# Idaho Dept of Lands KNA State Highway 3 "Pierce Creek"

As of August 8, 2025



# **Prepared for:**

Idaho Department of Lands 300 N 6th Street Boise, Idaho 83720

# Prepared by:

Kevin Graham IDL Staff Appraiser State of Idaho Certified General Appraiser CGA-2836

> IDL Real Estate Bureau P.O. Box 83720 Boise, Idaho 83720

Project: Wilson Mountain Disposition

Date of Value: July 8, 2025



### Letter of Transmittal

August 5, 2025

Mr. Roger Hall Real Estate Bureau Chief Idaho Department of Lands 300 N 6<sup>th</sup> Street Boise, ID 83720

RE: Appraisal Report of ±6.71-Acres of Rural Dev/Rec known by Idaho Department of Lands project "Pierce Creek", located at KNA State Highway 3, about 2-miles southeast of Fernwood, Benewah County, Idaho, 83830, with GPS coordinates of 47.094826, -116.362517.

Mr. Hall:

Regarding your request for the "as-is" market value of the fee simple interest for the subject property, the following narrative appraisal report is provided. The intended use of this appraisal is to establish the appraised value of the subject property that may be used in conjunction with a public auction.

The subject is valued as if the property is held by a private party which could facilitate an open market transaction (sale/acquisition/disposal) of the site. A public auction process must occur for any sale of endowment lands. The intended users of this report include only i) the State Board of Land Commissioners ("Land Board"); ii) IDL; iii) and consultants, agents and contractors to the Land Board.

This appraisal conforms with the following professional standards, guidelines, procedures, and requirements set forth by state and federal regulatory agencies and professional organizations, The Appraisal Foundation's current Uniform Standards of Professional Appraisal Practice (USPAP).

The definition of value used in this appraisal is based on Idaho Administrative Code definition: The most probable price at a specified date, in cash, or on terms reasonably equivalent to cash, for which the property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Appraisal conditions of value that apply are listed as follows: Current Market Value "As-Is" subject to Extraordinary Assumption and Hypothetical Conditions as set forth herein. As a result of the appraiser's investigation and analysis of the market data collected, the conclusion of the current market value "as-Is" fee simple market value as of July 8, 2025, is:

**CONCLUSION OF MARKET VALUE: \$ 60,000** 

The market value provided here, along with the analysis in the attached appraisal report, is based on the Limiting Conditions and/or Assumptions outlined in the report. This submission includes both this cover letter and the complete appraisal report. Any use of this material outside the context of the full report violates the agreement between the Client and the Appraiser.

It is an **extraordinary assumption** that the subject property is a separate, individual parcel and that its size is approximately 6.71-acres. This land was split off from a larger piece owned by the State of Idaho due to the construction of State Highway 3. However, the property has not been officially surveyed. If the actual size or other details turn out to be different, the value estimate is subject to revision.

As discussed, the subject is valued based upon the following **hypothetical condition**; It is a **hypothetical condition** that the subject property has been transitioned from timber classification to residential classification.

The use of extraordinary assumptions and hypothetical conditions within the report should be viewed within context that its use might have affected the assignment results.

Sincerely,

Kevin Graham, CGA-2836

Idaho Certified General Appraiser

Number CGA-2836 Expires 05-11-2026

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**Appraisal Summary** 

Project Name: Pierce Creek Property

Property Location: KNA State Highway 3, about 2-miles southeast of Fernwood and about 2-

miles southwest of Emerald Creek, Benewah County, Idaho, 83830.

(47.094826, -116.362517).

Purpose of Appraisal: The purpose of this appraisal is to develop an "as-is" opinion of market

value of the fee simple interest as of the effective date of value.

Owner of Record: School of Science (Scientific School) Beneficiary. Taxes are exempt.

Current Use: Vacant timberland.

**Size:** ±6.71-acres (based upon information provided by IDL).

Frontage/Access: The subject's primary frontage is along State Highway 3 and has rural

railroad crossing access.

**Zoning:** No Land Use Zone.

**Shape:** Irregular (triangular shape)

**Topography:** Mostly level and at street grade.

**Highest & Best Use:** Future Rural/Recreational Development (see body of report for details).

**Extraordinary Assumptions:** It is an extraordinary assumption that the subject is a standalone parcel

and the identified acreage of ±6.71-acres is accurate. The subject is a portion of land split off from the State of Idaho parent tract as a result of State Highway 3 (RP43N01E054200). The subject site has not been surveyed. If the size or representations prove to be inaccurate, the value

estimate is subject to revision.

Hypothetical Conditions: It is a hypothetical condition that the subject property has been

transitioned from timber classification to residential classification.

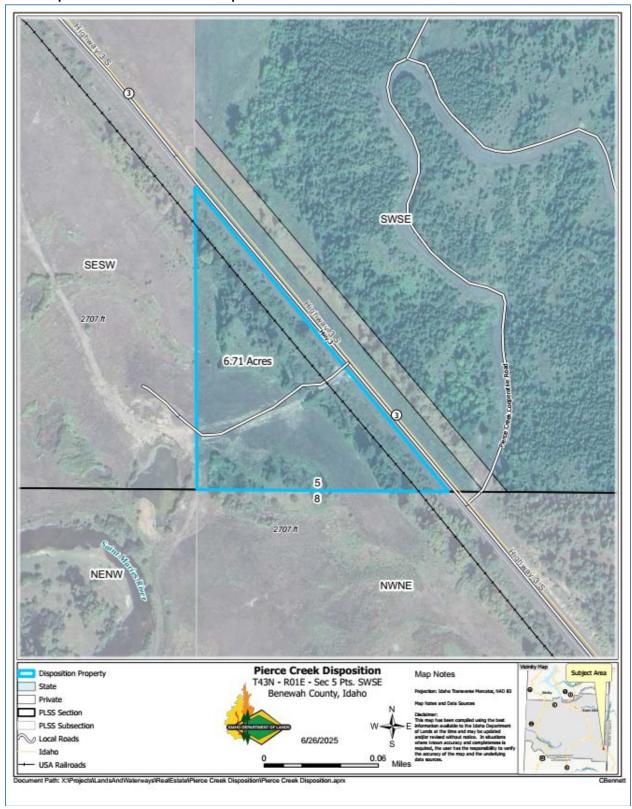
The use of extraordinary assumptions and hypothetical conditions within the report should be viewed within context that their use might

have affected the assignment results.

Date of Value: July 8, 2025

"As-is" Market Value: \$60,000

# **Idaho Department of Lands Parcel Map**



### **Assumptions & Limiting Conditions**

Important Notice: Please Read Before Using This Report

The reader is advised that acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions by the client; these can only be modified by written documents executed by both parties.

This appraisal is provided solely for the purpose stated within this document. While the client may choose to share the complete appraisal report, no individual sections should be distributed separately. This report is intended to be used as a whole and not in parts.

No portion of this appraisal, including its value conclusions or the identities of the appraiser, may be disclosed to the public through advertising, public relations, media, or any other channels. Possession of this report or any copies does not grant permission to publish its contents or use it for any purpose other than its intended one. The physical report remains the property of the appraiser and is provided for the exclusive use of the client.

All files, work papers, and documents created for this assignment are the property of IDL. Information, estimates, and opinions have been verified where possible, and sources deemed reliable have been used, but their accuracy cannot be guaranteed. The plans provided are intended solely to help the client visualize the property; no other use of these plans is authorized or allowed. IDL assumes no responsibility for the accuracy of information supplied by third parties, including work performed by others, the client, or the client's representatives. Illustrations, plats, site sizes, general data, and specifications were provided by IDL representatives and/or contractors. Additional site information was obtained from the Benewah County Assessor's Office and the Benewah County Planning and Zoning Administration. If any of these representations are modified or found to be incorrect, the value estimates may need to be updated. The sketches, maps, and other illustrations included in this report are intended to assist the reader in visualizing the property and may not be drawn to scale. Any photographs included serve the same purpose and reflect the condition of the property as of their date. Site plans are not surveys unless explicitly provided by a licensed surveyor.

The appraiser did not find, nor were they informed of, any hidden or unclear conditions related to the property, its subsoil, or structure that would affect its value. The appraiser does not take responsibility for such conditions or for any specialized engineering needed to uncover them. Unless specifically stated, this appraisal assumes that no hazardous materials or conditions exist on or near the property. Providing absolute verification, especially regarding engineering details and market information, would require an impractical amount of time and resources. Therefore, it is recommended that the client seek independent verification before proceeding with any sale, lease, or significant financial commitment involving the property. Additionally, the appraiser has not received any mineral surveys or assays to evaluate the potential for mineral extraction. According to representatives from the Idaho Department of Lands (IDL), there are no known commercially valuable mineral deposits associated with the property.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature. Necessary licenses, permits, consents, legislative or administrative authority from any local, state, or federal government or private entity are assumed to be in place or reasonably obtainable. It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser is not required to give testimony in court in connection with this appraisal. If the appraiser is subpoenaed pursuant to a court order, the client agrees to pay the appraiser my regular per diem rate plus expenses.

This appraisal is based on the information available at the time the assignment is completed, assuming that the MLS and all other data provided are accurate. The appraiser reserves the right to revise any statements, analyses, conclusions, or value opinions in the appraisal if new, relevant information becomes available that was not known at the time the report was prepared.

Please note that Idaho is a non-disclosure state, and over time, details of transactions may become less clear or harder to verify. Therefore, it may not always be possible to obtain exact information for every transaction.

Anyone who reads, uses, or relies on this report must agree to the assumptions and conditions stated here. If you do not agree, you should not use the report. These conditions are an important part of the appraisal. They come before any statements, facts, or analysis in the report and explain the role of the appraiser. The appraiser's job is to give an estimate of the current market value of the property based on their observations and knowledge of the real estate market. This report is an economic analysis to estimate value. It is *not* a study in engineering, construction, law, or architecture, and the appraiser does *not* claim to be an expert in those areas.

The analysis and conclusions presented in this appraisal reflect the appraiser's professional opinion. They are not intended to be the sole determination of the property's value or the only possible analysis. Different qualified appraisers may form different opinions. No warranty or guarantee, either expressed or implied, is provided to suggest that this opinion is the only possible estimate of value as of the appraisal date.

The appraiser has conducted only a visual inspection of the property's surface, unless the client provided other specific instructions. The appraiser is not responsible for any damages or losses the client may incur due to hidden or non-visible defects that exist on, beneath, or above the property and that cannot be easily identified through a surface-level inspection.

The appraiser relied on information and data provided by third parties, which are considered to be reliable. However, the appraiser does not assume any further responsibility for the accuracy of that information.

Having a copy of this report does not give you the right to publish it or use it for anything other than its intended purpose. The physical report remains the property of the appraiser and is provided for the client's use only.

The "estimate of market value" in this appraisal report is not influenced, either wholly or partially, by the race, color, or national origin of the current owners or occupants of properties near the appraised property.

Any legal descriptions provided here are assumed to be accurate but have not been verified by a professional survey. The appraiser does not take responsibility for the results of any survey, including possible encroachments or overlaps that a survey might reveal. The sketches included in this report are intended only to help the reader visualize the property and are not based on official surveys. Measurements or dimensions that are not explicitly shown should not be estimated or scaled from these sketches.

### **Certification of Appraiser**

I certify that, to the best of my knowledge and belief:

- The statements contained in this appraisal report are believed to be true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.
- I have performed services, in capacity as many roles including role as IDL Staff Appraiser. I have developed the appraisal scope of work, appraisal assignments, contracting, and invoicing for the submission of appraisal reports 23.1133v.cs. Pierce Creek, 8.3acre site and 25.1064v.cs. AO-3 Update, Pierce Creek, performed by Langston and Associates, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of
  a predetermined value or direction in value that favors the cause of the client, the amount of the value
  opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to
  the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal observation of the subject property of this report. Photos were taken by Zane Lathim, IDL Real Estate Section Manager while I personally observed the site.
- No one provided significant real property appraisal assistance to the person signing this certification.

Kevin Graham

Idaho Certified General Appraiser

CGA-2836 Expires 05-11-2026

### **Introduction & Scope of Work**

### **Purpose of the Appraisal**

The purpose of this appraisal is to develop an "as-is" opinion of market value of the fee simple interest as of the effective date of value.

### **Interest Appraised**

The land is valued as the fee simple estate, in its "as-is" condition.; the absolute ownership unencumbered by any other interest or estate, subject only to the four limitations of government; taxation, police power, escheat, and eminent domain.

### **Intended Use**

The intended use of this appraisal is to establish the appraised value of the subject property that may be used in conjunction with a public auction.

#### Client

The client for this appraisal assignment is only the Idaho Department of Lands (IDL).

### Intended User(s)

The intended users include i) the State Board of Land Commissioners ("Land Board"); ii) IDL; iii) and consultants, agents and contractors to the Land Board. This report is intended for no other users, and the appraiser is not responsible for unauthorized use of this report.

#### **Market Value Definition**

Market value, as used in this report, is defined as follows:

"The most probable price at a specified date, in cash, or on terms reasonably equivalent to cash, for which the property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus".

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under condition whereby:

- 1. Buyer and seller and typically motivated;
- 2. Both parties are well informed or well advised and each action in what he/she considers his/her own best interests.
- 3. A reasonable time is allowed for exposure in the open market.
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by associated with the sale.

### **Valuation Date**

The appraisal is intended to estimate the value of the subject property as of an effective valuation date of July 8, 2025.

### **Report Date**

The date of this report is that date shown on the letter of transmittal.

<sup>&</sup>lt;sup>1</sup> Idaho Administrative Code Department of Lands

### **Prior Appraisal Services**

The Appraiser has contracted and developed the scope of work for the submission of appraisal reports 23.1133v.cs.Pierce Creek, 8.3acre site and 25.1064v.cs.AO-3 Update, Pierce Creek, performed by Langston and Associates.

### Sales History

The subject has been under current ownership for more than three years. There have been no transactions involving the subject during that period.

### **Current Listing**

The subject is not currently listed for sale; however, it is anticipated advertising for a public auction will begin in the near short-term pending Land Board approval.

### **Legal Description of the property**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO, LYING SOUTH AND WEST OF STATE HIGHWAY NO. 3.

### **Reasonable Exposure Time and Marketing Time**

It is a requirement of the Uniform Standards of Professional Appraisal Practice (USPAP) to incorporate discussion and analysis of Exposure Time within a market value analysis of the subject property. As previously defined by the Appraisal Standards Board of the Appraisal Foundation, the term states:

"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."

- 1. The time a property remains on the market.
- 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming the competitive and open market.

It is often assumed that this is consistent with the concept of **Marketing Period (Time)**. This has been defined within the "**The Dictionary of Real Estate Appraisal, Fifth Edition**", published by The Appraisal Institute as follows:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal (Advisory Opinion 7 or the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and market time.)

The simple issue between these two definitions is one of historical evidence (exposure time is always presumed to precede the effective date of the appraisal) and prospective or future occurrence (marketing time). These may be the same in a stable market or opposite trends in a changing market. The situation could be a relatively weak or soft market noted by historical evidence, yet current trends reflect a strong demand and investor expectations for continued strong demand. That could present opposite exposure time and marketing time discussions/conclusions.

The estimated exposure period is typically based on information obtained from sales of similar properties and brokers within the immediate market area. The exposure time for the subject is estimated in the range of 9 to 12 months, due to the subject's location and site characteristics. Based on expectations for similar market conditions moving forward, if the subject was listed for sale based on a competitive and open market, the marketing period is estimated at a similar 9 to 12 months.

### **Appraisal Problem**

The subject property is owned and managed by IDL. As part of the state endowment trust, IDL has a Constitutional mandate to maximize long-term financial returns to a number of state institutions, mainly public schools.

Public auction process: The State of Idaho, through IDL, holds real property that may be available for sale. Parties interested in purchasing available property may generally initiate the sale process by an application or nomination process through IDL. Upon application or nomination, the Land Board would approve or reject a sale. If approved for sale, IDL will appraise the property and set a date for a public auction. The auction will be advertised for at least four weeks prior to the date of the auction. The property will go to the highest bid equal to or exceeding the appraised value. Property cannot be sold for less than appraised value. Inherent are the risks involved with not becoming a successful bidder at the public auction due to potential auction up-bids.

As stated before, the subject was appraised by Langston & Associates on July 14, 2023, and April 16, 2025. In the course of both of those appraisals, the subject size was incorrectly represented as 8.30-acres by IDL. In both appraisals (with different effective dates), and the "as-is" fee simple value was estimated at \$75,000. In late June 2025, however, newly provided information indicated the subject size is ±6.71-acres calculated by IDL GIS. This is a difference of approximately 1.6-acres and warranted this new appraisal with the more precise acreage.

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to determine the appropriate scope of work. USPAP defines the scope of work as: The amount and type of information researched, and the analysis applied in an assignment. Scope of work includes, but is not limited to, the following:

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property.

### Degree of property observation

The subject property was personally observed on May 24, 2022, accompanied by Zane Lathim with IDL. Particular attention was given to the availability of utilities, legal and physical access, presence of onsite and offsite improvements, specific location, size, land classification, topography, and the present or potential land use restrictions by configuration. There is an older portion of a bridge decking that may or may not be located on the property.

#### Degree of property identification

Preliminary Commitment for Title Insurance
IDL Landfolio Digital Records
Benewah County Assessor GIS mapping
Current easements and other itemized data were provided by IDL

### Extent of research into physical or economic factors

The Appraiser applied and analyzed the same comparables used in the Langston & Associates appraisal(s) for the subject, however, did re-confirm the final sale price of Sale 1, as it was a pending transaction in the previous appraisal(s). Other real estate professionals confirmed and verified the sales information and the market data in this report and is deemed reliable.

Gathered information regarding land use and zoning regulations.

Gathered information regarding regional and local market influences.

Gathered and analyzed land sales data to develop the Sales Comparison Approach to Value.

The neighborhood area was personally observed.

Trends which could affect the subject property have been considered.

Market investigations included the following: discussions with real estate professionals familiar with Benewah and Shoshone County real estate market; discussions with or review of publications by the Benewah County Assessor's office. I did not research the names of the parties or the deeds in the county clerk's office for the consummation of sale.

Market participants report that sale prices have remained stable over the last 18 to 24 months, but market activity in general has slowed, due to higher interest rates, and overall less buyer demand. A summary of the general Fernwood/Santa area for vacant properties ranging from 2 to 20 acres are as follows:

- 15 active listings (ranging from \$50,000 to \$159,700.
- 2 pending sales (ranging from \$40,000 to \$75,000.
- 9 closed sales (ranging from \$40,000 to \$80,000.

Regional, county, and neighborhood information was based on data collected from real estate professionals, MLS, IDL records, and other internet sources as well as my history and experience of the neighborhood area. Not all comparables were personally observed. Digital renderings, aerial photos, and appraiser's property descriptions were used to assist in identifying physical characteristics of the comparables. Photos from realtors, appraisers, Benewah County GIS, web-based mapping platforms, and MLS were used within the analysis of this report.

As the case with many appraisal assignments, the amount of good data available for a property depends on the size of the market. In this case, the property is vacant rural or recreational land. The sales shown are believed to reflect the current market trends for vacant rural residential and recreational land in Benewah and Shoshone County. The subject property's location near Fernwood and Santa, along with its easy access to recreational activities, has also been considered. While there aren't a lot of sales to compare, there are still enough in the area to do a proper analysis.

The appraisal is made in accordance with the 2024-2025 edition of the Uniform Standards of Professional Appraisal Practice (USPAP). It became effective on January 1, 2024, and has no stated end date, according to The Appraisal Foundation.

Below: Aerial view of the subject and surrounding neighborhood.

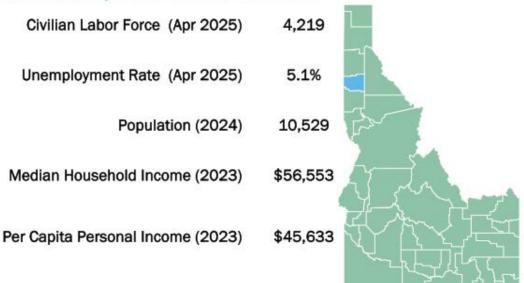


**Economic Profile** 



Last Updated: May 2025

# Benewah County Economic Overview



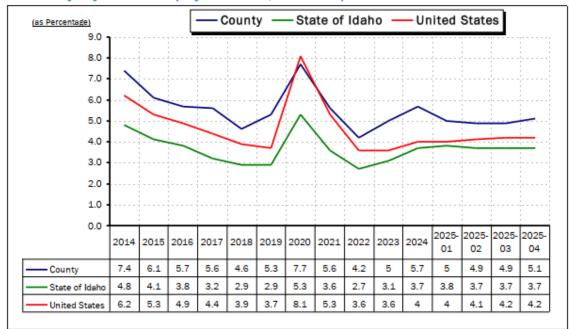
Poverty Rate (2023) 15.0%

Idaho Department of Labor labor.idaho.gov

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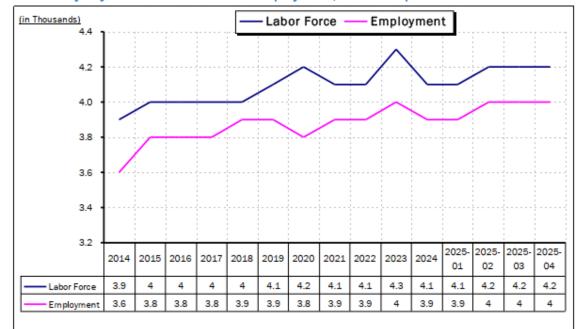
The Idaho Department of Labor is an equal opportunity employer and service provider. Reasonable accommodations are available upon request. Dial 711 for Idaho Relay Service.

### 3. Seasonally-Adjusted Unemployment Rate, 2014 to April 2025



Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS)

### 4. Seasonally-Adjusted Labor Force and Employment, 2014 to April 2025



Source: Idaho Department of Labor- Local Area Unemployment Statistics (LAUS)

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# 5. Industry Employment and Wages, 2013, 2022, and 2023

	2013 2022		2023			
Supersector	Average Employment	Average Wages	Average Employment	Average Wages	Average Employment	Average Wages
Total Covered Wages	3,240	\$35,723	3,429	\$50,231	3,380	\$53,781
Natural Resources and Mining	176	\$42,702	185	\$65,589	177	\$68,126
Construction	85	\$30,389	105	\$41,522	116	\$43,030
Manufacturing	503	\$50,125	557	\$64,865	515	\$69,587
Trade,Transportation, and Utilities	662	\$30,830	704	\$51,058	686	\$56,155
Information	40	\$43,577	40	\$43,729	33	\$35,440
Financial Activities	83	\$30,482	76	\$52,301	79	\$68,045
Professional and Business Services	92	\$35,550	104	\$71,136	105	\$75,486
Education and Health Services	774	\$34,694	765	\$47,827	765	\$50,896
Leisure and Hospitality	150	\$10,845	207	\$15,270	224	\$14,990
Other Services	61	\$28,764	86	\$31,442	86	\$34,093
Public Administration	614	\$36,226	600	\$46,832	594	\$51,641

Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

Idaho Department of Labor, Communications & Research

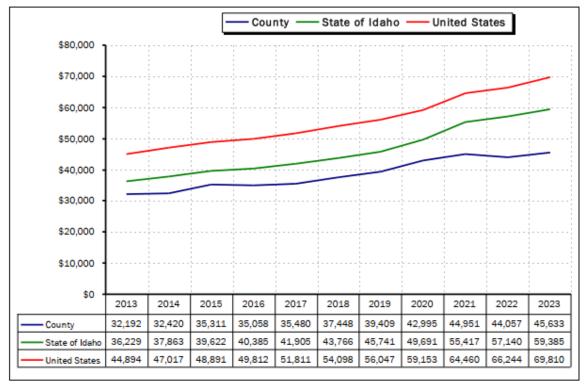
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# 6. Top Employers, 2023

Employer	Ownership	Employment Range
Coeur D 'alene Tribe	Local Government	500 - 999
St. Maries School District	Local Government	100 - 249
Jack Buell Trucking	Private	100 - 249
Benewah Community Hospital	Local Government	100 - 249
Plummer-worley School District	Local Government	050 - 099
Benewah County	Local Government	050 - 099
Valley Vista Care	Private	050 - 099
Archie's Iga	Private	050 - 099
Idaho Department Of Lands	State Government	010-049
Harvest Foods	Private	010-049

NOTE: Only employers that have given the Department permission to release employment range data are listed. Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)

## 7. Real Per Capita Income, 2013 to 2023



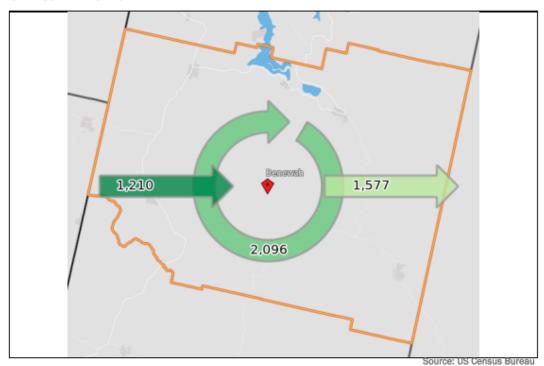
Source: U.S. Bureau of Economic Analysis

Idaho Department of Labor, Communications & Research

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# 8. Labor Force Commuting Patterns, 2022

It is estimated that 2,096 workers lived and worked in Benewah County in 2022. Another 1,210 workers were employed in Benewah County but lived outside, while 1,577 workers commuted to other counties for work.



# 9. Top 10 Cities Where People Who Work in Benewah County Live, 2022

City of Residence	Count of All Jobs	Percentage of Total Jobs
St. Maries	551	16.7%
Plummer	187	5.7%
Coeur d'Alene	132	4.0%
Fernwood CDP	80	2.4%
Post Falls	76	2.3%
Spokane Valley, WA	53	1.6%
Spokane, WA	43	1.3%
Hayden	36	1.1%
Moscow	34	1.0%
Lewiston	24	0.7%

Note: "All Jobs" includes private and public sector jobs. It also includes a count of workers with multiple jobs. Source: US Census Bureau- Longitudinal Employer-Household Dynamics (LEHD)

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# 10. Top 10 Cities Where People Who Live in Benewah County Work, 2022

City of Employment	Count of All Jobs	Percentage of Total Jobs
St. Maries	1,228	33.4%
Plummer	449	12.2%
Coeur d'Alene	219	6.0%
Boise	99	2.7%
Spokane	68	1.9%
Moscow	62	1.7%
Spokane Valley, WA	56	1.5%
Post Falls	52	1.4%
Hayden	48	1.3%
Pullman, WA	32	0.9%

Note: "All Jobs" includes private and public sector jobs. It also includes a count of workers with multiple jobs. Source: US Census Bureau- Longitudinal Employer-Household Dynamics (LEHD)

### For more Information, Contact:

Samuel Wolkenhauer, Labor Economist, Idaho Department of Labor • 600 N. Thornton Street, Post Falls, ID 83854 • (208) 696 - 2353 • samuel.wolkenhauer@labor.idaho.gov • Labor Market Information website: Imi.idaho.gov

Idaho Department of Labor, Communications & Research

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Benewah County's economy still relies heavily on the forest products industry, with more than one in six jobs tied to it. Even though the county has beautiful scenery and outdoor activities, tourism only supports about 150 jobs. This heavy reliance on forestry makes the local economy unstable, especially after events like the housing market crash, which caused lumber prices to drop and led to job losses starting in 2006. Since 2009, lumber prices have been rising again, helping the job market somewhat. Over the past decade, the Coeur d'Alene Tribe has helped boost the local economy. Around 600 people work at its headquarters, clinic, school, farm, and retail stores. The Tribe also runs a casino, hotel, and golf course in Worley, just across the county line, employing about 800 more people.

Much of the county's income comes from forests and farms, so jobs tend to peak in late summer and decline in the winter. Spring often brings the lowest employment because muddy roads limit logging activity. In 2019, the county's unemployment rate hit 10.1% in March but dropped to 3.1% by December.

### **Land Ownership in Benewah County**

Most of the land in Benewah County (79%) is privately owned. This includes large timber companies and the Coeur d'Alene Tribe. The rest is 11% federal land and 10% state land. One of the main timber companies, PotlatchDeltic Corporation, owns about 16% of the private land.

Here's a breakdown of land ownership in the county:

Private: 396,390 acres (79%)
Federal: 55,194 acres (11%)
State: 50,176 acres (10%)
Total: 501,760 acres

About half of the county lies within the Coeur d'Alene Indian Reservation. The Tribe's headquarters are in Plummer, and the Tribe has legal authority over some areas, even for non-tribal members—especially along the St. Joe River between St. Maries and Heyburn State Park. In these areas, you might need to follow Tribal rules or pay fees.

Both tribal and non-tribal members own land within the reservation. If you want to hunt on tribal lands, you'll need a tribal hunting license, even if you already have an Idaho license. For public or private lands outside the reservation, the Idaho license is enough.

Forests cover about 80% of the county, with the rest mostly used for farmland. There are 288 farms (as of 2017), and wheat is the main crop, followed by forage crops and lentils. Most federal and state lands are forested and include areas like the St. Joe National Forest. These forests not only support timber production but also offer outdoor recreation, hunting, and fishing, all of which benefit the local economy and quality of life.

#### Fernwood Neighborhood Market Data

Fernwood began as a logging town in the early 1900s. The land around it was rich with tall, sturdy trees, mostly cedar and pine that drew in logging companies and rugged hard-working families looking to make a life. Railroads soon came through, helping to move timber to bigger towns and cities, and Fernwood quietly grew into a cohesive community.

Back then, people built their homes by hand, hunted and fished for food, and shared stories on porches under starry skies. Even today, Fernwood keeps that peaceful, old-time feel. There are no big box stores or heavy traffic, mostly quiet roads, friendly people, and a lot of open space.

As logging slowed down over the decades, many families moved away, but some stayed, holding onto the land and the lifestyle. Now, Fernwood is part of what's called the St. Maries River Valley, surrounded by forest and rivers, making it ideal for anyone who loves outdoor activities.

Another town close by is Santa, Idaho, a tiny community that got its name from Santa Creek, a nearby stream. Nobody's sure exactly how the creek got that name and some believe it may be short for "Santa Anna" or just a nice sounding name.

#### Vacant Land

A lot of the land around Fernwood is still open, undeveloped, and for sale with a mixture of forest, meadows, and along creeks or hills.

The motivation to buy land in the Fernwood area is different for many reasons. Some want a quiet cabin in the woods. Others are looking to camp, build later, or just hold onto something generational. Land here tends to be affordable compared to bigger towns in Idaho, though some lots may be off-grid, meaning no power or water, at the time of sale.

#### **Real Estate Market**

### **Inventory & Days on Market**

- May 2025: 9 homes sold, a 10% decline from the prior year
- Homes are selling much faster, median days on market dropped from ~88 days (2024) to 16 days.
- However, January showed longer wait times (~70 days), reflecting volatility in bite-sized markets.

### Neighborhood Variations (by area)

- (St. Maries area): median list price ~\$427K (+47% YoY), ~\$330/sq ft (Mar 2025).
- (Plummer area): list price ~\$348K, down ~25% YoY.
- (Worley & St. Maries): list price ~\$397K, up ~7.3% YoY; price growth across all bedroom types

### **Buyer vs. Seller Conditions**

- Buyers benefit from a mix of high inventory, frequent price drops, and some below-asking deals.
- Sellers in hot submarkets (St. Maries) still see rapid sales and YoY gains, though overall activity is thin.
- Variation across different areas suggests localized pockets of growth and decline.

### According to LandSearch:

Category	# of Listings	Avg. Price	Avg. \$/acre	Avg. Lot Size	Median Price
All vacant land	41	\$186,500	\$23,100	8.1 acres	\$81,850
Rural-focused parcels	30	\$252,400	\$26,555	9.5 acres	\$77,000
Residential land lots	22	\$262,900	\$18,640	14.1 acres	\$249,000

To Summarize, the rural residential neighborhood market has evidence of volatility. There are low sales volumes (~3–9 homes/month) and average local trends can swing dramatically. With the elevated sale-to-list ratio (±95-98%) where nearly half of home prices are cut and brings leverage for negotiations.

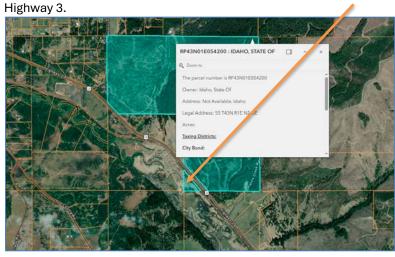
The neighborhood offers opportunities for buyers, particularly outside of the premium areas. Sellers in active market areas may still monetize solid prices quickly, but overall market momentum is fragile. Given the small sample volumes, localized trends by neighborhood, are noteworthy. Any active market participant should monitor monthly price/listing changes and watch buyer behavior closely.

### **Subject Site Description**



Project Name/History:

The ±6.71-acre subject is "split-off" from the 472.34-acre parent tract PN23273 as illustrated below. The subject is the area lying south of



Location:

KNA State Highway 3, about 2-miles southeast of Fernwood and about 2miles southwest of Emerald Creek, Benewah County, Idaho, 83830. (47.094826, -116.362517).

Surrounding Area:

North: Fernwood, Crystal Peak Lookout, Santa South: Railroad, St. Maries River

East: Emerald Creek, Clarkia

West: St. Maries River

Legal Description:

That portion of the southwest quarter of the southeast quarter of Section 5, Township 43 North, Range 1 East, Boise Meridian, Benewah County, Idaho, lying south and west of State Highway No. 3.

Site Size:

The subject property is comprised of approximately 6.71 acres in fee simple ownership, as estimated by the Idaho Department of Lands (IDL). However, uncertainty exists regarding the precise size and location of an existing railroad easement situated along the southern boundary of State Highway 3. This easement, originally granted to the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, encumbers a portion of the property and may impact the net usable acreage. The Appraiser has attempted to illustrate and estimate the area potentially affected by both State Highway 3 and the railroad easement. An exhibit reflecting this estimated net usable area is provided below.



Based on the available information, the appraiser estimates the net usable area to be approximately 3.93-acres (rounded to 4-acres for uncertainty). It is important to emphasize that this figure is an estimate only and should not be relied upon as definitive. Prospective purchasers are strongly advised to conduct thorough due diligence, including but not limited to obtaining an ALTA Land Survey, to confirm the exact boundaries and easement locations.

Frontage/Access:

State Highway 3 is the major linkage from Santa to Fernwood to Clarkia, which connects to Highway 6 and Highway 9. The subject's primary frontage is along State Highway 3 and has rural railroad crossing access. The neighborhood area is considered above average by market participants to access recreational activities in the area including fishing, floating, boating, hiking, and other various outdoor activities.

Zoning/Use:

No Land Use Zone. land use ordinance and county building codes apply.

Shape:

Irregular, "triangular shaped".

Elevation and Terrain: The topography is considered mostly flat and is at street grade.

Utilities Available: Telephone.

Electricity.

**Encumbrances:** 

A commitment for title insurance dated June 20, 2025, was provided in conjunction with this report and attached in the addenda.

As stated earlier, an existing easement (ES59), granted in April 1910 to the Chicago, Milwaukee and Puget Sound Railway Company, encumbers the northern portion of the subject site adjacent to State Highway 3. The easement is for the construction, operation, and maintenance of a railroad right-of-way that varies in width. This easement appears to impact the subject property's gross land area of approximately ±6.71 acres.



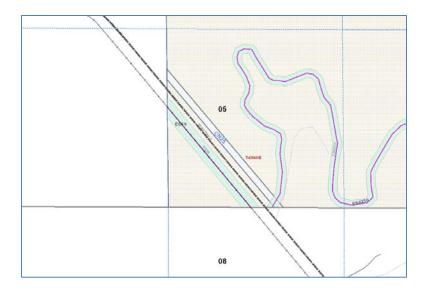
Although the railroad infrastructure remains in place, my field observation indicates a lack of recent use, as native vegetation is now established within the corridor. Regardless, an owner cannot build upon this permanent easement. The portion of the easement crossing the subject is estimated to encompass approximately ±2-acres. Accordingly, the net usable area of the subject is estimated at ±4-acres. An analysis of the resulting net usable acreage is provided in a subsequent section of this report.

Additionally, there is a State of Idaho easement (540) dated August 1939 to Clearwater Valley Light and Power Association for an overhead powerline.

No other easements are known to exist with regard to the subject site, which would adversely affect the parcel. It is an extraordinary assumption of this appraisal that there are no other easements, deeds, or restrictions that currently exist on the subject that would adversely impact the site.

Lastly, there is an existing easement (ES6230), north of S Highway 3, not encumbering the subject which is granted to Potlach Corporation executed April 2002.

Copies of the easements have been included in the Addenda of this report. Below are the easement locations from IDL Digital Records.

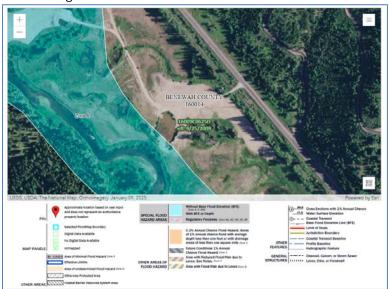


Vegetation:

Vegetative cover is predominately native grass with sporadic trees.

Flood Hazard:

(FIRM Panel 16009C0625D) eff. 9/25/2009. It appears to be located in Zone X, areas determined to be outside the 500-year flood plain for Benewah County unincorporated areas. It should be noted that the St. Maries River is very close to the subject's western and southern boundary. This river area is designated as Zone A.



**Environmental Hazard:** 

If any detrimental issues are found to exist, this valuation is subject to change. No environmental assessment was provided for review. However, environmental issues are beyond my scope of expertise. The appraiser is not an expert in environmental issues. It is assumed that the property is not adversely affected by environmental hazards.

Ground Stability: A soils report was not provided for review. Based on inspection of the

subject and observation of development on nearby sites, there are no apparent ground stability problems. However, I am not an expert in soils analysis. I assume that the subject's soil bearing capacity is sufficient to

support a variety of uses, including those permitted by zoning.

Water Rights: Water rights were researched, and it appears no water rights are

associated with the subject.

Water Rights Verification: Idaho Department of Lands Digital Landfolio.

Mineral Rights: The appraiser has not been provided with any mineral surveys or reports to

evaluate the potential for extracting marketable minerals. Based on information from IDL, there are no known commercially valuable mineral

deposits associated with the subject.

# Subject Photos:



Photograph taken by Zane Lathim. The Appraiser observed August 2023.



Photograph taken by Zane Lathim. The Appraiser observed August 2023 looking northwest.



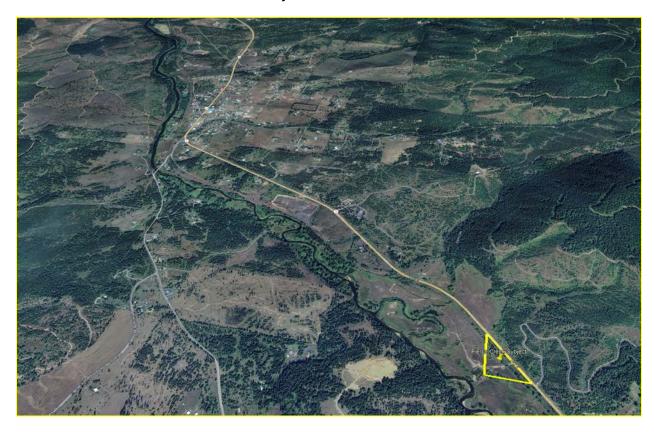
Photograph taken by Zane Lathim. The Appraiser observed August 2023.



Photograph taken by Zane Lathim. The Appraiser observed August 2023.



Photograph taken by Zane Lathim. The Appraiser observed August 2023.



# **Subject Aerial Exhibits**

Above: Subject (green) showing relationship to Fernwood



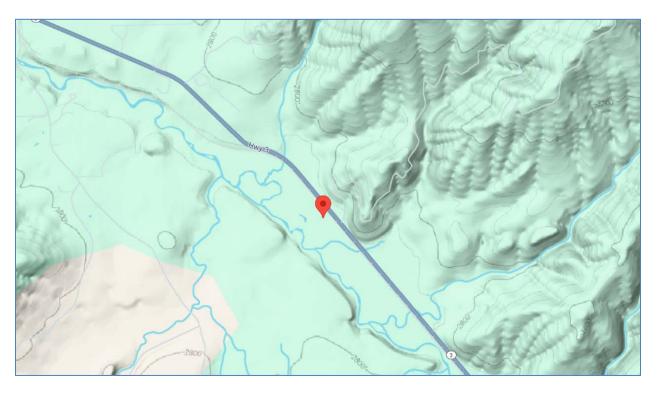
Above: Subject (yellow) looking west towards St. Maries River



Above: Subject birds eye view looking southeast along Hwy 3 corridor



Above: Benewah County parcel map of subject and outline of neighboring parcels (portion of RP43N01E054200)



Above: Topographic map of the area



Above: Landfolio exhibit of a portion of Section 5 showing easement locations

### **HIGHEST AND BEST USE ANALYSIS**

Four criteria are examined in order to determine the highest and best use of the subject property. The criteria and their applicability to the subject are as follows:

- Legally Permissible: a legally permissible use is determined primarily by current zoning regulations and future land use plans. However, other considerations such as long-term leases, deed restrictions, and environmental regulations may preclude some possible uses.
- Physically Possible: physical characteristics, such as size, shape and topography, affect the uses to which land may be developed. For instance, irregular shape may result in poor utilization potential while difficult topography or subsoil conditions may make development entirely impractical.
- Financially Feasible: potential uses of the property are analyzed to make a determination as to whether a property is capable of producing a return which is greater than the combined income needed to satisfy operation expenses, debt service, and capital amortization. Any use that is expected to produce a positive return is classified as financially feasible.
- Maximally Productive: the use that provides the highest rate of return among financially feasible uses is the highest and best use. The use of the land must yield a profitable net return, and the quantity of land devoted to any specific use must be limited to that quantity which will yield a maximum return to each owner.

# **HIGHEST AND BEST USE "AS VACANT"**

Legally Permissible Uses: Benewah County does not implement formal land use zoning; however, Land Use Ordinances are in effect, and all structures must comply with applicable county building codes. The subject property is located in a rural area, with no known long-term leases in place.

It is assumed there is a permitted railroad crossing access via S Highway 3. As stated earlier, the subject has a permanent railroad easement that parallels the southern boundary of Highway 3. The other existing utility easements, including those for Clearwater Valley Light and Power are typical for the area and are not considered to have a material impact on the property's value. It is assumed that the property is a standalone parcel and has not been formally surveyed. Based on prevailing land use regulations, adjacent property uses, and current market trends, the subject site is likely suitable for rural residential or recreational development.

Physically Possible Uses: The subject property features mostly flat topography, making it generally suitable for development with minimal site preparation, particularly for residential construction. The area offers residential appeal and is located adjacent to state land across S Highway 3, enhancing its desirability. The parcel is irregularly shaped, resembling a right triangular configuration, with an approximate size of ±6.71-gross acres. The net usable acres are estimated at 4-acres. Despite its shape, the lot size and dimensions are sufficient to accommodate a typical building footprint in compliance with county ordinances.

Electricity is available nearby, though no other utilities are currently on or connected to the site. In summary, the property does not appear to have any physical limitations that would restrict development under its highest and best use.

Financially Feasible: Based on the analysis, both the commercial and residential sectors within Benewah County are exhibiting slow but stable demand for vacant land intended for residential and recreational purposes. The residential market is expected to maintain this trend in the near term. Considering these market dynamics, it is reasonable to conclude that the subject property would likely be permitted for future rural residential and/or recreational use.

Maximally Productive and conclusion: Based on the application of the four tests of highest and best use, the most maximally productive use of the property is likely to be future rural residential or recreational development, contingent upon market demand.

### Most probable buyer:

Based on the characteristics of the subject along with the nearby recreational opportunities, the most likely buyer would be an owner occupant who would develop the site for future rural residential/recreation use.

### **METHODS OF THE APPRAISAL PROCESS**

Current appraisal standards recognize three basic approaches to real estate value. These are identified as the Cost, Income, and Sales Comparison Approaches. All three rely on data derived from the marketplace. The three approaches are regarded as a series of checks on the appraiser's judgment by reflecting a separate value conclusion from each. In each approach, the value of the subject is estimated considering the highest and best use of the property. The final step in the appraisal process is the reconciliation or correlation of the three indications of value into a final estimate.

### **Cost Approach**

The cost approach to value is a summation of the contributory value of the land and contributory value of the site and structural improvements. The validity of the resulting value estimate is impacted to varying degrees by the accuracy of the cost estimates and the depreciation estimate. As the site is vacant, the Cost Approach is not warranted.

### **Income Approach**

Income Approach measures value by capitalization of the net income from the real estate. The potential gross income is first estimated based on data derived directly from the market. Deductions are then made for vacancy and collection loss and normal operating expenses. The resulting net income figure is then converted to a value estimate by any one of several capitalization methods. As the subject is not an income producing property, the Income Approach is not warranted.

### **Sales Comparison Approach**

The Sales Comparison Approach derives an estimate of value for the subject property through the analysis of recent sales of comparable properties that have transacted within a reasonable time frame prior to the appraisal date. These comparables should be sufficiently similar in characteristics to provide a reliable basis for valuation. Units of comparison (e.g., price per square foot or per acre) are identified and adjusted for relevant differences such as location, physical attributes, and other market factors. These adjusted indicators are then applied to the subject property to arrive at a credible value estimate. The reliability of this approach is contingent upon the availability of an adequate number of relevant market comparables. For the purposes of this report, the Sales Comparison Approach is the sole methodology employed in estimating the "as-is "value of the vacant land.

#### **Data Research**

A market data search and investigation were therefore made concerning recent vacant land sales having residential/recreational potential similar to the subject. I researched sales by contacting real estate appraisers or have information regarding sales and listings in the areas that I believe would provide sales information relevant to this project. Criteria considered in the search were size, date of sale, geographical location, physical characteristics, and access.

From the available data I selected 5 vacant sales of residential and/or recreational development. These sales range in size from 4.87 to 14.42 acres and bracket the subject by size. These comparable sales are all located in general neighborhood of the subject and indicate an unadjusted range in value from \$54,500 tO \$140,000 or \$0.16/SF to \$0.45/SF. The highest and best use of the 5 sales are residential/recreational or in transition to residential. A narrative summary of the sales used in the direct comparisons is provided below.

### **Land Sale Descriptions**

Sale 1 This 4.87-acre parcel, located on the north side of State Highway 3 near Emerald Creek in Fernwood, Idaho, sold in May 2024 for \$60,000, equating to approximately \$12,320 per acre.

The property features an irregular shape with a generally level terrain near the highway, transitioning to an upward slope toward the center. Situated approximately six air miles southeast of the subject property along Highway 3, the site offers a mix of topographical features. The southern portion is nearly level and slightly elevated above street grade. According to the Benewah County Parcel Mapping System and USGS National Map data, roughly 20–25% of this southern section lies within a designated wetland or marsh area, which limits development potential in that zone and shifts more practical use to the northern portion of the parcel. The central area of the property has a gently sloping crown and is characterized by native pasture vegetation interspersed with mature trees, providing partial cover for what is currently a vacant residential site. A seasonal pond appears to be present in the southern section. At the time of sale, the property was partially fenced, with no existing water or sewer infrastructure. Overhead power lines run along the length of the site, though a dedicated access road from the highway may be required for future development. The property

was originally listed in March 2023 at \$79,000. After several months on the market and extended negotiations, it ultimately sold for \$60,000. Below is an image of the comparable land sale.





Sale 2 In June 2023, a private sale was completed for a 5.04-acre vacant parcel located at 4500 Carpenter Creek Road (Parcel No. RP43N01W248000), approximately 2.9 air miles west of Emerald Creek. The property sold for \$99,000, equating to approximately \$19,643 per acre. It is zoned for residential use. The parcel is rectangular in shape and characterized by dense timber and a mix of level and gently up-sloping terrain toward the center, which then levels out again. The site offers a secluded setting with access via a private two-track dirt driveway easement located near the northwest corner of the property. This easement connects to Carpenter Creek Road from Old County Road, which provides access to Fernwood and Emerald Creek. Carpenter Creek is located nearby to the north, and electrical power is available at the site. The property was on the market for approximately three months prior to the sale. Below is an image of the comparable land sale.





Sale 3 The property comprises approximately 5.16 acres of vacant residential/recreational land located at 167 Cypress Lane, approximately 2.3 air miles west of the subject parcel (RP001500200510). The sale occurred in July 2022 for \$54,500, equating to approximately \$10,562 per acre. Situated about 2 air miles northeast of Fernwood, the parcel is accessible via a winding dirt road extending from Cypress Lane. It is located within the Crystal Creek Subdivision, among numerous similarly sized and shaped lots. The terrain is undulating with areas of steeper slope and is densely forested. The parcel is irregular in shape, roughly triangular, and at the time of sale, it lacked both a well and septic system, although electrical power was available. The property is currently unzoned. Below is an image of the comparable land sale.





Sale 4 is located at 631 E Tamarack Dr and sold in November 2022 for \$55,000 or \$7,143 per acre RP001500200310, within the Crystal Creek Subdivision. The 7.70-acre, irregularly shaped property is residential land located in the Crystal Creek drainage. Access is a winding dirt road from Tamarack Dr within many smaller lots in similar sizes and shapes. The land is sloped with a draw near the southern portion and heavily timbered. There is no land zoning and the property has electricity available and was marketed for about a month and sold for full list price. Below is an image of the comparable land sale.





Sale 5 is a September 2022 sale of 14.42-acres and the sale price was \$140,000, which is \$9,709 per acre. This 7.70-acre property is located on the north side of Highway 3 between Fernwood and Emerald Creek (61743 Highway 3) about 4.25 air miles southeast of the subject (RP43N01E080G & RP43N01E09300C). The property was listed for \$160,000 then eventually dropped to the sale price of \$140,000 or \$9,709/acre. The property is street grade and currently agricultural land that could be transitioned into rural residential. There is a road easement along the northern/western property boundary used to access an adjoining parcel from the highway. Power is available and the land is level and has highway frontage like the subject and is mostly rectangular in shape. Below is an image of the comparable land sale.





#### **Data Analysis**

There are several ways to analyze and adjust data. The preferred method is a direct comparison of one sale to another sale, or a "matched pair analysis". The sale is compared with another sale that differs significantly in only one factor. The contribution of that factor can then be estimated from the two sales and applied to the other sales to make them similar to the subject property. In the matched pair analyses, whenever possible I avoid applying other adjustments to keep the comparisons as pure as possible.

When adequate data for matched pair analysis is unavailable, I utilize qualitative analysis. This approach is particularly effective when limited data prevents precise numerical or percentage-based adjustments, such as in this case of the unique rural properties. For the subject property, I have applied a relative comparison analysis, considering the variations in relevant key factors among the comparable sales.

Qualitative Adjustments involve the following:

- Comparing relevant characteristics to the subject, assigning a rating (inferior, similar, superior).
- Analyze the ratings by counting the number of relevant "inferior" and "superior" ratings for each
  comparable sale. A preponderance of "superior" ratings suggests the comparable sale indication is
  worth more than the subject, and vice versa.
- The comparables that are most similar to the subject property, based on the qualitative analysis, will help bracket or rank the likely value range for the subject property.
- Use market knowledge, data analysis, and the appraiser's expert judgment to compare similar property sales and determine a final estimated value.

Summaries of the adjustment analyses to follow.

**Property Rights Conveyed:** The value estimate sought pertains to the fee simple estate. All of the sales involve conveyance of the fee simple estate requiring no adjustments and are considered similar.

**Financing Terms:** The definition of market value assumes cash or cash equivalency. Financing terms which are favorable to either the buyer or the seller would require adjustment to the extent that such terms impacted the nominal sale price. Terms associated with all of the comparable sales were reported as being cash or cash equivalent. As such, no adjustment for atypical financing terms is indicated for the comparables and are considered similar.

**Condition of Sale:** This element of comparison takes into account the possibility of atypical motivation on the part of the buyer or seller in a sales transaction and the impact that such might have on the sales price. All sales are considered typical motivation and prices are reflected as such. All of the sales are considered similar for conditions of sale.

**Expenditures Immediately Following Sale:** Adjustments to the reported sale price may be required for expenditures relating to the sale property incurred by the buyer or seller immediately following the transaction. No additional adjustments to the sales are required and are considered similar.

Market Conditions (Date of Sale): Real estate values change over time in response to various market forces interacting. Such can result in property values increasing, decreasing, or remaining static over any given time period. Market participants note the market increased considerably from the unsustainable high momentum in 2020 to 2021 with a slowly plateauing and possibly down turning affect as of the effective date of this report correlated with historically low interest rates which have abated from 2020 to 2022.

This is primarily due to the federal reserve's monetary tightening to reverse the inflation. The current inflation rate has dropped to around 2.4% (without gas or food prices). Interest rate drops are anticipated if the country holds and maintains the neutral inflation rate of 2.5-3.5%. The current 30-year fixed national mortgage interest rate is 6.82% down from 8.16% about a year ago, and real estate is often a lagging indicator of the overall economy.

In Fernwood, listings average 99–119 days on market—suggesting these parcels aren't turning over quickly. Market participants report that sale prices have remained stable over the last 18 to 24 months, but market activity in general has slowed, due to higher interest rates, and overall, less buyer demand. Therefore, the sales are considered current, and no market conditions are warranted.

**Physical Characteristics:** Physical characteristics include factors such as location, site size, frontage/access, zoning, shape, topography, and availability of utilities. Adjustments for these relevant characteristics are summarized in the land sales adjustment table to follow.

Location:

Location is evaluated based on factors such as proximity and travel time to the nearest municipalities, as well as the quality, pricing, and overall appeal of surrounding residential development. In this analysis, each comparable sale is assessed in relation to its time-distance linkage to S Highway 3 and neighboring towns including Fernwood, Emerald Creek, Santa, and Clarkia. The subject property's neighborhood has relatively equal access to these towns for essential services such as fuel, supplies, and entertainment. All comparable land sales exhibit similar rural locational characteristics; therefore, no location-based adjustments are deemed necessary.

Access:

As summarized before, the subject has rural public frontage/access from Highway 3. Comparable Land Sales 1 & 5 are considered similar in frontage/access as they are on the north side of S Highway 3 near the subject. Comparable Sales 3 & 4 are inferior because the narrow physical access is circuitous and relatively steep from Highway 3, thus is inferior in access when compared to the subject. Comparable sale 2 is accessed via a private gravel driveway extending from the southeast side of Big Carpenter Creek Road, therefore, it is similar in surrounding uses when compared to the subject, however, Comparable 2 is considered slightly superior in access as it does not front a busy highway, but yet it is still close to Highway 3 and the amenities provided by the community of Fernwood.

Shape:

As stated earlier, the subject is irregular in shape (triangle) and is longer than the base with possible future subdivision limitations. Comparable Sales 1, 3, & 5 are similar in shape and configuration as the subject; therefore, no adjustments are needed for these comparables. The remaining comparable Sales 2 & 5 are superior in shape and configuration and are considered superior for this attribute when compared to the subject.

Topography:

As stated earlier, the subject is considered mostly level in elevation and terrain that is at street grade. Comparable Sales 1, 2, & 5 are considered similar for this attribute and no

adjustments are needed. Comparable Sales 3 & 4 have large areas where the terrain is steeply sloping and are considered inferior for the topography difference.

Zoning/Use:

Approximately 20–25% of the southern portion of Comparable Sale 1 consists of wetland or marshland, which limits the development potential in that area and shifts the practical use of the property toward the northern section. Due to these limitations, Comparable Sale 1 is considered similar to the subject property in terms of zoning and use, as the subject also has a reduced net usable area of approximately 4 acres but benefits from a buffer area adjacent to the highway.

The remaining comparable land sales exhibit similar zoning and use characteristics to the subject property, and therefore, no zoning/use adjustments are warranted. Differences related to net usable acreage will be addressed in the following section under "Site/Size."

Site Size:

Size adjustments are dictated by actual market buyer preferences. The compiled sales have been displayed to show how size correlates to the overall sales prices:



The data suggests a moderate correlation between parcel size and overall land value, holding other factors constant. The accompanying chart illustrates the general market influence of parcel size prior to adjustments for location and physical characteristics specific to the subject property and reflects an R<sup>2</sup> value of 0.65. It is important to note that this indicates correlation, not causation.

Comparable Sales 2, 3, 4, & 5 have larger parcel sizes than the subject property (net usable) and are therefore considered superior. Comparable Sale 1 is considered similar in net usable size when compared to the subject, therefore no adjustment is warranted. Specific size-related adjustments are presented in the subsequent land sales adjustment table.

**Utilities:** 

Electricity and telephone are available from the property border for the subject property. All comparable sales are considered similar for the availability of utilities and no further adjustments are warranted and considered similar.

On the next page is the Land Sales Adjustment Table illustrating the adjustments applied to the comparable sales:

PIN		Land Sales Adjustment Table					
Namer/Location		Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
PFIN	Name/Location	±2-Miles Southeast of			167 Cypress	Dr./Crystal Creek 631 E Tamarack	Adjacent to 61743 Highway 3,
Area (SF)  174,240  212,576  219,996  225,234  336,105  629,433  Sale Price  - \$60,000  \$99,000  \$\$54,500  \$\$55,000  \$\$140,000  DOV/Sale Date  6/18/2025  May 2024  June 2023  July 2022  Nov 2022  Sept 2022  Sales Price/scre  \$12,320  \$19,643  \$10,562  \$7,143  \$9,709  Sales Price/sF  \$0,28  \$0,45  \$0,28  \$0,45  \$0,24  \$0,16  \$0,022  Property Rights  Financing Terms  Conditions of Sale  Expenditures Made After Purchase  Market Conditions  Difference (years)  Location  Difference (years)  Similar  Similar	PIN		RP43N01E154925A	RP43N01W248000	RP001500200510	RP001500200310	RP43N01E080G & RP43N01E09300C
Sale Price	Size (NET Usable acres)	4.00	4.87	5.04	5.16	7.70	14.42
DOV/Sale Date	Area (SF)	174,240	212,576	219,996	225,234	336,105	629,433
Sales Price/acre  \$12,320 \$19,643 \$10,562 \$7,143 \$9,709  Sales Price/SF \$0.28 \$0.45 \$0.24 \$0.16 \$0.22  Property Rights Similar	Sale Price	-	\$60,000	\$99,000	\$54,500	\$55,000	\$140,000
Sales Price/SF  \$0.28 \$0.45 \$0.24 \$0.16 \$0.22  Property Rights  Financing Terms  Conditions of Sale  Expenditures Made After Purchase  Market Conditions  Location  Physical Characteristics  Site Size  Frontage/Access  Zoning/Use  Shape  Topography  Utility Available  Net Adjustments  Net Adjustments  Ocealt Comparable 1  Comparable 1  Comparable 1  Comparable 2  Comparable 2  Comparable 2  Similar  Superior  Superior  Superior  Similar  Superior  Similar  Si	DOV/Sale Date	6/18/2025	May 2024	June 2023	July 2022	Nov 2022	Sept 2022
Property Rights Financing Terms Conditions of Sale Expenditures Made After Purchase Market Conditions Location Difference (years) Location Physical Characteristics Site Size Frontage/Access Zoning/Use Shape Topography Utility Available Net Adjustments Net Adjustments  Net Adjustments  Dimitar Similar Superior Superior Superior Superior Similar Superior Similar Similar Similar Similar Similar Similar Superior Similar Similar Similar Similar Superior Similar Similar Similar Superior Similar Similar Similar Superior Similar Similar Similar Superior Similar Superior Similar Si	Sales Price/acre		\$12,320	\$19,643	\$10,562	\$7,143	\$9,709
Financing Terms  Conditions of Sale  Similar S	Sales Price/SF		\$0.28	\$0.45	\$0.24	\$0.16	\$0.22
Conditions of Sale  Expenditures Made After Purchase  Market Conditions  Difference (years)  Location  Physical Characteristics  Site Size  Frontage/Access  Zoning/Use  Shape  Topography  Utility Available  Net Adjustments  Net Adjustments  Comparable 1  Comparable 2  Comparable 2  Comparable 2  Comparable 2  Comparable 3  Similar  Superior  Superior  Superior  Superior  Similar  Superior  Similar  Similar  Similar  Similar  Superior  Similar  Similar  Similar  Similar  Similar  Superior  Similar  Similar  Similar  Superior  Similar  Similar  Superior  Similar  Similar  Similar  Superior  Similar  Similar  Similar  Superior  Similar	Property Rights		Similar	Similar	Similar	Similar	Similar
Expenditures Made After Purchase  Market Conditions  Difference (years)  Location  Physical Characteristics  Site Size  Frontage/Access  Zoning/Use  Shape  Topography Utility Available  Net Adjustments  Net Adjustments  Overall Comparable 1  Comparable 1  Comparable 2  Comparable 2  Comparable 2  Comparable 2  Comparable 3  Comparable 4  Comparable 5  Similar  Superior  Similar  Similar  Similar  Similar  Superior  Similar  Similar  Similar  Superior  Similar  Similar  Similar  Superior  Similar  Similar  Similar  Superior  Similar  Superior  Similar  Similar  Superior  Similar  Sim	Financing Terms		Similar	Similar	Similar	Similar	Similar
Market Conditions Location  Difference (years) Location  Physical Characteristics Site Size Frontage/Access Zoning/Use Shape Topography Utility Available Net Adjustments  Net Adjustments  Difference (years) Similar Similar Similar Superior Superior Superior Superior Superior Superior Similar Superior Similar Similar Similar Superior Similar Similar Similar Superior Similar Superior Similar Similar Similar Superior Similar Similar Superior Similar S	Conditions of Sale		Similar	Similar	Similar	Similar	Similar
Similar   Superior   Superior   Superior   Superior   Superior   Superior   Similar	Expenditures Made After Purchase		Similar	Similar	Similar	Similar	Similar
Physical Characteristics  Site Size Frontage/Access Zoning/Use Similar Similar Slighty Superior Inferior Inferior Similar Simi	Market Conditions	Difference (years)	Similar	Similar	Similar	Similar	Similar
Site Size Frontage/Access Zoning/Use Shape Topography Utility Available Net Adjustments  Low \$54,500 Mean \$81,700 Median  Similar  Similar Similar Slighty Superior Similar Slighty Superior Inferior Similar	Location		Similar	Similar	Similar	Similar	Similar
Frontage/Access Zoning/Use Similar Sim	Physical Characteristics						
Zoning/Use Shape Similar Similar Superior Similar Similar Similar Similar Similar Superior Similar Similar Superior Similar Net Adjustments  \$60,000 \$99,000 \$99,000 \$54,500 \$55,000 \$140,000 Comparable 1 Comparable 2 Comparable 3 Comparable 4 Comparable 5 Similar Superior Slightly Inferior Superior	Site Size		Similar	Superior	Superior	Superior	Superior
Shape Topography Utility Available Net Adjustments  Comparable 1  Low \$54,500  Mean \$81,700  Median \$60,000  Similar Superior Similar Inferior Inferior Similar Simila	Frontage/Access		Similar	Slighly Superior	Inferior	Inferior	Similar
Topography Utility Available Net Adjustments  Similar	Zoning/Use		Similar	Similar	Similar	Similar	Similar
Similar   Simi	Shape		Similar	Superior	Similar	Similar	Superior
\$60,000	Topography		Similar	Similar	Inferior	Inferior	Similar
Comparable 1 Comparable 2 Comparable 3 Comparable 4 Comparable 5  Similar Superior Slightly Inferior Slightly Inferior Superior  Low \$54,500  Mean \$81,700  Median \$60,000	Utility Available		Similar	Similar	Similar	Similar	Similar
Coverall Comparisons         Similar         Superior         Slightly Inferior         Slightly Inferior         Superior           Low         \$54,500         Mean         \$81,700         \$81,700         \$60,000         \$60,000         \$81,700         \$	Net Adjustments		\$60,000	\$99,000	\$54,500	\$55,000	\$140,000
Low \$54,500  Mean \$81,700  Median \$60,000			Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Mean         \$81,700           Median         \$60,000	Overall Comparisons		Similar	Superior	Slightly Inferior	Slightly Inferior	Superior
Mean         \$81,700           Median         \$60,000							
Median \$60,000	Low	\$54,500					
	Mean	\$81,700					
High \$140,000	Median	\$60,000					
	High	\$140,000					

## **Land Value Conclusion**

The indications of the subject's overall site value ranges from \$54,500 to \$140,000 with a mean of \$81,700 and median of \$60,000 per lot, respectively. Conversely, on a per-acre basis, the comparable sales range from \$7,143/acre to \$19,643/acre with a mean of \$11,875/acre and median of \$10,562/acre, respectively. The following table illustrates the ranking of the comparable land sales to the subject property.

Qualitative Relative Comparison Summary					
Comparable Land Sales	Site Size (Acres)	Adjusted Overall Price	Ranking		
Comparable 5	14.42	\$140,000	Superior	\	
Comparable 2	5.04	\$99,000	Superior		
Comparable 1	4.87	\$60,000	Similar	Subject	
Subject	4.00 NET				
Comparable 4	7.7	\$55,000	Inferior		
Comparable 3	5.16	\$54,000	Inferior	/	

#### **Conclusion of Value:**

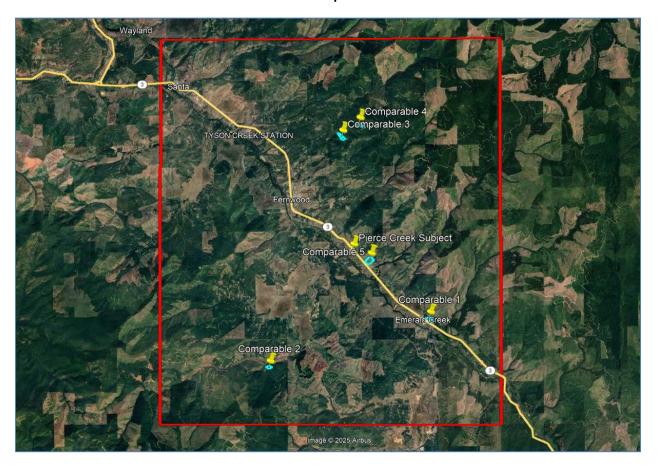
Based on the qualitative comparative analysis, the ±6.71- acre (4-acre net usable) subject property is bracketed by the comparable sales in terms of similar characteristics such as size, access, zoning, shape, topography and availability of utilities. Comparable 2 and Comparable 5, both rated superior in comparison to the subject and reflect adjusted prices of \$99,000 and \$140,000, respectively.

In contrast, Comparable land Sales 3, and 4, are rated inferior to the subject and indicate lower adjusted prices ranging from \$54,000 to \$55,000 and Comparable Land Sale 1 was considered similar.

Given the subject's intermediate position within the qualitative rankings, its market value is supported within the range of comparable land sales, particularly between the inferior and superior groupings (less than Comparable Land Sale 2 at \$99,000 and more than Comparable Land Sale 4 at \$55,000). Placing primary weight on Comparable Sale 1, and the relative positioning of the subject, an indicated value toward the lower end of this range is reasonable.

Therefore, the concluded "as-is" value of the subject property is estimated to be **\$60,000**, based upon the extraordinary assumption that the rural residential/recreational site is a standalone ±6.71-acre site. The use of the extraordinary assumptions and hypothetical conditions might have affected the assignment results.

# **Location Map of Sales**



**ADDENDA** 

or to protect

# EASEMENT NO. 4697

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH.

BENEWAH COUNTY, IDAHO, a municipal corporation,

Plaintiff,

**∤** # %

ORDER OF CONDEMNATION.

STATE OF IDAHO. a municipal corporation.

Defendant.

It appearing to the Court from the files and records of the above entitled case, that the defendant, State of Idaho, a municipal corporation, has agreed by stipulation and answer as to the value of the land proposed to be taken by said condemnation proceedings, and has consented by said answer and stipulation that an order of condemnation may be entered when the sum agreed upon in said answer and stipulation has been paid; and by stipulation has waived findings of facts and conclusions of law;

And it further appearing from the pleadings in said action that said amount agreed upon is the sum of Ten Dollars, (\$10.00) per acres, and that the amount of land taken by said condemnation proceedings is one and one-half acres ( $1\frac{1}{2}$  A.), and that there is, therefore, due from Benewah County, Idaho, the above named plaintiff, to the State of Idaho, the above named defendant, the sum of Fifteen Dollars (\$15.00);

And it further appearing to the satisfaction of the court that payment of said amount has been made by said plaintiff to said defendant,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the parcels of land hereinafter described be, and they are hereby condemned for the following uses and purposes, to-wit: For the purpose of a public highway in Bengwah County, State of Idaho, to be known as a part of the Fernwood, Clarkia Road, being Road No.488.

918 Brill

in the state of th

Said lands so condemned anddecreed to the said plaintiff for said use, as aforesaid, are described as follows, to-wit:

A strip of land 50 feet wide in the SW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of Section 5. Township 43, North, Range 1 East B.M. Benewah County, Idaho, beginning at a point 1800 feet west of the Section corner in the SE corner of said Section 5, which point is Station 117-50 of the survey as run by the County Surveyor on the 3d day of July,1915, whence the line runs North 40° 28' West for a distance of 1300 feet through this SW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of said Section 5 to a point that is Station 130-50 of said survey. The land sought is a part of the SW\(\frac{1}{4}\) of the SE\(\frac{1}{4}\) of said Section 5 of said Township and Range. It lies parallel and contiguous to the NE right-of-way line of the St.Maries River Branch of the Chicago, Milwaukee & St.Paul Railroad Company and contains 1.50 acres.

Said strip of land sought to be condemned is more specifically shown an the map attached to plaintiff's complaint on file in this action, marked Exhibit "A" and made a part thereof.

Dated this 5th day of December A.D. 1916.

John M. Flynn,

District Judge.

Esmt59

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of \$910.50 for the within mentioned land and the timber upon right-of-way over the NE tof the NW and the NW1 of the NW1, Section 6, township 44 N. R. 1 W. B. M. receipt of which is hereby acknowledged, and in pursuance of the statutes in such cases made and provided, there is hereby granted unto the Chicago, Milwaukee and Puget Sound Railway Company, a corporation, a right of way consisting of a strip of land varying in width from 100 feet to 150 feet, lying fifty feet, more or less, on each side of the center line of the main track of the Chicago, Milwaukee and Puget Sound Railway Company together with occasional additional widths which are more particularly shown and described on blue prints and applications on file in the office of the State Board of Land Commissioners, over and across the following described tracts of land, to wit:

SELESEWILL ASSET OF SELECTION O	1 45 45 45 45 45 45 45 45 45 45 45 45 45	RANGE WWWWWWWWWWWWWWWWWWWWWWWWWWWWWWWWWWWW	12333 33333314 5163 55 33 32
--	--	--	------------------------------

Seventy Four and Five Hundredths Acres, more or less.

Esmt59

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises for the purpose of right-of-way as aforesaid, together with the appurtenances, unto the Chicago, Milwaukee and Puget Sound Railway Company, a corporation, and to its successors and assigns forever.

IN WITHESS WHEREOF, I, James H. Brady, Governor of the State of Idaho, and ex-officio President of the State Board of Land Commissioners, have hereunto subscribed my name and caused the seal of the said Board to be hereunto affixed this 11th day of April, 1910.

Governor and President.

Attest:

Register.

ESMT 6230

# 409748

# STATE OF IDAHO EASEMENT NO. 6230

THIS EASEMENT, dated this <u>18th</u> day of <u>April</u>, 2002, from **STATE OF IDAHO**, **DEPARTMENT OF LANDS**, 954 W. Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050 (hereinafter "**Grantor**"), to **POTLATCH CORPORATION**, P.O. Box 1388, Lewiston, Idaho 83501 (hereinafter "**Grantee**");

#### WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain agreement titled Cooperative Road Use Agreement, dated June 1, 1994.

WHEREAS, that agreement provided for the grant of reciprocal easements and for sharing of construction, reconstruction, and maintenance costs of roads upon and across those easements; and

WHEREAS, the parties have agreed that an easement across the lands herein described should be issued pursuant to Article IV, Section 1 of the agreement:

NOW THEREFORE, Grantor, for an in consideration of a reciprocal easement (Acquired Easement No. 550), the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its successors and assigns, subject to existing easements and valid rights, a perpetual nonexclusive easement for a road along and across a strip of land over and across various sections in Townships 43 and 44 North, Range 1 East, B.M. in the Counties of Benewah and Shoshone, State of Idaho, as designated on the attached map (Exhibit 1).

Said strip of land, hereinafter referred to as "premises" or "road," shall be 33 feet on each side of the centerline of the currently existing road.

If the said road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the parties as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated.

State of Idaho Easement No. 6230 Page 2 of 5

# 409768

This grant is made subject to the following terms, provisions, and conditions:

1. Except as hereinafter limited, Grantee shall have the right to use the road for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, including the right to allow use by log haulers and other parties necessary to Grantee's conduct of the aforementioned activities, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of all users of the road.

Grantor alone may extend rights and privileges for use of the premises to third parties. Third parties shall be defined for purposes of this easement as persons whose use of the road is not connected with management or utilization of lands owned by either Grantor or Grantee. Provided, that Grantor shall control such third party use so that it will not unreasonably interfere with use of the road by Grantee.

- 2. Grantee shall have the right to cut timber upon the premises to the extent necessary for reconstructing and maintaining the road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by the timber owners and decked along the road for disposal by the owner of such timber.
- 3. The costs of maintenance shall be allocated as outlined in the Hatton-Adams-Pierce Supplemental Cooperative Road Use Agreement, entered into by the parties on the 1st day of April, 2002. Upon termination of the said Supplemental Cooperative Road Use Agreement, and thereafter, the Grantee shall do his proportionate share of road maintenance.
- 4. Grantor reserves the right to use the road for all purposes deemed necessary or desirable by the Grantor, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may customarily and reasonably impose upon or require of all users of the road. Provided, however, that nothing contained herein shall prevent the parties from using the road for purposes of operating and moving specialized logging vehicles and other equipment.
- 5. Grantor reserves the right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

State of Idaho Easement No. 6230 Page 3 of 5

# 409768

- Grantor reserves the right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided in Paragraph 2.
- 7. It is agreed by the parties that the road shall not be a public road.
- 8. If the lands so granted under this easement are not used for the purposes specified within five (5) years from the granting of such easement, then the said lands so granted shall revert to the Grantor.
- 9. If the easement is not used for the specified purpose for any consecutive five (5) year period, the Grantor may declare, in writing, such easement forfeited and the use of lands will revert to the Grantor or to the record owner of the lands.
- 10. Nothing in this instrument shall be construed as binding the Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or other authorized funds available for such purpose.
- 11. This easement is issued by the authority of the Rules for Easements on State Land (IDAPA 20.03.08) dated July, 1993.
- 12. If at anytime both parties, by mutual agreement, determine that the road, or any segment thereof, is no longer needed for the purposes granted, the Easement thereby shall terminate.

PROVIDED, that this easement is granted pursuant to the terms and conditions of that certain Hatton-Adams-Pierce Supplemental Cooperative Road Use Agreement entered into by the parties on 1st day of April, 2002, and all use of the premises is subject to the terms and conditions thereof. In the event either of the parties elects to terminate the said Supplemental Cooperative Road use Agreement, this Easement shall continue in full force and effect in accordance with its terms and conditions as stated herein. Upon termination of the said Supplemental Cooperative Road Use Agreement, and thereafter, the Grantee shall do his proportionate share of road maintenance.

State of Idaho Easement No. 6230 Page 4 of 5

# 409768

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 State and the Director, Idaho Department of Lands. AND COMMISSIONERS STATE BOARD OF Governor of the State of Idaho and President of the State Board of Land Commissioners Countersigned: Secretary of State Director. Idaho Department of Lands State of Idaho ) ss County of Ada day of Q, 2002, before me, a Notary Public in and for said state, personally appeared DIRK KEMPTHORNE, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; PETE T. CENARRUSA, known to me to be the Secretary of State for the State of Idaho; and WINSTON A WIGGINS, known to me to be the Director of the State of Idaho, Department of Lands, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written. Notary Public f Residing at My Commission expires

# 409768

State of Idaho Easement No. 6230 Page 5 of 5

T43N R1E 55 GL # 2, SWNE, NESW, SWSW S3 GL # 4, SWNW, NWSW S4 GL # 3 & 4, SWNW, NESE, S2SE S5 S9 **NENE** T44N R1E *∪* S11 W2SW 25 S15 E2NE <sub>55</sub> **S23** NWNE, N2NW 55 **S27** E2SW, SE SS **S32** NESE, GL # 6 & 7 95 **S33** NWSW S34 N2NE, NENW, S2NW, NWSW

Approximately 10.07 Miles of Road

Approximately 80.56 Acres

.

## ALTA COMMITMENT FOR TITLE INSURANCE

issued by

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILTY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of: Flying S Title and Escrow of Idaho, Inc. 831 Main Avenue St. Maries, ID 83861 (208)667-0567 FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No. 1102727-SM	Page 1 of 9	ALTA Commitment for Title Insurance (07-01-2021)

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions:
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B. Part II-Exceptions; and
  - q. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### $6.\quad$ LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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# ALTA Commitment for Title Insurance issued by

# **First American Title Insurance Company**

# Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Idaho, Inc. Issuing Office: 831 Main Avenue, St. Maries, ID 83861

Issuing Office Phone Number: (208)667-0567 Issuing Office's ALTA ® Registry ID: 0000871

Loan ID No.:

Issuing Office Commitment/File No.: 1102727-SM

Property Address: NNA-Ptn of Parcel No RP43N01E054200, (Pierce Creek), Fernwood, ID 83830

Revision No.: 1

#### **SCHEDULE A**

Commitment Date: June 20, 2025 at 7:30 A.M.

2. Policy to be issued: Premium Amount reflects applicable rate

a. 2021 ALTA ® Standard Owner's Policy Proposed Insured: **To Be Determined**Proposed Amount of Insurance: **\$TRD** 

Proposed Amount of Insurance: **\$TBD** Premium Amount **\$ TBD** 

The estate or interest to be insured: **See Item 3 below** 

Endorsements: \$

- 3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in: **State of Idaho, Idaho Department of Lands**

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## 5. The Land is described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO, LYING SOUTH AND WEST OF STATE HIGHWAY NO. 3.

Lowin H. Stofflebram.

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

# **ALTA Commitment for Title Insurance**

issued by

# **First American Title Insurance Company**

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
- 5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

#### ALTA Commitment for Title Insurance

issued by

# **First American Title Insurance Company**

# SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
- 2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
- 7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
- 8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.

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9. 2024 taxes are exempt.

See attached tax sheets, can affect said premises and other properties.

 Effects of Agreement upon the terms, conditions and provisions contained therein:
 Parties: Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation and McGoldrick Lumber Company, a corporation

Recorded: January 12, 1933, in Book 4 of Miscellaneous, page 21.

- 11. Effects of Provisions in Trustee's Deed to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Railroad corporation, recorded December 10, 1945, in Book F-2 of Deeds, page 49.
- 12. Easement granted to Clearwater Power Company, recorded January 11, 1983, in <u>Book 154 of Misc.</u>, page 5239.
- 13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 7, 1995, as Instrument Number 200921, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 14. Easement for Right of Way granted to Potlatch Corporation, recorded April 16, 2003, as Instrument No. 229834, Easement No. 6230.

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## **INFORMATIONAL NOTES**

1. <u>Title Officer</u> Tami Hofacker tami.hofacker@fste.com (208)667-0567

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