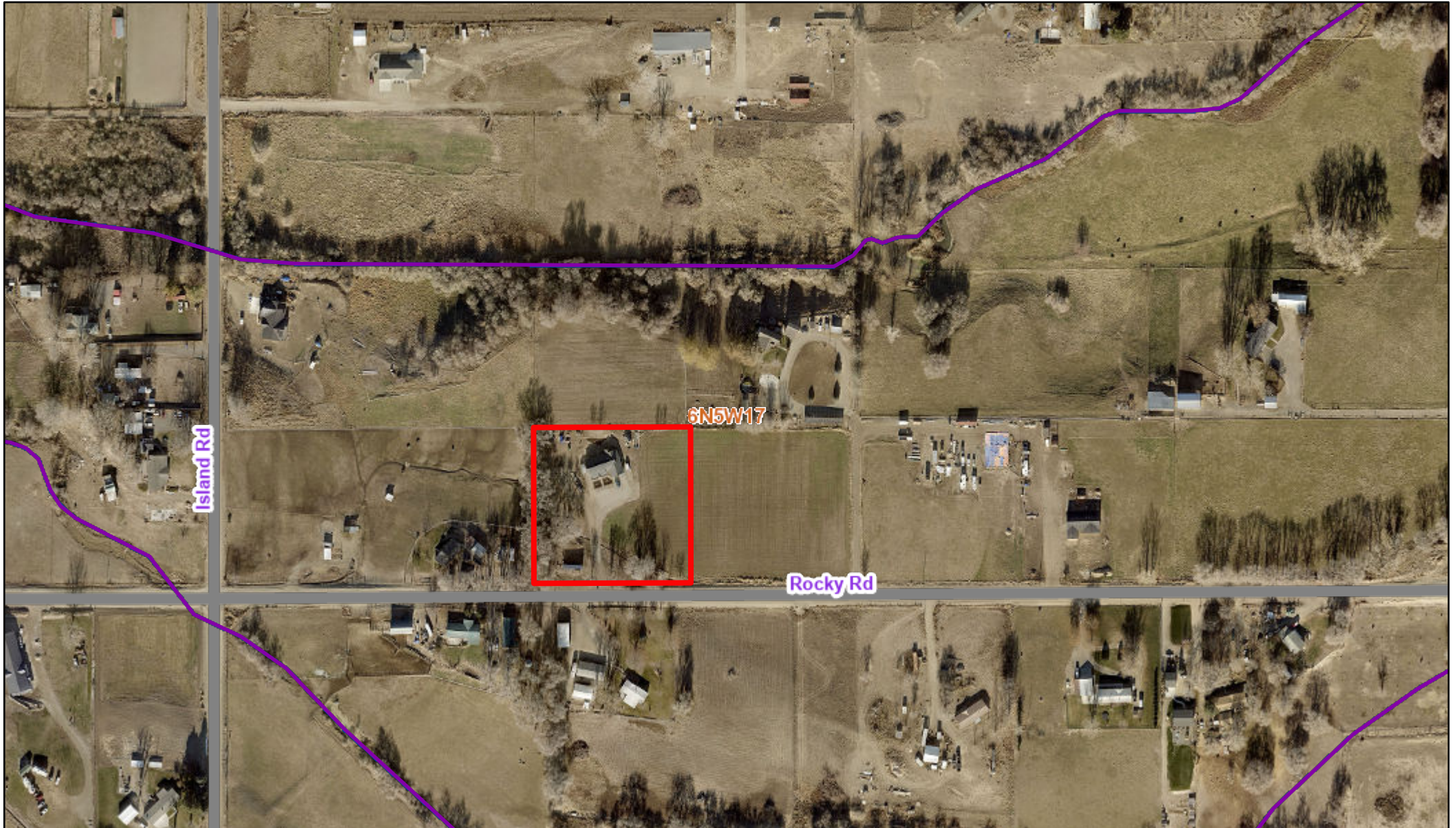
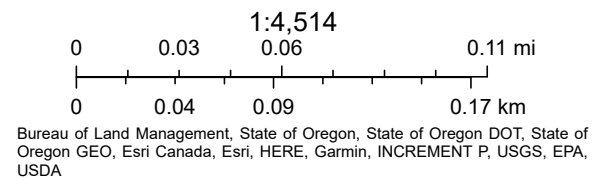


Canyon County, ID Web Map



7/28/2023, 8:44:43 AM

- Parcel Number Search_Query result
- Current Impact Area
- Hydro_NHDFlowline
- Hydro_NHDFlowline
- County Boundary
- City Limits
- Sections
- CanyonCountyRoads
- Roads
- Red: Band_1
- Green: Band_2



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: <i>Darren + Brenda Larson</i>
	MAILING ADDRESS: <i>28352 Rocky Rd.</i>
	PHONE: [REDACTED]

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: *Darren R. Larson*

Date: *7-23-2023*

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME:
	COMPANY NAME:
	MAILING ADDRESS:
	PHONE: _____ EMAIL: _____

SITE INFO	STREET ADDRESS: <i>28352 Rocky Rd. 28352</i>
	PARCEL #: <i>R250860154</i> LOT SIZE/AREA: <i>2.37 acres</i>
	LOT: <i>8</i> BLOCK: <i>6</i> SUBDIVISION: <i>ORCHARDS TRACT OF Idaho Land</i>
	QUARTER: <i>SE</i> SECTION: <i>17</i> TOWNSHIP: <i>6N</i> RANGE: <i>5W</i>
	ZONING DISTRICT: _____ FLOODZONE (YES/NO): <input checked="" type="radio"/>

HEARING LEVEL APPS	<input checked="" type="checkbox"/> CONDITIONAL USE	<input type="checkbox"/> COMP PLAN AMENDMENT	<input type="checkbox"/> CONDITIONAL REZONE
	<input type="checkbox"/> ZONING AMENDMENT (REZONE)	<input type="checkbox"/> DEV. AGREEMENT MODIFICATION	<input type="checkbox"/> VARIANCE > 33%
	<input type="checkbox"/> MINOR REPLAT	<input type="checkbox"/> VACATION	<input type="checkbox"/> APPEAL
	<input type="checkbox"/> SHORT PLAT SUBDIVISION	<input type="checkbox"/> PRELIMINARY PLAT SUBDIVISION	<input type="checkbox"/> FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	<input type="checkbox"/> ADMINISTRATIVE LAND DIVISION	<input type="checkbox"/> EASEMENT REDUCTION	<input type="checkbox"/> SIGN PERMIT
	<input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> VARIANCE 33% >
	<input type="checkbox"/> PRIVATE ROAD NAME	<input type="checkbox"/> TEMPORARY USE	<input type="checkbox"/> DAY CARE
	<input checked="" type="checkbox"/> OTHER <i>small wedding venue</i>		

CASE NUMBER: <i>CU 2023-0016</i>	DATE RECEIVED: <i>7/27/2023</i>
RECEIVED BY: <i>Ivan K</i>	APPLICATION FEE: <i>\$950</i> <input checked="" type="radio"/> CK <input type="radio"/> MO <input type="radio"/> CC <input type="radio"/> CASH

CONDITIONAL USE PERMIT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605
zoninginfo@canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633



THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

<input checked="" type="checkbox"/> Master Application completed and signed
<input checked="" type="checkbox"/> Detailed letter fully describing the request and addressing any applicable Comprehensive Plan policies and ordinance requirements outlined below
<input checked="" type="checkbox"/> Neighborhood meeting sign-up sheet and copy of neighborhood notification letter
<input checked="" type="checkbox"/> Land Use Worksheet
<input checked="" type="checkbox"/> Site Plan showing existing and proposed site features
<input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties.
<input checked="" type="checkbox"/> \$950 non-refundable fee, \$600 for a modification

NOTE:

The following criteria are outlined in ordinance 07-07-05: HEARING CRITERIA:

Please provide a response to each of the criteria in the letter of intent.

- (1) Is the proposed use permitted in the zone by conditional use permit;
- (2) What is the nature of the request;
- (3) Is the proposed use consistent with the comprehensive plan;
- (4) Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area;
- (5) Will adequate water, sewer, irrigation, drainage and stormwater drainage facilities, and utility systems be provided to accommodate the use;
- (6) Does legal access to the subject property for the development exist or will it exist at the time of development;
- (7) Will there be undue interference with existing or future traffic patterns; and
- (8) Will essential services be provided to accommodate the use including, but not limited to, school facilities, police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use?

PROCESS: 1 PUBLIC HEARING (APPROVED BY PLANNING & ZONING COMMISSION)

**Additional studies and information may be required to understand the impact to traffic, the environment, economics and surrounding properties.

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

- Residential _____ Commercial _____ Industrial _____
 Common _____ Non-Buildable _____

2. FIRE SUPPRESSION:

- Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE: wedding venue

2. DAYS AND HOURS OF OPERATION:

- Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday 3:00 pm to 10:00 pm
 Saturday 3:00 pm to 10:00 pm
 Sunday _____ to _____

3. WILL YOU HAVE EMPLOYEES? Yes If so, how many? _____ No

4. WILL YOU HAVE A SIGN? Yes No Lighted Non-Lighted

Height: 4 ft Width: 5 ft. Height above ground: 1 ft

What type of sign: _____ Wall Freestanding _____ Other _____

5. PARKING AND LOADING:

How many parking spaces? 50 +

Is there is a loading or unloading area? yes

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

1. DOMESTIC WATER: Individual Domestic Well Centralized Public Water System City

N/A – Explain why this is not applicable: _____

How many Individual Domestic Wells are proposed? _____

2. SEWER (Wastewater) Individual Septic Centralized Sewer system

N/A – Explain why this is not applicable: _____

3. IRRIGATION WATER PROVIDED VIA:

Surface Irrigation Well None

4. IF IRRIGATED, PROPOSED IRRIGATION:

Pressurized Gravity

5. ACCESS:

Frontage Easement Easement width _____ Inst. # _____

6. INTERNAL ROADS:

Public Private Road User's Maintenance Agreement Inst # _____

7. FENCING

Fencing will be provided (Please show location on site plan)

Type: Privacy Height: 8' to 10'

8. STORMWATER:

Retained on site Swales Ponds Borrow Ditches

Other: _____

9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)

ditches

ANIMAL CARE RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: _____

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

Building Kennel Individual Housing Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

Building Enclosure Barrier/Berm Bark Collars

4. ANIMAL WASTE DISPOSAL

Individual Domestic Septic System Animal Waste Only Septic System

Other: _____

NEIGHBORHOOD MEETING INSTRUCTIONS

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



CANYON COUNTY ZONING ORDINANCE § 07-01-15

Before submitting an application for a public hearing, these steps must be completed:

- (1) Applicants shall conduct a neighborhood meeting for any proposed variance, conditional use, zoning ordinance map amendment, expansion, or extension of nonconforming uses requiring a public hearing.
- (2) It shall be the sole duty of the applicant to provide written notice to all property owners or purchasers of record owning property within six hundred (600) feet of the exterior boundary of the property subject to the application. Notice of a neighborhood meeting shall be in addition to, and not combined with, notices already required by this chapter, and shall include the date, time, location and purpose of the meeting.
- (3) The purpose of the neighborhood meeting shall be to review the proposed project and discuss neighborhood concerns, if any.
 - A. The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday.
 - B. The meeting shall be held at one of the following locations:
 1. On the property subject to the application;
 2. At a nearby available public meeting place including, but not limited to, a fire station, library, school, or community center; or
 3. At a location with suitable meeting facilities if such facilities are within a one (1) mile radius of the nearest public meeting place.
- (4) The neighborhood meeting shall be conducted prior to acceptance of the application by Development Services. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.
- (5) Each application for a public hearing shall include a form acceptable to the director, which requires the applicant to provide the starting and ending times of the neighborhood meeting and an attendance list, with names and addresses of those who attended the neighborhood meeting. (Ord.10-006, 8-16-2010)

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: <i>28352 Rocky Rd.</i>	Parcel Number: <i>R 2508601502</i>	
City: <i>Parma</i>	State: <i>ID</i>	ZIP Code: <i>83660</i>
Notices Mailed Date: <i>July 6, 2023</i>	Number of Acres: <i>2.37</i>	Current Zoning: <i>Subdivision</i>
Description of the Request: <i>Venue</i>		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: <i>Brenda & Darren Larson</i>		
Company Name:		
Current address: <i>28352 Rocky Rd.</i>		
City: <i>Parma</i>	State: <i>ID</i>	ZIP Code: <i>83660</i>
Phone:	C [REDACTED]	Fax:
Email:	[REDACTED]	

MEETING INFORMATION

DATE OF MEETING: <i>July 18, 2023</i>	MEETING LOCATION: <i>28352 Rocky Rd. Parma ID</i>	
MEETING START TIME: <i>7 p.m.</i>	MEETING END TIME: <i>8:15 p.m.</i>	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. <i>Felipe Hernandez</i>	<i>[Signature]</i>	<i>28403 Rocky Rd Parma ID 83660</i>
2. <i>Ben Sparks</i>	<i>[Signature]</i>	<i>28291 Unity Lane Parma, ID 83660</i>
3. <i>Honnie Sparks</i>	<i>[Signature]</i>	<i>28291 Unity Ln Parma, ID 83660</i>
4. <i>Marie Davis</i>	<i>[Signature]</i>	<i>28352 Rocky Rd Parma, ID 83660</i>
5. <i>Nancy Derby</i>	<i>[Signature]</i>	<i>33325 Hwy 95 Parma, Id.</i>
6. <i>Robert Derby</i>	<i>[Signature]</i>	<i>33325 Hwy 95 Parma Id.</i>
7.		
8.		
9.		

**Notice of Neighborhood Meeting
Conditional Use Permit
Pre-application requirement for a Public Hearing**

Date

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit (*or variance, zoning ordinance map amendment, expansion or extension of nonconforming uses, etc.*) to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is **not** a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit (or other case type) is applied.

The Neighborhood Meeting details are as follows:

Date:
Time:
Location:
Property description:

The project is summarized below:

Site Location:
Proposed access:
Total acreage:
Proposed lots:

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

Please do **not** call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact me at (phone, email, written correspondence).

Sincerely,

10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Darren R. Larson

APPLICANT/REPRESENTATIVE (Signature): *Darren R. Larson*

DATE: 7 / 18 / 2023

PUBLIC HEARING LEVEL APPLICATION PROCESS

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



1.

- DUE DILIGENCE BY APPLICANT (PARCEL INQUIRY OR PRE-APPLICATION MEETING)

2.

- NEIGHBORHOOD MEETING (HOSTED BY APPLICANT)

3.

- SUBMIT APPLICATION & FEES TO DEVELOPMENT SERVICES

4.

- STAFF REVIEW OF APPLICATION AND SCHEDULE FOR PLANNING AND ZONING COMMISSION HEARING

5.

- NOTIFICATION PERIOD TO AGENCIES, NEIGHBORS AND PUBLIC (30-60 DAYS)

6.

- STAFF REPORT PREPARATION

7.

- PLANNING & ZONING COMMISSION HEARING (THURSDAY EVENINGS)

8.

- SCHEDULE BOARD OF COUNTY COMMISSIONER'S HEARING (~4 WEEKS)

9.

- RE-NOTIFICATION PERIOD TO AGENCIES, NEIGHBORS AND PUBLIC

10.

- BOARD OF COUNTY COMMISSIONERS HEARING (DAY MEETINGS)

11.

- REQUEST FOR RECONSIDERATION

Neighborhood Notification Map

Parcel No. R25086015

Buffer Distance 600 Feet

Canyon County
Development Services
111 North 11th Ave, #140
Caldwell, ID 83605

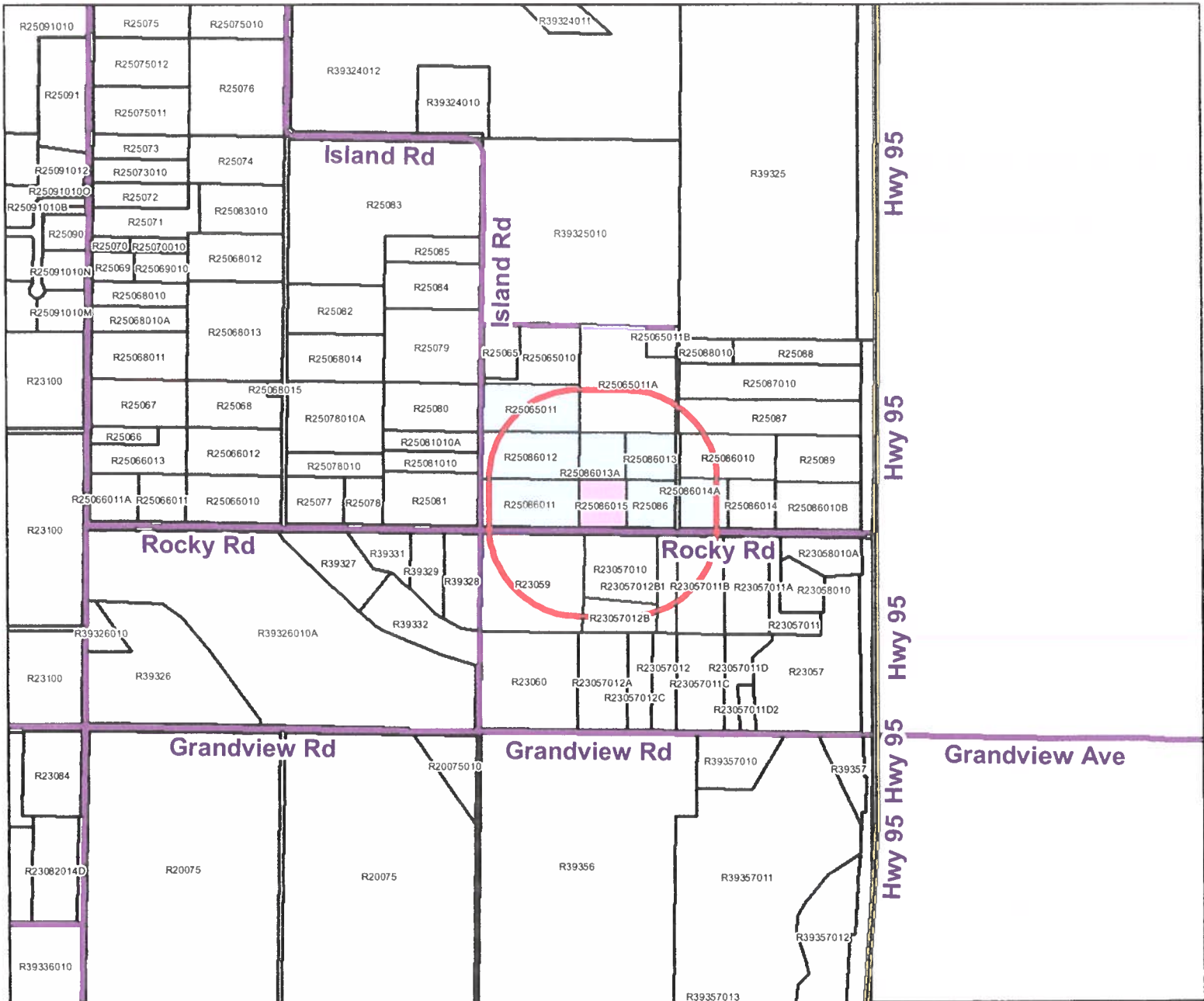


This map is for informational purposes only and does not suggest approval of the project.








Date: 6/30/2023

By: SHuggins

The neighborhood meeting shall be conducted prior to acceptance of the application. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.



Legend

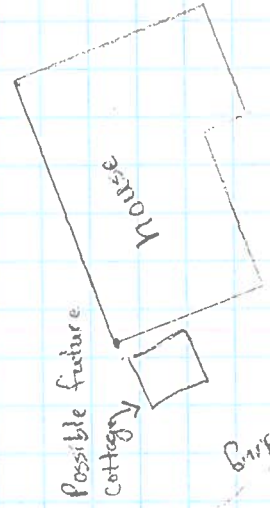
	NOTIFICATION BUFFER		Highway
	SUBJECT_PROPERTY		Interstate
	NOTIFIED PARCELS		Local Road
	TAX PARCELS		

SCALE 1 in = 1,000 feet
Map Scale 1:12,000

The maps are provided "as-is" without warranty of any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the user accessing this information. Canyon County, ID makes no warranties, express or implied, as to the use of the maps. There are no implied warranties of merchantability or fitness for a particular purpose. The user acknowledges and accepts all inherent limitations of the maps, including the fact that the maps are dynamic and in a constant state of maintenance, correction and revision. The maps do not represent a survey. Neither Canyon County, ID nor its officers and employees assume any liability for the accuracy of the data delineated on any map. In no event shall the Canyon County, ID or its officers or employees be liable for any damages arising in any way out of the use of this information.

322'

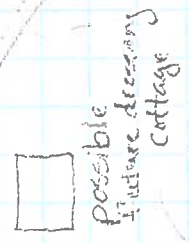
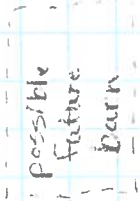
Property line



Burpee/m + Burpee/1

Venue Area
grass

Parking



gravel drive entry

Irrigation drain ditch

privacy fence

Property Line

30' wide easement

Potential Future Venue Entrance

ROCKY RD

Canyon County Development Service,

We are applying for a Conditional Use Permit for our property at 28352 Rocky Rd. Parma, ID for a wedding and event venue. We met with Jenna Petroll and Sage Huggins for our initial meeting and went over all the information. Our proposed use is permitted in the zone we live in, and we were told to proceed with the application.

The land where the venue will be located dips down and is surrounded by trees that block it from the neighbors and road. We further have a privacy fence installed to block the noise coming in and out of the venue area. This will not be injurious to other property in the vicinity or negatively change the essential character of the area.

We will provide rented bathroom facilities for the events.

Legal access to our property exists and it does not cause undue interference with existing or future traffic patterns as there is a large pasture area that will accommodate all parking. The main driveway will not be blocked by parking at anytime to accommodate any police/fire/emergency medical vehicles from entering the premises. However, we do not anticipate the need for any of these services, and therefore would not require any public funding for these services.

The neighborhood meeting went very well, and all in attendance were very supportive of our endeavors. Their concerns were addressed to their satisfaction, and we received good feedback and advice from them in return.

Thank you for your consideration of our conditional use permit. We look forward to hearing from you.

Darren & Brenda Larson

██████████

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit to Canyon County Development Services. One of the requirements necessary prior to submitting the application is to hold a “neighborhood meeting” and provide information to our surrounding neighbors.

This meeting is for informational purposes and to receive feedback from you as we move through the application process for a small wedding venue. This is not a Public Hearing. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the schedule date you will receive an official notification from Canyon County DSD regarding the Public Hearing for which the Conditional Use Permit is applied.

The Meeting details are:

Date: Tuesday, July 18th

Time: 7pm

Location: 28352 Rocky Rd.

We look forward to the meeting and encourage you to attend. At that time, we will do our best to answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a pre-application requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project. If you have any questions prior to the meeting, please contact Brenda.

Thank you,

Jeep & Brenda Larson





Pioneer Title Co.

60116 012610

610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 504208

WARRANTY DEED

Bd

For Value Received

Ida-Cal Homes, LLC, an Idaho limited liability company

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

DL

Darren R. Larson and and Brenda L. Larson, husband and wife

hereinafter referred to as Grantee, whose current address is **28236 Rocky Road Parma, ID 83660**

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 9, 2012

Ida-Cal Homes, LLC

By: _____
Cheryl Jones, Member

State of Idaho, County of Canyon

On this ___ day of May in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Jones, known or identified to me to be the Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Residing at: Caldwell
Commission Expires: 2/3/2016

EXHIBIT A

Parcel 1:

This parcel consists of a portion of Lot 8, Block 6 of ORCHARD TRACT OF THE IDAHO LAND COMPANY as on file in Book 4 of Plats at Page 24, records of Canyon County, Idaho, located in the Northwest Quarter of the Southeast Quarter of Section 17, Township 6 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said NW1/4SE1/4, a found 1/2 inch diameter rebar; thence North 0°42'46" East along the east boundary of said NW1/4SE1/4 a distance of 50.00 feet; thence North 89°21'00" West parallel with the south boundary of said NW1/4SE1/4 a distance of 15.00 feet to the TRUE POINT OF BEGINNING, a found 5/8 inch diameter rebar with a plastic cap stamped L.S. 7729, said corner being the southeast corner of said Lot 8; thence continuing North 89°21'00" West along the south boundary of said Lot 8 a distance of 322.42 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence North 0°42'20" East a distance of 319.73 feet to a point on the north boundary of said Lot 8, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence South 89°21'05" East along said north boundary a distance of 322.46 feet to the northeast corner of said Lot 8, a found 5/8 inch diameter rebar with a plastic cap stamped L.S. 7729; thence south 0°42'46" West along the east boundary of said Lot 8 a distance of 319.74 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

This parcel consists of a portion of Lot 8, Block 6 of ORCHARD TRACT OF THE IDAHO LAND COMPANY as on file in Book 4 of Plats at Page 24, records of Canyon County, Idaho, located in the Northwest Quarter of the Southeast Quarter of Section 17, Township 6 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said NW1/4SE1/4, a found 1/2 inch diameter rebar; thence North 0°42'46" East along the east boundary of said NW1/4SE1/4 a distance of 50.00 feet; thence North 89°21'00" West parallel with the south boundary of said NW1/4SE1/4 a distance of 15.00 feet to a found 5/8 inch diameter rebar with a plastic cap stamped L.S. 7729, said corner being the southeast corner of said Lot 8; thence continuing North 89°21'00" West along the south boundary of said Lot 8 a distance of 322.42 feet to the TRUE POINT OF BEGINNING, a 5/8 inch x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence continuing North 89°21'00" West a distance of 322.43 feet to the southwest corner of said Lot 8, a found 5/8 inch rebar with a plastic cap stamped L.S. 7729; thence North 0°42'04" East along the west boundary of said Lot 8 a distance of 319.72 feet to the northwest corner of said Lot 8, a found 5/8 inch diameter rebar with a plastic cap stamped L.S. 7729; thence South 89°21'05" East along the north boundary of said Lot 8 a distance of 322.45 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence South 0°42'20" West a distance of 319.73 feet to the TRUE POINT OF BEGINNING.

EXHIBIT A

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Parcel 2:

This parcel consists of a portion of Lot 8, Block 6 of ORCHARD TRACT OF THE IDAHO LAND COMPANY as on file in Book 4 of Plats at Page 24, records of Canyon County, Idaho, located in the Northwest Quarter of the Southeast Quarter of Section 17, Township 6 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said NW1/4SE1/4, a found 1/2 inch diameter rebar; thence North 0°42'46" East along the east boundary of said NW1/4SE1/4 a distance of 50.00 feet; thence North 89°21'00" West parallel with the south boundary of said NW1/4SE1/4 a distance of 15.00 feet to a found 5/8 inch diameter rebar with a plastic cap stamped L.S. 7729, said corner being the southeast corner of said Lot 8; thence continuing North 89°21'00" West along the south boundary of said Lot 8 a distance of 322.42 feet to the TRUE POINT OF BEGINNING, a 5/8 inch x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence continuing North 89°21'00" West a distance of 322.43 feet to the southwest corner of said Lot 8, a found 5/8 inch rebar with a plastic cap stamped L.S. 7729; thence North 0°42'04" East along the west boundary of said Lot 8 a distance of 319.72 feet to the northwest corner of said Lot 8, a found 5/8 inch diameter rebar with a plastic cap stamped L.S. 7729; thence South 89°21'05" East along the north boundary of said Lot 8 a distance of 322.45 feet to to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence South 0°42'20" West a distance of 319.73 feet to the TRUE POINT OF BEGINNING.

Bd
S L

File No. 504208

CONDITIONS OF CLOSING

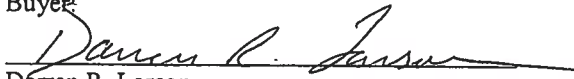
The undersigned parties acknowledge that the signing of the documents deposited in this escrow *does not* constitute closing. Closing will be completed upon recordation of the applicable documents which is contingent upon the following conditions, including but not limited to:


- (1) **Receipt of certified funds from the applicable parties, which includes lender's loan proceeds by wire transfer.**
- (2) **Satisfaction of requirements as per the lender for loan funding.**
- (3) **Deposit of all required documents.**

The parties further acknowledge and agree that Pioneer Title Company of Canyon County will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

May 9, 2012

Buyer:


Darren R. Larson


Brenda L. Larson

Seller:

Ida-Cal Homes, LLC

By: _____
by, Cheryl Jones, Member

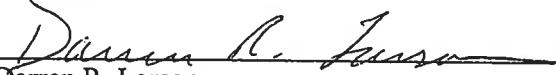
File No. 504208

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt from of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

Pioneer Title Company of Canyon County may have furnished you with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Canyon County and its underwriter, First American Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

May 9, 2012


Darren R. Larson


Brenda L. Larson

order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

8. DISBURSEMENTS: Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fails to present for payment any check or instrument issued by Pioneer Title within ninety (90) days from the date such check was issued, then Buyer and Seller authorize Pioneer Title to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

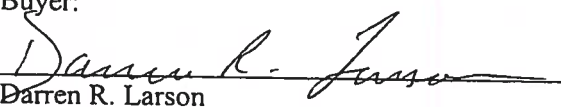
9. AMENDMENTS: These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.


10. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

11. TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies). Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

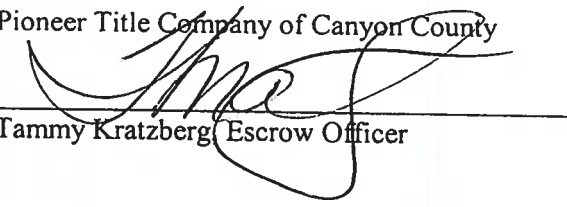
Buyer:

Darren R. Larson


Brenda L. Larson

Seller:
Ida-Cal Homes, LLC
By: _____
Cheryl Jones, Member

Buyer Email Address

Seller Email Address

Pioneer Title Company of Canyon County

Tammy Kratzberg (Escrow Officer)



File No. 504208

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Canyon County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.


We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.


WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

May 9, 2012

Buyer:


Darren R. Larson


Brenda L. Larson

Seller:

Ida-Cal Homes, LLC

By: _____
Cheryl Jones, Member



File No. 504208

TAX NOTICE

The estimated tax values for 2012 Estimated in the amount of \$1,037.76, as shown in the accompanying closing statement, are based on the most current information available from the Canyon County Assessor/Treasurer's Office at this time. Any discrepancy with the taxes will be the responsibility of the seller/buyer.

The buyer and seller herein affirm and agree that its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:

- 1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or
2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.
3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

It shall be the buyer's responsibility to contact the County Treasurer's Office by December 1st if the tax statement has not been received. It shall be the seller's responsibility to forward any tax statements received by them to the buyer at the property address.

Please be aware that any non-payment of taxes due to lack of notice will not eliminate any penalty and/or interest being assessed.

May 9, 2012

Buyer:

[Signature of Darren R. Larson]
Darren R. Larson

[Signature of Brenda L. Larson]
Brenda L. Larson

Seller:

Ida-Cal Homes, LLC

By: [Signature]
Cheryl Jones, Member

Buyer's Email

Seller's Email

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

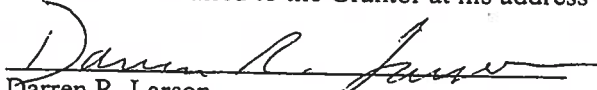
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

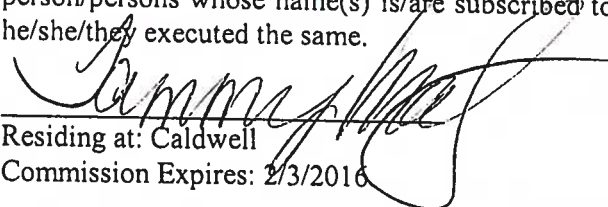
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.


Darren R. Larson


Brenda L. Larson

State of Idaho, County of Canyon

On this th 10 day of May in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Darren R. Larson and Brenda L. Larson known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Residing at: Caldwell
Commission Expires: 2/3/2016

13. **NOTICES.** Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned at the address hereinafter set forth shall be deemed to have been given to the undersigned on the date of mailing. It shall be the duty of the parties hereto to keep the escrow department of the escrow holder advised of any change of address. Any change of address shall sufficiently identify the escrow concerned and the parties involved and shall be mailed to the escrow department of the escrow holder and to all parties concerned. All notices given pursuant to the terms of any documents placed in this escrow must be given through the escrow holder as herein above provided at the expense of the party giving notice and the escrow holder shall not be required to recognize service of notice given in any other manner. The escrow holder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

14. **TERMINATION.** In the event that this escrow is canceled or forfeited, it is agreed that the escrow holder may return the documents to any of the sellers, their heirs, executors, administrators or assigns on demand. The escrow holder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow. Pioneer Title Company reserves the right at any time to resign as escrow holder, in which case the undersigned parties or their successors in interest at their expense shall promptly select a new substitute escrow holder to whom Pioneer Title Company may deliver the escrowed documents at no cost to Pioneer Title Company. In the event the undersigned parties have not selected a new or substitute escrow holder within 30 days of the resignation of Pioneer Title Company, the new or substitute escrow holder may be selected by Pioneer Title Company and any cost associated therewith may be deducted from the next payment made on this escrow.

Any instrument or document placed in escrow is accepted upon the condition that the escrow holder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same. In which event, the escrow holder shall notify all parties hereto in writing of such refusal and shall return such instruments together with the fee paid in connection therewith to the party or parties depositing the same.

When the escrow holder receives the unpaid principal balance on this escrow and accrued interest on behalf of sellers, Pioneer Title Company shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements and escrow instructions, to buyers or their order and thereby close the escrow.

15. **COMPLIANCE.** Pioneer Title Company assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Credit Protection Act (Public Law 90-321) or any other laws or regulations. Pioneer Title Company shall not be responsible for damages or any losses arising from acts of God, strikes, accidents or other events beyond the control of Pioneer Title Company. Under no circumstances shall Pioneer Title Company be liable for consequential damages arising from any failure to comply with the terms of these instructions. These instructions give no rights or benefits to any other party other than the parties to these instructions and there are no third party beneficiaries to these instructions.

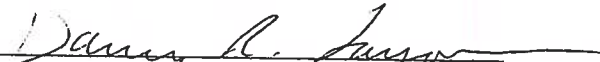
16. **INSURANCE.** It shall be the sole responsibility of the buyers and sellers to ensure that insurance is kept in force on the property and that any applicable real property or other taxes are paid in a timely manner and Pioneer Title Company assumes no liability for lack or insufficiency of insurance or lack of payment of taxes.


17. **COSTS.** The escrow holder shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, attorneys' fees or expenses due hereunder.

Dated this May 9, 2012

18. **SIGNATURES AND COMPLETE ADDRESSES (Please Print)**

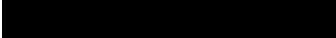
PAYORS/BUYERS


Darren R. Larson


Brenda L. Larson



Address: 28236 Rocky Road
Parma, ID 83660

Home #: 

Work #: _____

Online Access? Yes No

Address: _____

Home #: _____

Work #: _____

Online Access? Yes No

Buyer 3 SS#: _____

Buyer 4 SS#: _____

Pioneer Title Company of Ada County

By: _____
Long Term Escrow Department

Its: _____

Date Accepted for Escrow: _____

Servicing Contracts for:
Ada County, Bannock County, Canyon County, Gem County, Kootenai County

**LONG TERM ESCROW INSTRUCTIONS
TO PIONEER TITLE COMPANY OF ADA COUNTY**

1. APPOINTMENT

The undersigned hereby agree that Pioneer Title Company of Ada County shall act as the parties' escrow holder and receive compensation in accordance with the schedule of fees and charges of Pioneer Title Company in effect on the date of accepting this escrow. The parties hereto shall be jointly and severally liable for all charges and fees. In the event the escrow holder shall be required to divide the payments, an additional minimum charge of \$8.00 shall be charged for each division for a payment. There will be an additional filing fee, the amount to be determined by the escrow holder for any subsequent assignments, amendments, close out or additional documents placed with this escrow. The escrow holder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving notice of such increase to the parties to this escrow by regular mail at the last address left with it.

2. ESCROW FEES:

- 2.1 Collection of fees shall be paid by: Buyer
- 2.2 Collection Fees Paid: Monthly
- 2.3 Initial Filing Fee: \$150.00
- 2.4 Special Fees: None

3. DEPOSITED DOCUMENTS: The following documents are to be placed into escrow:

- Original Note
- Original Recorded Deed of Trust
- Request for Reconveyance
- W-9
- Assignment & Assumption of Note and Deed of Trust
- Other: Commission Note

4. PAYMENTS OF PRINCIPAL AND INTEREST:

- 4.1 Escrow to be closed upon payment of unpaid principal of \$45,000.00 plus accrued interest.
- 4.2 Simple interest is to be calculated at the rate of 6.0% per annum and shall commence on the 10th day of May, 2012 and shall be computed on the unpaid principal balance to date of payment each time a payment is paid.
- 4.3 Principal and interest (including balloon payments) shall be payable as follows:
Payable in monthly installments of \$269.80 each, with the first such payment due on the 10th day of June, 2012, and continuing to be paid in a like sum on or before the 10th day of each subsequent month until December 10, 2012, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.

Commission Note to be paid in full from seller's proceeds upon payment in full of said escrow.

4.4 Check One:

- All payments shall be credited first to the interest then due, and the balance applied to the principal.
- Interest shall be paid in addition to principal payments.

- 4.5 Late Payment Fee: If any installment or portion thereof, due hereunder, is not received by the holder of this Note within 10 days after the due date thereof, Maker agrees to pay to Payee, in addition to the regular payment, a late payment fee in the amount of \$50.00.

Pioneer Title Company of Ada County is unable to monitor per diem late payment fees, multiple late payment fees or interest increases due for late payments. It will be the payee's sole responsibility to notify escrow holder in writing of any late payment fees or interest to be assessed to the payor. Pioneer Title Company of Ada County is held harmless in the event payee has not notified escrow holder in writing of any late payment fees or interest due from payor prior to payment in full of the subject long term escrow.

5. SALE AND ASSIGNMENT:

BUYER MAY NOT assign their interest in the property or the documents in escrow without the seller's written consent.
Conditions of Assignment: If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust securing this Note, or any part thereof, or any interest therein, excluding a transfer by devise, descent or operation of law upon the death of the Maker, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable.

MAY prepay at any time.

Conditions of Prepayment: NONE

The above restrictions on assignment and prepayment must match the restrictions contained in the documentation deposited into escrow.

6. **REMITTANCE INSTRUCTIONS:** Until further written notice by sellers, payments received on this escrow shall be remitted as follows:

_____ Checking Acct. _____ Savings Acct. Account No.: _____
In the name of: _____
Financial Institution _____
and Address _____
Routing No. _____
Other _____

INCLUDE COPY OF VOIDED CHECK FOR DEPOSITS AND TRANSFERS

7. **LATE CHARGE.** Pioneer Title Company is not required to monitor collection of any late charges which may become due pursuant to the documents deposited into escrow. Pioneer Title Company is solely charged with the duties of receiving and remitting payments as instructed. Notwithstanding the foregoing, the parties acknowledge that any late charge which may become due pursuant to the parties' documentation may be included in the foreclosure and must be paid in order to cure any existing default. All late fees may be included in any amounts due and owing pursuant to a foreclosure instituted by a party pursuant to the documents deposited into escrow. Prior to a payoff in full of this escrow, the party entitled to accrued late fees may provide an accounting to Pioneer Title Company of all late charges due that party, which shall be communicated to the other party to the escrow as an amount due and owing in addition to the final payoff amount. If a party has not provided to Pioneer Title Company an accounting of all late charges then due, then Pioneer Title Company shall not be liable for accepting a payoff on a contract without collecting the accrued late charges.
8. **DEPOSITORY RESPONSIBILITIES.** It is expressly understood between the parties hereto that Pioneer Title Company is a depository only and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person involved herein, nor as to any assessments, liens or encumbrances against such property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as an escrow holder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that Pioneer Title Company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Pioneer Title Company's discretion in any particular manner, or for any other reasons except gross negligence or willful misconduct with reference to this escrow.
9. **PAYMENTS.** Any payment made hereon other than in cash shall be conditionally credited on this escrow, pending the escrow holder's receipt of available funds. Should the escrow holder disburse the buyer's payment to the sellers and the buyer's payment, in whatever form it is made, is dishonored for any reason, sellers agree to return the amount of the payment to the escrow holder who shall cancel the payment on its records. In the event the sellers do not return the payment, the escrow holder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the buyers or sellers the amount disbursed together with all costs and attorney's fees incurred with such collection efforts. Buyers and sellers shall be charged a \$20.00 fee for any checks returned because of insufficient funds in such parties account or because the account has been closed.
10. **PAYMENTS.** If buyers or sellers fail to present for payment any check or instrument issued by Pioneer Title Company within ninety (90) days from the date such check was issued, then buyers and sellers authorize Pioneer Title Company to deduct the sum of Three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title Company by its bank for stopping payment and reissuing a check shall be deducted from the funds otherwise due and payable to buyers and sellers.
11. **DISPUTES.** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them in connection with the escrow holder, such escrow holder shall be entitled at its option to refuse to comply with such demands so long as such disagreement shall continue; and in so refusing, such escrow holder may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing the escrow holder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, the escrow holder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement of their differences and shall have notified the escrow holder in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrow holder by the parties hereto or interested herein or by any other part, Pioneer Title Company shall have the right, but shall not be obligated, to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrow holder for any and all attorney's fees, costs and disbursements incurred by such escrow holder in connection herewith, and upon demand shall forthwith pay the same to the escrow holder.
12. **DEFAULTS.** In the event that the sellers or buyers shall declare a default and, if required by the documents deposited into escrow, they shall cause to be delivered to the escrow holder notification of default, in duplicate, and as many additional copies as the escrow holder may deem necessary with instructions to the escrow holder to mail the original of the notice to the defaulting party by registered or certified mail. The duplicate notice shall be retained with the escrow file. The buyers agree that should a notice of default be forwarded to them as set forth above, the escrow holder shall not be or become liable to the buyers for the delivery of the escrowed papers to the sellers unless they advise the escrow holder in writing within the time allowed in the contract to cure such default, that the terms of the contract are not in default or that the default has been satisfied. Defaults regarding deeds of trust shall be handled by the trust deed trustee pursuant to the applicable statutes of the State of Idaho. Pioneer Title Company shall provide escrowed documents to such trustee upon written request and receipt of a copy of the recorded notice of default. All matters of default must be cured through the trustee. In the event a default on the deed of trust is cured through the trustee, Pioneer Title Company shall be provided a copy of the rescission of default prior to accepting any subsequent payments from buyers. It shall be the responsibility of the sellers to notify Pioneer Title Company in writing of any such default or rescission thereof and Pioneer Title Company will not consider an escrow account in default until such time as sellers have provided Pioneer Title Company with written notification that foreclosure proceedings have been initiated through the trustee. Pioneer Title Company shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice requirement. Pioneer Title shall not be obligated to notify any party of nonpayment or other breach of contract.



ESCROW INSTRUCTIONS

(Purchase)

File No.: 504208
Seller: Ida-Cal Homes, LLC
Buyer: Darren R. Larson and Brenda L. Larson
Lender: Ida-Cal Homes, LLC
Property: P 1 & 2 Rocky Road, Parma, ID 83660
Date: May 9, 2012

To: Pioneer Title Company of Canyon County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, on the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$50,000.00 insuring Buyer, and an Standard Lender's Policy insuring Lender in an amount not exceeding \$45,000.00 can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-6 & 11-18 as set forth in Title Commitment No. 504208 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **ADDITIONAL MONIES:** You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.

5. **PURCHASE AND SALE AGREEMENT:** You are bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that you are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

6. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

7. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an interpleader action or otherwise await the entry of a court



Pioneer Title Co.

610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 504208

Beneficiary Initials _____

DEED OF TRUST

THIS DEED OF TRUST, Made May 9, 2012 between **Darren R. Larson and and Brenda L. Larson, husband and wife** herein called GRANTOR, whose address is 28236 Rocky Road, Parma, ID 83660; Pioneer Title Company of Canyon County, herein called TRUSTEE; and **Ida-Cal Homes, LLC, an Idaho limited liability company** whose mailing address is 447 Arrowhead Drive, Nampa, ID 83686, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon, State of Idaho, described as follows, and containing not more than eighty acres:

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$45,000.00 Forty Five Thousand Dollars and No Cents final payment due 12/10/2012, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Pioneer Title Company of Canyon County



File Number: 504208
 Loan Amount: \$45,000.00
 Sales Price: \$50,000.00
 Close Date: 5/10/2012

BORROWER(S) CLOSING STATEMENT

Type: Purchase: Loan
 Property: P 1 & 2 ROCKY ROAD
 PARMA, ID 83660 (CANYON)
 (R25086000 0, R25086015 0)
 Borrower(s): DARREN R. LARSON AND BRENDA L. LARSON
 28236 Rocky Road
 Parma, ID 83660
 Seller(s): IDA-CAL HOMES, LLC
 447 Arrowhead Drive
 Nampa, ID 83686

Description	Debit	Credit
Deposits, Credits, Debits		
Contract sales price	\$50,000.00	
Deposit or Earnest Money		\$500.00
Reimb. for Spring Irrig. Pd.	\$127.50	
Prorations		
County taxes 1/1/2012 to 5/10/2012 @ \$1,037.16/Year		\$369.40
Assessments 1/1/2012 to 5/10/2012 @ \$207.50/Year		\$73.90
New Loans		
Principal amount of new loan		\$45,000.00
Title Charges		
Lender's coverage \$45,000.00 Premium \$75.00 to Pioneer Title Company of Canyon County	\$75.00	
Settlement or closing fee to Pioneer Title Company of Canyon County \$150.00	\$150.00	
Long Term Escrow Fee to Pioneer Title Company of Canyon County \$150.00	\$150.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$19.00	\$19.00	
Recording fees: Mortgage \$22.00	\$22.00	
Totals	\$50,543.50	\$45,943.30

Balance Due FROM Borrower: \$4,600.20

APPROVED AND ACCEPTED

BORROWER(S)

Darren R. Larson

 DARREN R. LARSON

Brenda L. Larson

 BRENDA L. LARSON

PROMISSORY NOTE

\$45,000.00

May 9, 2012

For Value received, the undersigned promise to pay to the order of: Ida-Cal Homes, LLC the Principal sum of Forty Five Thousand Dollars and No Cents (\$45,000.00) in lawful money of the United States of America, with interest thereon at the rate of 6% percent per annum from the 10th day of May, 2012, in installments as follows:

Payable in monthly installments of \$269.80 each, with the first such payment due on the 10th day of June, 2012, and continuing to be paid in a like sum on or before the 10th day of each subsequent month until December 10, 2012, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.

If any installment or portion thereof, due hereunder, is not received by the holder of this Note within 10 days after the due date thereof, Maker agrees to pay to Payee, in addition to the regular payment, a late payment fee in the amount of \$50.00.

If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust securing this Note, or any part thereof, or any interest therein, excluding a transfer by devise, descent or operation of law upon the death of the Maker, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable.

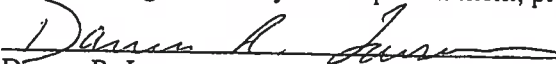
All or any part of this Note may be prepaid by the Maker without penalty.

All payments, including partial prepayments, shall be applied first to accrued late charges owing (if applicable) then to accrued interest and the balance in reduction of principal.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice of non-payment.


Darren R. Larson


Brenda L. Larson

Read & Approved by Payee(s): _____

Amortization Schedule

May 4, 2012 10:03 am

504/208

This loan amortization schedule has been provided using information supplied by the customer. The information herein is believed to be accurate, but warranty thereof is neither expressed nor implied.

Loan Number:

Loan Amount: 45,000.00

Lender:

Borrower: To Be Determined

Prepared By: Tammy Kratzberg

<u>Pmt No.</u>	<u>Payment Date</u>	<u>Interest Rate</u>	<u>Payment Amount</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Remaining Balance</u>
1	06/11/2012	6.0000	269.80	44.80	225.00	44,955.20
2	07/11/2012	6.0000	269.80	45.02	224.78	44,910.18
3	08/11/2012	6.0000	269.80	45.25	224.55	44,864.93
4	09/11/2012	6.0000	269.80	45.48	224.32	44,819.45
5	10/11/2012	6.0000	269.80	45.70	224.10	44,773.75
6	11/11/2012	6.0000	269.80	45.93	223.87	44,727.82
7	12/11/2012	6.0000	44,951.46	44,727.82	223.64	0.00
<u>2012 Total:</u>			<u>46,570.26</u>	<u>45,000.00</u>	<u>1,570.26</u>	<u>0.00</u>
Grand Total:			46,570.26	45,000.00	1,570.26	45,000.00

BL
DL

Canyon County Development Services

111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyoncounty.i **Planning Division Email:** zoninginfo@canyoncounty.id

Receipt Number: 79947

Date: 7/27/2023

Date Created: 7/27/2023 **Receipt Type:** Normal Receipt **Status:** Active
Customer's Name: Darren & Brenda Larson
Comments: CU2023-0016

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Conditional Use Permit	CU2023-0016	\$950.00	\$0.00	\$0.00
Sub Total:		\$950.00		
Sales Tax:		\$0.00		
Total Charges:		\$950.00		

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	4929	\$950.00
Total Payments:		\$950.00

ADJUSTMENTS

Receipt Balance: \$0.00