, with annual increases not to exceed 5.3%.
2. **USE OF PREMISES.**
LESSEE agrees that the leased premises are for personal use and maintenance of an existing bunkhouse/shed, deck, fireplace, and lawn. No other use shall be allowed.
3. **SUBLEASING AND ASSIGNMENT.**
LESSEE shall neither sublease the leased premises nor assign this lease without having first obtained the written consent of LESSOR or its authorized agent.
4. **FORFEITURE FOR CAUSE.**
Any violation of the terms of this lease by the LESSEE, or any violation by LESSEE of any rule or regulation now in force or hereafter adopted by the State Land Board may subject this lease to cancellation. The LESSEE shall be provided written notification of the violation. The letter shall specify the violation, corrective action necessary and specify a reasonable time to make the correction. If the corrective action is not taken within the specified reasonable period of time, the department shall notify the LESSEE of cancellation of the lease; provided, however, that the notice shall be provided to the LESSEE no later than 30 days prior to the effective date of such cancellation.
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LESSEE shall keep the premises at all times in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, to the end that the premises shall be maintained in as nearly a natural state as possible. LESSEE shall not dispose of sewage except in conformity with the rules and regulations of the Idaho State Board of Land Commissioners and the Idaho State Board of Health and Welfare, and shall comply with all pertinent state and local sanitation laws and regulations. LESSOR may require LESSEE to furnish a certificate or other satisfactory proof of compliance with such laws and regulations. LESSEE shall not dispose of garbage or trash except in conformity with all pertinent laws and regulations, and at a place designated by LESSOR or its authorized agent.
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- c. To require that changes be made to sanitation or other facilities in order to protect the interest of the public, public health and safety, or to preserve property.
- d. To reserve any and all water from any source arising on state land as its sole property and to hold water rights for any beneficial use developed as a result of this lease.
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In the event the LESSEE is not the successful bidder in an effort to renew this lease, and should the leased premises be leased to another, the value of all approved improvements shall be paid to the LESSEE as provided in Section 58-307, Idaho Code.

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With respect to non-approved improvements which have not been previously removed, LESSOR shall have the right upon expiration hereof to remove such improvements and charge the cost of such removal to LESSEE, the same to remain a debt of LESSEE to LESSOR until paid; to require LESSEE to remove such non-approved improvements at LESSEE'S cost and expense; or, to require that such non-approved improvements remain on the premises and be forfeited to the LESSOR as liquidated damages for breach of the condition hereof requiring that only approved improvements be erected upon the leased premises; provided, that should LESSEE be an unsuccessful bidder in an effort to obtain renewal of this lease he shall be paid the value of all improvements as provided in Section 58-307, Idaho Code.

19. **INDEMNITY.**
LESSEE hereby indemnifies and holds harmless the LESSORS, its departments, agencies and employees, for any and all claims, actions, damages, costs and expenses which may arise by reason of LESSEE'S occupation of the leased premises, or the occupation of the leased premises by any of LESSEE'S agents or by any person occupying the same with the LESSEE'S permission, and hereby agrees to defend LESSOR against any such claim or action.
20. **BINDING ON HEIRS.**
It is understood and agreed that all of the terms, covenants and conditions hereof shall be binding upon the heirs, executors and assigns of the LESSEE.
21. **LAWS APPLICABLE.**
All applicable laws of the State of Idaho are incorporated herein by reference, except as lawfully varied by the contractual terms of this lease agreement.
22. **CIVIL RIGHTS.**
The LESSEE shall not discriminate against any person on the basis of race, creed, color, sex, national origin or handicap.
23. **RECLASSIFICATION.**
The State Board of Land Commissioners reserves the right to reclassify the lands in this lease for commercial, industrial, homesite, or other desired purposes that would result in increased rentals to the LESSOR with one hundred eighty (180) days written notice to the LESSEE.

EXHIBIT H



MISCELLANEOUS SURFACE LEASE

No. M-5015

FREDERICK R. BAGLEY 100% ASSIGNMENT
To: Cottage Site, LLC
of: 1225 Bethel St
From: Frederick Bagley
Recorded Dec 21 2007

1. -- Lease Data

- 1.1 Lessor Name and Address: STATE OF IDAHO, IDAHO STATE BOARD OF LAND COMMISSIONERS
1.2 Lessee Name and Address: FREDERICK R. BAGLEY
1.3 Lease Term: JANUARY 1, 2005 to DECEMBER 31, 2014
1.4 Rent: Rent is calculated based on two and one-half percent (2.5%) of the Valley County assessed land value...
1.5 Lease Site: The lands lying north of Wagon Bay Creek and south of Lot #175 Payette Lake Cottage Sites...
1.6 Use of Premises: Personal recreational use...
1.7 Amount of Bond: N/A
1.8 Exhibits Index: EXHIBIT A - LEASE PROVISIONS, EXHIBIT B - LEASED LAND DESCRIPTION, RENT, SITE USE AND USE RELATED PROVISIONS, EXHIBIT C - EXISTING IMPROVEMENTS

The Parties agree that this Lease Data page and all Exhibits referred to above and attached hereto are incorporated by reference and form an integral part of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year herein written.

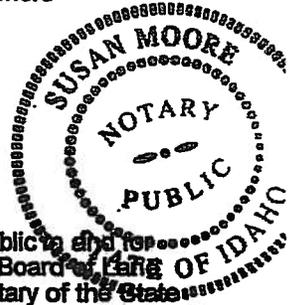
IDAHO STATE BOARD OF LAND COMMISSIONERS

Ben Yursa
Secretary of State



President of the State Board of Land Commissioners
Governor of the State of Idaho

Winston A. Wiggins
Director, Department of Lands



STATE OF IDAHO, COUNTY OF ADA

On this 14 day of Dec. in the year 2005, before me, a Notary Public and for said State, personally appeared Dirk Kempthorne, known to me to be the President of the Idaho State Board of Land Commissioners and the Governor of the State of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho and Winston A. Wiggins, known to me to be the Director, Department of Lands, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Susan Moore
Notary Public

Boise
Residence

08.08.2007
Commission Expiration



MISCELLANEOUS SURFACE LEASE

No. M-5015

FREDERICK R. BAGLEY
Cottage Site, LLC

File

1. - Lease Data

1.1 Lessor Name and Address: STATE OF IDAHO, IDAHO STATE BOARD OF LAND COMMISSIONERS
IDAHO DEPARTMENT OF LANDS
954 W. Jefferson Street
PO Box 83720
Boise, ID 83720-0050

*3/10/08 e-mail
done Re rate
adjustment*

1.2 Lessee Name and Address: FREDERICK R. BAGLEY Cottage Site, LLC
3222 Hillcrest Lane 7225 Bethel St.
Boise, ID 83705 Boise, ID 83704

Tsf 12-7-07

1.3 Lease Term: JANUARY 1, 2005 to DECEMBER 31, 2014

1.4 Rent: Rent is calculated based on two and one-half percent (2.5%) of the Valley County assessed land value, more particularly described in EXHIBIT B, Section B.2.

1.5 Lease Site: The lands lying north of Wagon Bay Creek and south of Lot #175 Payette Lake Cottage Sites Subdivision in Govt Lots 3 & 4, Valley County, as more particularly described in EXHIBIT B, Section B.1.

1.6 Use of Premises: Personal recreational use, as more particularly described in EXHIBIT B, Section B.3.

1.7 Amount of Bond: N/A

1.8 Exhibits Index: EXHIBIT A - LEASE PROVISIONS
EXHIBIT B - LEASED LAND DESCRIPTION, RENT, SITE USE AND USE RELATED PROVISIONS
EXHIBIT C - EXISTING IMPROVEMENTS

The Parties agree that this Lease Data page and all Exhibits referred to above and attached hereto are incorporated by reference and form an integral part of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year herein written.

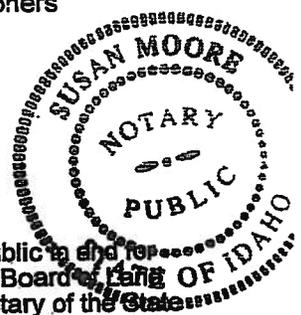
IDAHO STATE BOARD OF LAND COMMISSIONERS

Ben Yursa
Secretary of State



[Signature]
President of the State Board of Land Commissioners
Governor of the State of Idaho

Winston A. Wiggins
Director, Department of Lands



STATE OF IDAHO, COUNTY OF ADA

On this 14 day of Dec in the year 2005, before me, a Notary Public in and for said State, personally appeared Dirk Kempthorne, known to me to be the President of the Idaho State Board of Land Commissioners and the Governor of the State of Idaho; and Ben Yursa, known to me to be the Secretary of the State of Idaho and Winston A. Wiggins, known to me to be the Director, Department of Lands, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Susan Moore
Notary Public

Boise
Residence

06.06.2007
Commission Expiration

LESSEE SIGNATURE(S)

Frederick R. Bagley

LESSEE

LESSEE

STATE OF Idaho)
COUNTY OF Ada) : ss

On this 6th day of December in the year 2005, before me, a Notary Public in and for said State, personally appeared Frederick R. Bagley, known to me to be:

INDIVIDUAL
(Strike out if not applicable)

The person or persons whose name(s) are subscribed to the within instrument, and acknowledged to me that he executed the same.

~~**PARTNERSHIP**~~
(Strike out if not applicable)

_____, a partner of _____, and acknowledged to me that _____ executed this lease individually, on behalf said partnership.

~~**CORPORATION**~~
(Strike out if not applicable)

_____, in _____ capacity as the _____ of the corporation named herein executed this instrument individually, and on behalf of said corporation, and acknowledged to me that they have the authority to execute this lease on said corporation's behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Richard Bagley
Notary Public

Boise, ID
Residence

7/26/08
Commission Expiration

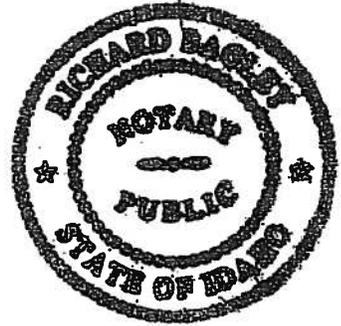


EXHIBIT A – LEASE PROVISIONS

- A.1. **Rent.** All rent shall be paid in lawful money of the United States of America directly to the Lessor unless otherwise directed by the Lessor in writing. Lessee shall pay the Lessor, as rent for the leased site, amounts as detailed in this document or any exhibits hereto, determined and payable in the manner and at the time set forth herein, without abatement, offset or deduction of any kind unless allowed by this lease:
- A. **Ten Percent (10%) Premium Rent.** Upon sale or assignment of the improvements and/or the lease by Lessee to a third party, the Lessee shall pay to the Lessor ten percent (10%) of the leasehold value. This amount shall be considered additional rent under the lease. The leasehold value is the sales price less the approved Lessee-owned Improvement Value. Improvement Value shall be determined by using the county assessed valuation of the improvements, or by paying for a Lessor administered appraisal of the improvement value. Disputes arising out of a determination of value are subject to EXHIBIT A, Section A.10.G. Lessee must provide to Lessor one (1) copy of the purchase agreement or contract of sale signed and acknowledged by the Buyer (Assignee) and Seller (Assignor).
 - B. **Annual Rent Subject to Modification.** Lessor reserves the right to increase or decrease the annual rent to be paid by the Lessee. The increase or decrease for the year shall be effective as of January 1 and payable by January 1. Lessor shall provide Lessee written notification one hundred and eighty (180) calendar days prior to the change in the annual rental amount.
 - C. **Late Payment Fee.** Any late payment of rent(s) shall be cause for the Lessor to declare a default herein, and terminate the Lease upon a thirty (30) day written notice. If any rent payment is not made to Lessor by the date due or as provided herein, the Lessee shall pay to the Lessor, as a late payment fee an amount equal to \$25.00 or one percent (1%) of the amount due, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid balance owed, plus interest. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.
- A.2. **Use of Premises.**
- A. Lessee shall use the leased site solely for the purpose or purposes specified in this lease document, including, but not limited to, Section 1.6 and EXHIBIT B – B.3.
 - B. Any new or additional use of the lease site requires Lessor's prior written consent. Any new or additional use by Lessee without the authorization of Lessor is prohibited and is grounds for termination of the Lease as defined herein.
- A.3. **Lease Terms And Conditions.**
- By April 30 of the year of expiration of the Lease, Lessee may apply to renew for another lease term. Lessee understands and agrees that the Lessor has the sole discretion relating to the terms and conditions offered in any renewed lease and understands and agrees that the terms and conditions in a renewed lease may be materially different than this Lease. The Lessor will consider a lease renewal(s) only when the Lessee has complied with all provisions of this Lease and fully and faithfully performed all duties and obligations herein. If Lessor and Lessee cannot successfully negotiate the rent and terms within the twelve (12) months prior to the lease expiration date, Lessee agrees to vacate the premises subject to EXHIBIT A, Sections A.10.D. and A.10.E. of this lease.
- A.4. **Bond.**
- A bond is not required at this time. Bonding, at the sole discretion of the Lessor, may be required in the future. Lessee shall have sixty (60) days from the date of notice to comply with any bonding requirements.
- A.5. **Sublease and Assignment.**
- A. **No Sublease or Assignment Without Consent.** Lessee shall not sublease all or any part of the leased premises, or sublease all or any part of Lessee's improvements, or assign this lease, or take out a mortgage or deed of trust without first obtaining the written consent of Lessor. Additionally, and in accordance with a July 9, 1985 Land Board decision, the lease may only be assigned to subsequent owners of Lot 175, located adjacent to the leased site.
 - B. **Necessary Forms.** Any request for approval of a sublease, assignment, mortgage, or deed of trust must be in writing, on forms provided by the Lessor and accompanied by a processing fee. Any attempt by Lessee to sublease Lessee's interest in all or any part of the land or all or any part of the Lessee's improvements, or to assign this Lease, or to take out a mortgage or deed of trust, without the prior written consent of Lessor, shall be void and shall constitute a breach of this lease.

- C. **Good Standing Required.** No request for Lessor's approval of any assignment or sublease will be considered unless all rent due, late payment fees, and interest have been paid in full, and Lessee is in good standing under the terms of the lease.
- D. **Sublease Subject to Terms.** Any sublease or assignment shall be subject to all of the terms and provisions of this Lease. Sublease agreements shall include provisions that the Sublessee will abide by all terms of this lease. The Lessor may impose additional requirements as a condition of approving the sublease request.
- E. **Specific Transaction Only.** Any consent by Lessor herein contained or hereafter given to any act or assignment, mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction hereby or thereby approved.
- F. **Proof of Assignment.** In cases of assignment due to sale of the Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor). In the case of assignment without a sale, appropriate documentation must be provided to the Lessor establishing that the lease should be assigned. This may include, but not be limited to, a letter from Lessee indicating the transfer of the lease as a gift; a divorce decree; a copy of will or probate order. Lessor may require additional proof as necessary.

A.6. Lessee's Compliance with Applicable Laws and Rules.

- A. **Full Compliance.** Lessee's use of the leased site and all improvements constructed thereon, shall fully comply with all statutes, ordinances, rules, regulations and laws of applicable federal, state and local governmental authorities. Lessee shall comply with all applicable rules and regulations and standards currently in effect or hereafter adopted by the Idaho State Board of Land Commissioners or the Idaho Department of Lands.
- B. **No Waste or Nuisance.** Lessee shall not use the leased site in any manner that would constitute waste, nor shall the Lessee allow the same to be committed thereon. The Lessee shall not do anything or allow any action which will create a nuisance or a danger to persons or property.
- C. **Noxious Weeds.** It is understood and agreed that the lessee shall take measures to control noxious weeds within the leased area, in accordance with Title 22, Chapter 24, Idaho Code. The Lessee shall cooperate with state and other agencies authorized to undertake programs for control and/or eradication of noxious weeds. Failure to comply will be considered a breach of this lease and shall be considered a default pursuant to Section A.18 herein.

A.7. Environmental, Safety, and Sanitary Requirements.

- A. **Sanitary Requirements.** Lessee shall at all times keep the leased site in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the leased site is maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use. The Lessee shall store and dispose of all trash and garbage in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- B. **Fire and Safety Regulations.** Lessee shall comply with all applicable state laws and the rules of the Department of Lands for fire protection and prevention of fire. Lessee agrees to keep the leased site free from fire hazards. Lessee is prohibited from burning garbage or household trash. The burning of wood or other debris requires the prior written permission of Lessor and must comply with applicable federal, state, or local law, regulation, rule, or ordinance.
- C. **No Hazardous Materials.** Lessee shall neither use nor permit upon the leased site or premises the use, placement, transport or disposal of any hazardous waste or any other substance that is or is suspected to be a hazardous substance or material except as provided by federal, state or local law, regulation or ordinance of manufacture. Lessee shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances, or materials which Lessee may cause to be introduced, in accordance with applicable federal, state, or local law, regulation, or ordinance.

A.8. No Warranty of Suitability.

- A. **No Warranty.** Lessee acknowledges that neither the Lessor, nor any agent or designee of the Lessor, has made any representation or warranty with respect to the leased site or concerning the suitability of the leased site for the uses intended by the Lessee. Lessee acknowledges that it has accepted the leased site in an "AS IS CONDITION," and accepts liability for its condition.
- B. **Quiet Enjoyment.** Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold, and enjoy the leased site during the term hereof.

A.9. Payment of Taxes and Assessments.

On or before any due dates, the Lessee agrees to pay any and all real or personal property taxes, assessment or fees that may be assessed or levied by a governmental authority asserting such authority over the leased site or its improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any claim or assessment.

A.10. Construction and Improvements.

- A. **Water Development.** Lessee shall not drill new water wells; use existing water wells; nor develop any use of any water source without first obtaining the prior written consent of the Lessor and the applicable governmental authorities responsible for adjudicating and developing water rights. Lessee agrees that all water rights shall be in the name of the state.
- B. **Construction and Repair of Improvements.** In accordance with a July 9, 1985 Land Board decision, no construction of improvements upon or over the leased site (beyond those already existing and identified in Exhibit C of this lease document) is allowed. Repair and maintenance of the existing structures is allowed; however, expansion of the existing structures is not allowed.
- C. **Liens or Encumbrances.** Lessee has no authority to and shall not place a lien upon or encumber state land or state owned improvements. The Lessee shall not place a lien upon or encumber the lease or Lessee owned improvements unless given prior written consent by the Lessor.
- D. **Treatment of Existing Improvements.** Existing improvements, as of the date of execution of this lease, are attached hereto and incorporated herein in EXHIBIT C. Upon lease expiration without renewal; lease termination; or upon default of the lease:
- i. Lessor shall have the right to require Lessee to remove all improvements, placed upon the leased premises, and to require Lessee to restore the leased premises, as nearly as is reasonably practical, to its natural or previous condition, all at Lessee's sole cost and expense.
 - ii. Lessor has the right to enter the premises and remove any of the improvements, or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs, including legal fees and interest.
 - iii. Lessee shall quietly surrender the leased site to Lessor.
 - iv. Lessor shall reserve the right to purchase existing improvements from Lessee at a reasonable market value, as defined in EXHIBIT A, Section A.10.F. of this lease, as of the date of expiration.
- E. **Treatment of Improvements Upon Abandonment.** If such removal or purchase as described herein, has not occurred by the date that the lease expires and has not been renewed, has been terminated, or at the date of Lessee default, all rights, title and interest of the Lessee to any of the improvements, shall upon thirty (30) days written notice to Lessee, or at a date determined at the sole discretion of the Lessor but not less than thirty (30) days, be deemed to revert to the State of Idaho, and shall be considered abandoned in place by the Lessee.
- F. **Market Value.** Market value is defined in this lease as: "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."
- G. **Disputes arising out of a determination of Market Value of the improvements shall follow these procedures:**
- i. The approved improvements shall be valued by a qualified employee of Lessor or by an independent licensed appraiser hired by and at the cost of the Lessor. All valuations shall be administered and controlled by Lessor, and all appraisers shall use appraisal instructions provided by the Lessor. The Lessor reserves the right to accept or reject any valuation at its discretion. The valuation of the improvements shall be as of the date of the expiration or termination or non-renewal or default of the lease.
 - ii. The Lessee has sixty (60) days to review said appraisal. If the valuation is not acceptable to the Lessee, the Lessee may provide relevant, authenticated information for Lessor's review and consideration that may support a different improvement valuation.
 - iii. The Lessee and Lessor shall meet to review the circumstances and try to resolve the differences in the valuation.

- iv. If the differences in this valuation cannot be resolved, then the Lessor may appoint a three (3) person panel to make recommendations to the Director of the Department of Lands. All information shall be reviewed by this panel as to the market value of the improvements. The Lessee is responsible for any additional expenses incurred by the Lessor and the Lessee during the process defined in A.10.G.i., A.10.G.ii. and A.10.G.iv.

H. Treatment of Non-approved Improvements at any time during the lease and upon lease expiration without renewal, or termination, or default under the Lease.

- i. Lessor shall have the right to require Lessee to remove all non-approved improvements placed, or caused to be placed upon the leased premises, and to require Lessee to restore the leased premises, as nearly as is reasonably practical, to its natural or previous condition, all at Lessee's sole cost and expense. If removal as described above has not occurred by the date that the lease expires and the lease has not been renewed, has been terminated, or at the date of the Lessee default, all rights to title and interest of the Lessee to any of the non-approved improvements shall upon thirty (30) days written notice to the Lessee, or at a date determined at the sole discretion of the Lessor, but not less than thirty (30) days, be deemed to revert to the State of Idaho, and shall be considered abandoned in place by the Lessee.
- ii. Any non-approved improvements not removed by the Lessee may be removed by the Lessor at the Lessee's sole cost and expense. Any attorney fees and collection costs incurred by the Lessor shall also be the Lessee's responsibility. Lessor has the right to enter the premises and remove any of the improvements, or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, attorneys fees and interest.

A.11. **Lessor's Right of Sale or Exchange.**

Lessor reserves the right to sell or exchange all or any portion of the leased premises and in the event of sale or exchange during the continuance hereof, Lessee hereby covenants to deliver immediate possession of the lands so sold or exchanged unto the Lessor, or to the person or party as may be specified in writing by the Lessor or its authorized agent. In the event of such sale or exchange, the Lessee shall have the rights provided by Idaho Code §58-313, with respect to approved improvements placed upon the leased premises by the Lessee; provided that Lessee shall not be entitled to compensation with respect to any non-approved improvements made or erected upon the leased premises.

A.12. **Lessor's Right to Reclassify.**

The Lessor reserves the right to reclassify the lands covered by this lease and to terminate this lease with one hundred eighty (180) days written notice of termination to Lessee. Lessee hereby covenants to deliver immediate possession of the lands reclassified to Lessor or to the person or party as may be specified in writing by Lessor or its authorized agent. The person or party who shall take possession of said reclassified land, shall pay Lessee the market value of the approved improvements, provided that Lessee shall not be entitled to compensation with respect to any non-approved improvements made or erected upon the leased premises.

A.13. **Relations of the Parties.**

Lessee is not an officer, employee, or agent of the Lessor. Lessee covenants that it will satisfy and hold Lessor harmless against any lien, judgment, or encumbrance filed or made against the leased site at the Lessee's sole and separate cost or expense.

A.14. **Insurance.**

A. Lessee's insurance. Lessee shall obtain insurance of the types and in the amounts described below.

- i. Homeowner's 3 (HO3) its equivalent or better and Umbrella Liability Insurance. Lessee shall maintain a Homeowner's 3, its equivalent or better and, if necessary, umbrella liability insurance with a combined limit of not less than five hundred thousand dollars (\$500,000).
- ii. The Homeowner's insurance and umbrella liability insurance shall be in a form and from an insurance company satisfactory to Lessor and shall cover liability for bodily injury, property damage and personal injury, arising from Lessee's use and/or occupation of the premises.
- iii. The Homeowner's insurance shall include coverage for the replacement cost of the real property and all improvements located on the premises. The Lessor is entitled to acquire the improvements

constructed on the real property, upon termination or expiration of the lease, and the Lessor shall be included as a loss payee to the extent of its interest in the improvements.

iv. Other Insurance. Lessee shall purchase insurance to cover Lessee's personal property.

B. Lessee's Insurance Policy Requirements.

- i. Evidence of Insurance. All insurance required under this Article shall be with companies authorized to do business in the State of Idaho and approved for this Lease by Lessor. Lessor's general requirements for such approval include a Best's rating of A- or better. Prior to taking occupancy or commencing construction and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a duly authorized representative of each insurer, and a copy of any applicable policy or policy endorsement showing compliance with the insurance requirements set forth above. All policies required under this Article shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain.
- ii. All certificates shall provide for ninety (90) days written notice to Lessor prior to cancellation or material change of any insurance referred to therein.
- iii. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- iv. Failure to maintain the required insurance may result in termination of this Lease at Lessor's option.
- v. If Lessee fails to maintain the insurance as set forth herein, Lessor shall have the right, but not the obligation, to purchase said insurance at Lessee's expense.
- vi. Lessee shall provide certified copies of all insurance policies required above within ten (10) days of Lessor's written request for said copies.
- vii. No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this Lease.
- viii. Payment of Premiums. The Lessee shall pay all policy premiums annually in advance, for each of the insurance policies required under the terms of this Lease. Lessee shall deliver to the Lessor evidence of such payment in conjunction with each annual payment of this lease, before the payment of any insurance premiums become in default. The Lessee shall also cause renewals of expiring policies to be written and the policies or copies thereof, as required by this Lease, to be delivered to the Lessor at least ten (10) days before the policies' expiration dates.

A.15. Indemnification.

Lessee shall indemnify, defend, and hold harmless the Lessor, the State of Idaho, its officers, agents, and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including reasonable attorneys' fees caused by or arising out of any act or omission of Lessee, or Lessee's agents, employees or invitees, or any act or omission arising out of or connected with the use or occupation of the leased premises or arising from the Lessee or Lessee's agents, or employees failure to comply with any applicable law. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and attorneys' fees incurred by the Lessor in effecting such defense in addition to all other sums that the Lessor may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted. This indemnification shall survive the termination or expiration of this lease.

A.16. Inspection and Audit Rights.

- A. Inspection by Lessor. Lessee shall permit Lessor or Lessor's authorized agent or designee to inspect and enter the leased site and any improvements at any reasonable time.
- B. Audit Rights. The Lessor shall have the right to audit, in such a manner, and at all reasonable times as it deems appropriate, all activities of the Lessee arising in the course of its operation under this lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly reflect its business. At sole discretion of the Lessor an audit of the Lessee's books or the supporting tax documents that have been filed with the Internal Revenue Service or the State Sales Tax Report may be performed by a Certified Public Accountant or agent of the Department of Lands. If gross receipts is applicable under this lease, and if an audit of gross receipts shows a discrepancy of ten percent (10%) or more of any amounts due under this lease, any additional rental owed, all late fees calculated from the date the additional rent would have

been due and the entire cost of the audit, shall be paid to the Lessor within thirty (30) days written notice to Lessee, unless otherwise agreed upon in writing by Lessor.

A.17. Reservations by Lessor.

The Lessor expressly reserves and excepts the following rights from the lease:

- A. All timber rights, rights for oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the leased site, and title to all appurtenances and improvements placed thereon by the Lessor.
- B. The right to grant easements over the leased site, providing said easements do not conflict in a material way with the approved improvements installed and maintained or operated by the Lessee upon the leased site.
- C. The right to require that changes are made to the sanitation or other facilities for the protection of public health, safety or preservation of the leased site.
- D. The right to issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other lease, so long as such other use does not materially interfere with the authorized use under this lease.
- E. To reserve, as its sole property, any and all water from any source arising on state land and to hold the water rights for any beneficial use that may develop as a result of this lease.
- F. Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

A.18. Lessee's Default.

- A. Lessee's breach of any of the terms of this lease is a default and is a basis for termination of the lease. Lessor shall provide Lessee written notice of the breach or violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach. If the corrective action or cure is not taken within the specified time or does not occur, then the Lessor shall cancel the lease effective on the date specified for the corrective action or cure to have taken place.
- B. Lessee agrees to relinquish possession of the leased land upon cancellation of the lease with all permanent improvements thereon in good order and condition. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies as against Lessee as may be available at law or in equity, and Lessor's pursuit of any particular remedy for breach or default shall not, in and of itself, constitute a waiver or relinquishment of any other available claim of Lessor against Lessee.

A.19. Notices.

All notice(s) including, but not limited to, a change in address, given in connection with the lease shall reference the lease number, shall be in writing and shall be delivered either by hand or by regular United States Mail to Lessor at the address listed in Section 1.1, and to Lessee at the address listed in Section 1.2.

A.20. Waiver.

The waiver by the Lessor of any breach of any term, covenant, or condition of this lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this lease. The acceptance of rent by the Lessor hereunder shall not be construed to be a waiver of any term of this lease. No payment by the Lessee of any amount less than that due and owing, according to the terms of this lease shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

A.21. Attorneys Fees and Costs.

In the event either party to this Lease shall institute a lawsuit of any kind under this Lease or action is taken by either party to obtain performance of any kind under this Lease, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys fees, accountants fees and appraisers fees and fees of other experts, incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal and such may be included in the judgment entered in such action.

A.22. Officials, Agents and Employees Not Personally Liable.

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

A.23. Miscellaneous.

- A. **Modification.** The lease terms, excluding the rent adjustments, may be modified only by the prior written consent of the authorized representatives of the Lessor and Lessee.
- B. **Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this lease, shall be deemed to enlarge, limit, or otherwise effect the operation of this lease.
- C. **Lessee's Non-Discrimination.** Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- D. **Paragraph Headings.** The paragraph headings, titles, and captions used in this lease are not to be construed as interpretations, but are inserted for convenience and reference only.
- E. **Entire Agreement.** This lease and its exhibits contain the entire agreement between the parties as of the date executed concerning the subject matter hereof and supersedes all prior agreements. The execution of this lease has not been induced by either party, or any agent of either party, by representations, promises, or undertakings whatsoever between the respective parties concerning this lease except those which are expressly contained herein.
- F. **Governing Law and Forum.** This lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State Courts located in Ada County in the event of any dispute with respect to this lease.
- G. **Binding on Heirs and Successors.** It is understood and agreed that all terms, covenants, and conditions hereof shall be binding upon the approved subleases, approved assignees and Lessee's heirs or successors in interest.
- H. **Severability.** In the event any provision of this lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- I. **License/Authorizations.** Lessee shall be responsible for paying any fees for any license or authorizations that may be required from other entities as required in the course of doing business as it relates to this lease.

EXHIBIT B

LEASED LAND DESCRIPTION, RENT, SITE USE AND USE SPECIFIC PROVISIONS

- B.1. **Legal Description.** The leased site is described as follows and as may be illustrated in any maps attached hereto:

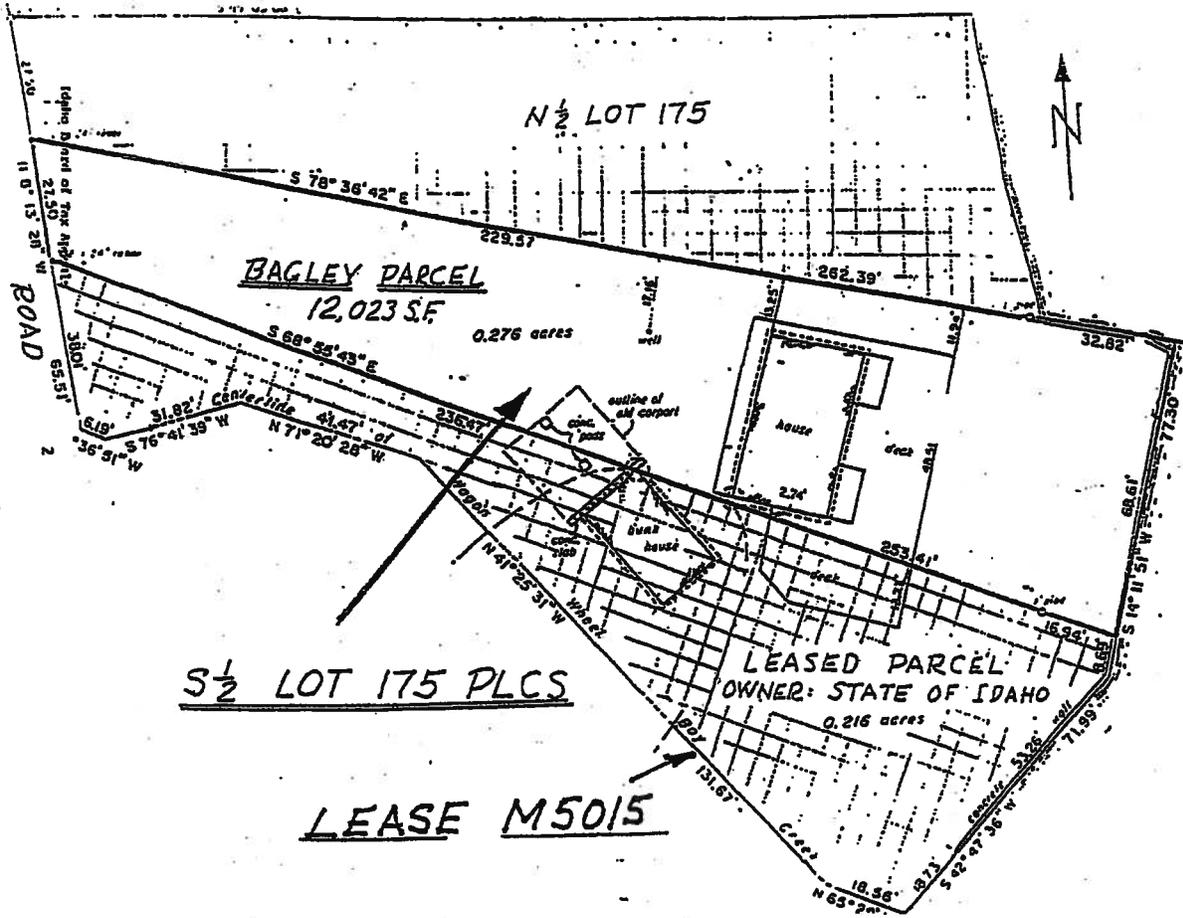
State Hospital South Endowment Lands lying north of Wagon Bay Creek and South of Lot #175, Payette Lake Cottage Sites Subdivision, in Govt Lots 3 & 4, Section 28, Township 19 North, Range 3 East, B.M., 0.22± acres, Valley County.

- B.2. **Rent.**

- A. **Base Rent.** Rent shall be calculated as two and one half (2.5%) of current fee simple value of the leased premises, as determined by the Valley County Assessor's office, subject to any outstanding rights and reservations of record, and without any deduction or credit for Lessee-owned site improvements. This rental rate was adopted and approved by the Idaho State Board of Land Commissioners on December 15, 1998.
- B. **Rental Payment.** The rent shall be payable on or before January 1 of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind. Lessee agrees to pay to the Lessor, in lawful money of the United States, each year's rent in advance.
- C. **Late Payment Charge.** If annual rental is not paid in full by the date it is due, the Lessor may declare a default and terminate the lease upon thirty (30) days written notice to Lessee. In addition, in the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency the amount of Twenty Five Dollars (\$25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid rent, plus interest. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.
- D. **Extensions of Time to Pay.** Lessee may make application to extend the time for paying rent in accordance with the then existing statutes, rules and policy applicable to state endowment lands. If an extension is requested and approved by Lessor before the deadline for paying rent, then the Lessee shall not be required to pay a late payment fee, but shall be required to pay interest, in addition to such rent, at the then existing rate established by the Lessor.
- E. **Lien.** The amount of the unpaid rent, late charge, and interest shall be a lien on the Lessee's improvements and other property on the leased premises.

- B.3. **Use of Premises.**

- A. **Use of Premises.** Lessee agrees to use the leased premises for the sole purpose of personal recreational use. Maintenance of the lawn and the existing improvements identified in Exhibit C of this lease document is allowed.
- B. Lessee agrees that he will not commit, nor permit any damage to or waste upon the leased premises or upon any of the improvements, nor permit any unlawful use of the leased premises, nor permit any use thereof except for the purposes stated herein.



SKETCH MAP
F.R. BAGLEY

EXHIBIT C
EXISTING IMPROVEMENTS

The following structures are recognized by the Lessee and Lessor as existing on the leased site at the time of the execution of the original lease:

- Bunkhouse/Shed;
- Portion of deck associated with the house on Lot 175;
- Fireplace; and
- Seawall extending from Lot 175.

None of these structures are subject to compensation as described in the other provisions of this lease.

In accordance with a July 9, 1985 Land Board decision, no construction of improvements upon or over the leased site (beyond those already existing and identified above) is allowed. Repair and maintenance of the existing structures is allowed; however, expansion of the existing structures is not allowed. Lessee understands that upon the termination or assignment of this lease that the Lessor may require the Lessee to remove all, or a portion of, these structures from the leased property.

EXHIBIT I



MILLEMANN, PITTENGER & PEMBERTON LLP
ATTORNEYS AT LAW

Mailing Address: P.O. Box 1066, McCall, ID 83638
Physical Address: 706 North First St., McCall, ID 83638

3-1-16
C First offer to
sell to Bagleys.
p.2

STEVEN J. MILLEMANN
EMAIL: sjm@mpmplaw.com

TELEPHONE (208) 634-7641
FACSIMILE (208) 634-4516

March 1, 2016

Jay Gustavsen
Davison, Copple, Copple and Copple, LLP
P.O. Box 1583
Boise, Idaho 83701

Re: Bagley/Payette Lakes Cottage Sites Owners Association

Dear Jay:

I am in receipt of your letter dated February 1, 2016 and I have reviewed it with the Board of the Payette Lakes Cottage Sites Owners Association (the "Association"). The offer contained therein is unacceptable and is hereby rejected.

I think the facts, as outlined in my October 30, 2015 e-mail to Diane Bagley, are accurate. A number of the undisputed facts are critical to the Association's position. First, the Bagleys are not merely occupying 900 square-feet of property, as represented in your letter. As is obvious from an inspection of the property, the Bagleys are, at a minimum, occupying all property lying north of Warren Wagon Creek and east of the west wall of the structure which Diane Bagley referred to as the "bunkhouse". Based on the information which Diane Bagley provided to me, this consists of at least 4,200 square feet of property and, more likely, something in the range of 5,200 square feet of property.

Second, the Association property being occupied by the Bagleys clearly and significantly enhances the value of the Bagley's' adjoining fee property. In the interest of arriving at a fair rental value, the Association discounted the estimated value of that property (as compared with the assessed value of the adjoining Bagley property) by a factor of approximately 50%.

Third, the Bagleys have no legal claim whatsoever to the continued occupation of the property for the simple reason that no such rights could have been prescriptively or adversely acquired against the State of Idaho, the prior owner. This was compellingly confirmed by the fact that the Bagleys leased the property from the State.

Fourth, the Board of the Association owes the Association's membership a fiduciary duty to either secure a fair financial return for the Bagley's exclusive occupation of the subject property or prevent any further occupation of the subject property by requiring all improvements to be removed from the property and fencing the property boundary. I can assure you that the Board intends to fulfill that duty.

With these thoughts in mind, and based on the analysis contained in my October 30, 2015 e-mail to Ms. Bagley, I am authorized by the Board to offer the following two alternative resolutions of this matter:

1. The Bagleys will lease the East Sub-Parcel for a five-year term, commencing May 1, 2014. The rent will be \$4,000 per year for the first three years and \$5,000 per year for years 4 and 5. The lease would not impose any affirmative duty on the Bagleys to maintain the seawall. It will, however, include language releasing the Association from and indemnifying the Association against any claims regarding the seawall or the Bagley's use of the property. The Bagleys will reimburse the Association for its fees incurred in this matter. The Association would be willing to include a right of first refusal in the lease.
2. In the alternative, the Board would be willing to sell both the West Sub-Parcel and the East Sub-Parcel to the Bagleys for \$200,000. This would consist of all Association-owned property located north of the Creek. The Bagleys would pay for a survey to create a legal description and, if desired by the Bagleys, the cost of title insurance. The property would be conveyed by Special Warranty Deed, with the same exception as to the potential rights of prior deeded owners and members of the Association to use platted "common areas" as was contained in the State's deed to the Association (I would note that, in the most recent property exchange with the State in which I was involved, by which a platted common area parcel was conveyed to my clients, we were able to obtain title insurance which did not contain such an exception). The Bagleys would reimburse the Association for all fees incurred in the transaction.

The Board is very hopeful that one of these alternatives will be acceptable to the Bagleys so that this matter can be amicably resolved. Do not hesitate to call me if you have any questions about the Board's position.

Sincerely,



Steven J. Millemann

cc. Board of Directors, PLCSOA

EXHIBIT J



MILLEMANN, PITTENGER & PEMBERTON LLP
ATTORNEYS AT LAW

Mailing Address: P.O. Box 1066, McCall, ID 83638
Physical Address: 706 North First St., McCall, ID 83638

STEVEN J. MILLEMANN
EMAIL: sjm@mpmplaw.com

TELEPHONE (208) 634-7641
FACSIMILE (208) 634-4516

8-15-16
Second ~~first~~ offer to
sell to Bagleys
p. 2

August 15, 2016

Jay Gustavsen
Davison, Copple, Copple and Copple, LLP
P.O. Box 1583
Boise, Idaho 83701

Re: Bagley/Payette Lakes Cottage Sites Owners Association

Dear Jay:

I am writing to follow up on our prior correspondence regarding the Bagley encroachments. Having not reached any mutually acceptable agreement through our prior exchanges, this letter serves as the final demand and effort by the Board of the Payette Lakes Cottage Sites Owners Association (the "Association") to settle this matter short of litigation.

Enclosed please find a draft Complaint against the Bagleys, which seeks both damages and injunctive relief requiring the Bagleys to remove all encroachments on and cease further occupation of Association property. We are instructed to file the Complaint, unless, within the next thirty (30) days, the Bagleys accept the offer which is conveyed herein to lease or purchase the subject property or they remove all encroachments from Association property. After all encroachments have been removed, the Association intends to fence the property boundary to prevent further trespass. If the Association is forced to pursue litigation, we will of course seek a Judgment for its attorney fees and costs.

The two options that the Association is prepared to offer the Bagleys are as follows:

Option #1:

The Association will lease the East Sub-Parcel (as previously defined) to the Bagleys. This lease would commence May 1, 2014 and be for a five-year term. The rent will be \$4,000 per year for the first three years and \$5,000 per year for the last two years of the lease. Rent would be payable in advance on May 1 annually. Rent for the first three years would be due upon execution by both parties of the Lease. Thereafter, rent of \$5000 would be due on May 1, 2017 and May 1, 2018. The lease would not impose any affirmative duty on the Bagleys to maintain the seawall. It will, however, include language releasing the Association from and indemnifying the Association against any claims regarding the seawall or the Bagley's use of the property. The Bagleys will reimburse the Association for its fees incurred in this matter. The Association would be willing to include a right of first refusal in the lease.

August 15, 2016

Page 2

Option #2:

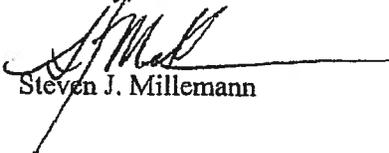
In the alternative, the Board would be willing to sell both the West Sub-Parcel and the East Sub-Parcel to the Bagleys for \$200,000. This would consist of all Association-owned property located north of the Creek. The Bagleys would pay for a survey to create a legal description and, if desired by the Bagleys, the cost of title insurance. The property would be conveyed by Special Warranty Deed, with the same exception as to the potential rights of prior deeded owners and members of the Association to use platted "common areas" as was contained in the State's deed to the Association. The Bagleys would reimburse the Association for all fees incurred in the transaction.

If neither of these options is acceptable to the Bagleys, then demand is hereby made on the Bagleys to remove all encroachments from the Association's property, including the encroaching portion of their deck (including the built-in barbecue) and the "bunkhouse" by not later than September 15, 2016.

As you know, the Board has a fiduciary duty to its members to not allow Association property to continue to be occupied by the Bagleys, absent an agreement with the Association which fully and fairly compensates the Association for the Bagleys' use of this valuable lakefront property. The Association believes the two options as outlined above are an equitable way to resolve this matter without the costs and burdens of litigation.

If you have any questions regarding the Association's position, do not hesitate to contact me.

Sincerely,



Steven J. Millemann

cc. Board of Directors, PLCSOA

EXHIBIT K

NON-EXCLUSIVE LEASE AGREEMENT

This Lease Agreement is entered into effective this 24th day of July, 2018 by and between the Payette Lakes Cottage Sites Owners Association, Inc., and Idaho non-profit corporation, P.O. Box 4226, McCall, ID, 83638 ("PLCSOA" or "Lessor") and the Cottage Site, LLC, an Idaho limited liability company, whose address is 7225 W. Bethel St., Boise, ID, 83704 ("CSLLC" or "Lessee").

RECITALS

PLCSOA owns a parcel of land in the State Subdivision-Southwest Payette Cottage Sites Subdivision which is commonly referred to as the "Community Beach Common Area" and is more particularly described as Lot 1, Block 2 of the State Subdivision-Southwest Payette Cottage Sites Subdivision, as the same is filed of record with the Office of Recorder of Valley County, Idaho.

Lessee owns a parcel of residential land which adjoins the north boundary of the Community Beach Common Area, which is commonly known as 2402 Sharlie Lane, McCall, ID 83638, and is more particularly described as *Amended Payette Lake Cottage Sites Amended Tax No. 27 in Lot 175* ("Lessee's Deeded Lot").

Wagon Wheel Bay Creek (the "Creek") runs easterly through the Community Beach Common Area dividing the common area into separate north and south sections of dry land. There exists a dry land section of the Community Beach Common Area which lies north of the Creek and south of Lessee's Deeded Lot (the "Premises").

Lessee owns and maintains a section of a deck, an outdoor fireplace and a free standing shed (the "Improvements"), which exist on the Premises.

The parties acknowledge that the Creek has over time eroded the bank along the Community Beach Common Area's north property line, causing the Creek to bisect the Premises into a westerly section and an easterly section. The two sections are separated from each other by the course of the Creek. The parties further acknowledge that it is not possible to walk or drive on dry land, from the western section to the eastern section of the Premises, without entering upon Lessee's Deeded Lot.

The parties are prepared to enter into a non-exclusive lease agreement, upon certain terms and conditions, which are acceptable to both parties.

The parties desire to memorialize the terms of their agreement.

AGREEMENT

1. **The Lease:** In exchange for good and valuable consideration, PLCSOA hereby grants a non-exclusive lease of the Premises to Lessee, on the terms and conditions stated hereinbelow. Lessee acknowledges and agrees that this Lease is non-exclusive, thereby recognizing and accepting the rights of PLCSOA members and certain owners of properties within the Southwest Payette Cottage Sites

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Subdivision, the Amended Cedar Knoll Acres Subdivision, the Amended Pinecrest Addition Subdivision and the Syringa Park Subdivision to use the Premises.

2. **The Term:** The lease term shall be ten (10) years, commencing on January 1, 2015 and concluding on December 31, 2024.

3. **The Rent:** Lessee shall pay Lessor the following rent:

a. For the period January 1, 2015 through December 31, 2017, \$4000 per year, for a total of \$12,000, which shall be payable upon execution of this Agreement.

b. For the period January 1, 2018 through December 31, 2020, \$5000 per year. The rent for 2018 shall be payable upon execution of this Agreement, resulting in a total rent payment of \$17,000 upon execution of this Agreement. Rent for the year 2019 shall be due and payable on January 2, 2019.

c. For the period January 1, 2021 through December 31, 2024, \$6000 per year, which shall be due and payable on January 2, annually.

3. **Reimbursement of PLCSOA's Attorneys Fees:** Upon execution of this Agreement, Lessee shall pay PLCSOA the sum of \$8,389.00, as reimbursement to PLCSOA of its attorneys fees incurred in this matter.

4. **Use of the Premises:** The Premises shall be used and occupied by Lessee exclusively for single family residential purposes, namely for the use and enjoyment of the Improvements which exist on the Premises. No part of the Premises may be used at any time during the term of this lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than the aforesaid single family residential use. Lessee shall comply with all laws, statutes, ordinances, rules and regulations of Federal, State, and municipal governments and authorities in Lessee's use and occupancy of the Premises.

5. **Alterations, Improvements, Maintenance, Repairs and Removal:** Lessee shall not make any material alterations to the existing Improvements or construct any additional structures on the Premises without the prior, express, and written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. Lessor shall not place or install any kind of structure or any kind of electronic surveillance equipment intended to monitor activity on the Premises, at any time during the term of the lease. Lessee shall maintain the Premises and the structures and improvements located thereon in a condition no worse than the condition of the Premises and improvements and structures as of January 1, 2015, normal wear and tear excepted. Lessee shall be allowed to perform ordinary repairs of the Premises, and the Improvements located on the Premises, including but not limited to *revegetation to stabilize the eroding Creek bank*. Upon obtaining such permits and approvals as may be required by city, county, state or federal agencies or entities, Lessee shall be entitled, but not obligated, to repair and replace the sea wall which is located on the Premises. Lessor shall not unreasonably withhold its consent for such repair and/or replacement. Lessee shall remove all improvements from the Premises and repair any damage to the Premises caused by such removal, at the expiration or earlier termination of this

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Lease. . Under no circumstances shall Lessor have any responsibility for the maintenance, repair or replacement of any improvement or structure located on or adjacent to the Premises.

6. **Assignment and Subletting:** Lessee may not assign this Lease, or sublet or grant any concession, license or other right to use the Premises, or any portion thereof or encumber this Lease without the prior express, written consent of Lessor, which may be granted or withheld in Lessor's sole discretion. A consent by Lessor to one assignment, subletting, concession, license or encumbrance will not be deemed to be a consent to any subsequent assignment, subletting, concession, license or encumbrance. An assignment, subletting, concession, license or encumbrance without the prior written consent of Lessor, or an assignment or encumbrance by operation of law, shall be void and shall, at Lessor's option, terminate this Lease. The above provisions notwithstanding, Lessee shall be entitled to assign this Lease to a purchaser of Lessee's Deeded Lot or to another entity which is comprised of substantially the same membership as Lessee to which ownership of the Lessee's Deeded Lot is transferred, after providing Lessor with written notice of the assignment.

7. **Right of Inspection:** Upon 48 hours email or voicemail notice to Lessee, Lessor and Lessor's agents shall have the right, at all reasonable times during the term of this Lease, to enter the Premises for the purpose of inspecting the Premises and verifying that the Improvements comply with the terms of this lease. Lessee's consent is not required for Lessor to cross Lessee's Deeded Lot, for purpose of accessing and inspecting the Premises, provided Lessor timely notifies Lessee as required in this Section. Prior notice shall not be required in the case of an emergency.

8. **Lessor's Title:** Lessee acknowledges that Lessor took title to the Premises subject to several deed reservations, one of which stated that the conveyance of the Premises to Lessor was:

"SUBJECT TO any right, title or interest, if any, of any other person or entity, including, but not limited to, any person or entity acquiring ownership of land from the State prior to the date of this Amended Deed, and subject to all rights and claims of any person or entity whether or not shown in the public records." (the "Reservation").

Lessee further acknowledges that Lessor has received correspondence from the Sharlie Grouse Neighborhood Association asserting that the Premises has been dedicated to the use of the public, that Lessor lacks legal authority to enter into leases of the Premises, or any portion thereof, and that the conveyance of the Premises from the State of Idaho to Lessor was invalid. Lessor does not concur with any of these assertions and believes that Lessor has authority to enter into this Lease and that this Lease is consistent with all known third-party rights to the use of the Premises. That belief notwithstanding, Lessor does not guarantee or warrant the right of Lessor to enter into this Lease. Lessee is entering into this Lease solely based on its own assessment of and independent legal counsel regarding the risks, if any, associated with such undertaking and is exclusively assuming all such risks. In the event of a final, unappealed decision by a Court, Board or tribunal, with jurisdiction, invalidating the conveyance of the Premises by the State to Lessor, or otherwise determining that Lessor is without authority to enter into this Lease, then this Lease shall terminate, effective the date of the said decision. In such case, neither party shall have any further obligation or liability to the other under the terms of this Lease and Lessor shall be entitled to retain any rent paid prior to the termination.

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9. **Lessee's Release:** Lessee, for itself and its members, hereby releases Lessor, its Board of Directors and its agents from and waives as to Lessor, its Board of Directors and its agents any causes of action or claims for damages, expenses, fees, injunctive relief or other claims whatsoever which might now exist or later be discovered regarding, stemming from or related to the Premises or this Lease, save and except only claims for the enforcement of Lessee's rights under the terms of this Lease.

10. **Lessee's Indemnification:** Lessee hereby indemnifies PLCSOA, its Board of Directors and its agents from and agree to hold PLCSOA, its Board of Directors and its agents harmless regarding any demands, claims or causes of action, including but not limited to claims for damages, expenses, fees, and/or injunctive relief, which might be asserted by any person or entity against PLCSOA, or its Board of Directors or its agents stemming from, regarding or related in any way to this Lease or the Reservation described in Section 8 above. This indemnification and hold harmless provision shall include the obligation to provide the cost of defense of PLCSOA with counsel of PLCSOA's choosing to any such claim or cause of action. Lessee shall pay PLCSOA its actual costs, fees, damages, and expenses which are subject to this indemnification not later than fifteen (15) days after Lessee's receipt of any invoice therefor. In the event that PLCSOA is able to recover any of its aforesaid expenditures from the opposing party in such lawsuit, then such recovered expenditures shall be paid by PLCSOA to Lessee, less any balance then owing by Lessee to PLCSOA under the terms of this indemnification. In the event that PLCSOA has coverage under any PLCSOA insurance policy for such claim or lawsuit, then, unless the subject insurance policy provides otherwise, the coverage available under the policy shall be utilized by PLCSOA prior to any claim against Lessee under the terms of this Section 10. In the event that a claim under this Section 10 is made by Lessor and Lessee elects to terminate this Lease, as provided in Section 15 below, then Lessee shall be responsible only for Lessor's expenditures incurred prior to the effective date of the termination.

11. **Insurance:** Lessee shall procure and maintain without interruption, at its expense, with respect to the Premises, and all endeavors and activities of Lessee, its Members and their guests and invitees or agents anywhere on or proximate to the Premises, general liability insurance (including bodily injury liability, property damage liability and contractual liability) with coverage in amounts appropriate to satisfy any and all reasonable claims, but in no event an amount less than One Million Dollars (\$1,000,000) combined single limit. Lessor and its Board shall be named as additional insureds under the Policy.

12. **Notices, Demands:** Lessee shall provide PLCSOA with a copy of any notice, demand, pleading or citation received by Lessee which involves the Premises within 10 days of receipt thereof.

13. **Nuisance, Fire Safety and Litter:** Lessor and Lessee, their Members, their guests and invitees, and their agents shall not engage in any conduct or behavior, while on the Premises, which constitutes or creates a nuisance, as defined by Idaho law. Lessor and Lessee, their Members, their guests and invitees, and their agents shall not build campfires, smoke cigars or cigarettes, set off fireworks or allow litter to collect on the Premises.

14. **Interference with Others:** Lessee shall not deny any PLCSOA member or any owner of property within the Southwest Payette Cottage Sites Subdivision, the Amended Cedar Knoll Acres Subdivision, the Amended Pinecrest Addition Subdivision or the Syringa Park Subdivision access

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to or use of the Premises; provided that at no time during the term of this lease shall Lessor, its Members, their guests and invitees, or its agents enter upon or cross over Lessee's Deeded Lot, without first obtaining prior, express, oral or written consent from Lessee, except for Lessor's right of inspection as granted in Section 7 above. If granted, such consent for access across Lessee's Deeded Lot shall not include the right to use the Improvements; or the right to park or store: automotive vehicles, recreation vehicles, water craft or water toys of any kind on the Premises. One consent for access shall not be deemed a consent for subsequent access across Lessee's Deeded Lot.

15. **Termination:** Lessee shall be entitled to terminate this Lease by providing Lessor with notice not less than 180 days in advance of the date of termination. In such case, Lessee shall remove all improvements and structures which are located on or adjacent to the Premises, except for the above-referenced seawall. Lessee shall repair any damage to the Premises which is caused by the removal of the improvements and structures and shall notify Lessor when the removal and repair is complete, so that Lessor can inspect the Premises and confirm compliance with the terms of this Section 15.

16. **Default:** If any default is made in the payment of rent, or any part of the rent, at the times specified in this lease, or if any default is made in the performance of or compliance with any other term or condition of this lease, then Lessee will be given ten (10) days written notice of any such default or breach involving non-payment of monies and thirty (30) days written notice of any other default or breach.

In the event that such breach or default is not cured with the time so provided, then rights of Lessor will be as follows:

A. **Termination:** Lessor will have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Lessee hereunder. No notice in addition to the notice required by this Section will be required to effectuate Lessor's rights in this regard. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Lessee hereunder will terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. In such case, Lessee shall remove all improvements and structures which are located on or adjacent to the Premises, except for the above-referenced seawall. Lessee shall repair any damage to the Premises which is caused by the removal of the improvements and structures. The provisions of this Lease regarding damages, fees and costs will survive termination of the Lease.

B. **Specific Performance:** Lessor will have the right to sue for specific performance by Lessee of Lessee's obligations hereunder, together with expenses, damages, fees and costs incurred by Lessor.

C. **Damages:** Lessor will have the right to collect from Lessee all expenses, costs, fees and damages reasonably incurred by Lessor as a result of Lessee's breach.

D. **Acceleration of Rent For Balance of Term:** Lessor will have the right, without further notice to Lessee, to accelerate the rent due for the balance of the lease term and to collect the present value of same from Lessee.

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E. Remedies Cumulative: The aforesaid remedies, as well as any other remedies allowed by Idaho law, which are preserved in Lessor, will be cumulative and non-exclusive, except as is otherwise prescribed by Idaho law.

17. **Notices**: All notices given pursuant to this Lease shall be in writing and shall be given by personal service, United States mail sent return receipt requested, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Lessee:

Cottage Site, LLC
c/o Diane Bagley
7225 W. Bethel St.
Boise, ID 83704

Lessor:

Payette Lakes Cottage Sites Owners' Association, Inc.
PO Box 4226
McCall, ID 83638

With copy to: Steven J. Millemann
Millemann, Pemberton & Holm, LP
PO Box 1066
McCall, ID. 83638

A party may change its address for receiving notice by written notice given to the others named above. All notices shall be effective when received, if by personal delivery or overnight courier, or two (2) business days after being deposited in the mail addressed as set forth above, if mailed.

Notice delivered to the Lessee in accordance with this Section shall be considered to also have been contemporaneously delivered to the Members.

18. **Hazardous Materials**: Lessee shall not deposit, store, dispose of, place upon, about or under or release onto the Premises any Hazardous Substances in violation of any Environmental Law, as those terms are defined below.

- a. Lessee shall be solely responsible for and shall defend, indemnify and hold PLCSOA and its Board of Directors harmless from all claims, costs, damages, liabilities, including attorneys' fees and costs, arising out of or in connection with Lessee's breach of any of its obligations contained in this Section 18 or arising out of or in connection with any removal, clean-up or restoration deemed reasonably necessary by any governmental entity or PLCSOA to remove, clean up, or restore

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any portions of the Premises as a result of Hazardous Substances deposited, stored, disposed of, placed upon, about or under or released onto the Premises.

- b. "Hazardous Substances" shall mean any hazardous, toxic, dangerous materials or substances identified in any Environmental Law. "Environmental Law" shall mean Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"); The Resource Conservation and Recovery Act, 42 U.S.C. §6501 et seq. ("RCRA"); The Superfund Amendments and Preauthorization Act, 42 U.S.C. §9601 et seq. ("SARA") or any other federal or state statute, law, ordinance or regulation related to environmental matters or liability.

19. **Time:** Time is of the essence of this Agreement and each and every provision hereof.

20. **Waiver:** The waiver of or forbearance by any party regarding any breach, or of any available remedy for a default shall not operate as a waiver of any subsequent breach or default.

21. **Binding Effect:** This Agreement shall be binding on and shall inure to the benefit of the assigns, representatives and successors-in-interest of the parties hereto.

22. **Modification:** This Agreement may not be modified except by means of a subsequent written agreement, which is duly executed by the parties.

23. **Law, Venue:** This Agreement shall be interpreted by and according to the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction over any dispute regarding this Agreement. Venue for any such dispute shall be in Valley County.

24. **Complete Agreement:** This Agreement memorializes the complete and final agreement and understanding of the parties on the subject matter of this transaction. Neither party is relying upon any promises, representations or statements made by the other party as an inducement to the execution of this Agreement, except in so far as such promises, representations or statements are expressly contained herein.

25. **Attorneys Fees:** In the event that a dispute arises regarding the breach, application, interpretation, or enforcement of this Agreement, then the prevailing party in such dispute shall be entitled to collect its attorney fees and costs incurred, including attorney fees and costs incurred on appeal.

26. **Counterparts:** This Agreement may be signed in any number of counterparts and by facsimile, and once so executed by all parties, each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one (1) complete and binding agreement.

27. **Actual Authority:** The undersigned warrant that they have actual authority to execute this Lease on behalf of and to thereby bind their respective entities.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement the date and year specified below.



PAYETTE LAKES COTTAGE SITES OWNERS ASSOCIATION, INC.

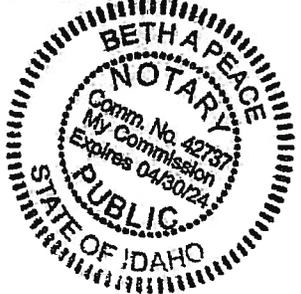
By: [Signature]
Clay Carley
Its: President

Dated: July 24, 2018

STATE OF IDAHO)
County of Ada) ss.

On this 24 day of July, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Clay Carley, the President of Payette Lakes Cottage Sites Owners Association, Inc., known to me to be the person who executed the within and foregoing instrument for and 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.



[Signature]
Notary Public for Idaho
Commission Expires: 4/30/24

COTTAGE SITE, LLC

By: [Signature]
Diane Bagley
Its: Managing Member

Dated: 7-24-18

STATE OF IDAHO)

2018-7-24

[Signature]

County of Valley) ss.
)

On this 24th day of July, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Diane Bagley**, the Managing Member of Cottage Site, LLC, known to me to be the person who executed the within and foregoing instrument for and on behalf of said limited liability company, and acknowledged to me that said LLC 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.



Karen Sands
Notary Public for Idaho
Commission Expires: ~~My Commission Expires~~
May 14, 2024

Handwritten initials/signature