

MOOSE HOLLOW ESTATES – VICTOR IDAHO

AFFIDAVIT AND DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS MASTER DECLARATION, this agreement made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2024. Is hereinafter set forth by Kelly E Lark as sole proprietor, 7856 Hidden Valley Road, Marsing, Idaho 83639, hereinafter referred to as “Declarant” and/or “Grantor.”

WITNESSETH

WHEREAS, the Declarant is the Owner of certain real property in Teton County, State of Idaho, which is more particularly described as follows:

Exhibit A -REAL PROPERTY

Exhibit B -Mutual Grant of Easement and Road Maintenance Agreement

Exhibit C - Moose Hollow Estates

NOW, THEREFORE, Declarant hereby declares that all of the properties described within Moose Hollow Estates shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of the operations and maintenance, Moose Hollow Estates, its roads, lots, main irrigation system, fire suppression pond, and for the protection of the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

1. REAL PROPERTY: The real property that is the subject of this Affidavit and Declaration is described as follows:

Exhibit “A”-REAL PROPERTY

Exhibit “B”-MUTUAL GRANT OF EASEMENT AND ROAD MAINTENANCE AGREEMENT

Exhibit “C”- MOOSE HOLLOW ESTATES

DEVELOPMENT: Grantor proposes to develop said real property in accordance with maps and plans approved under the zoning ordinances and regulations of the County of Teton, State of Idaho. In order to facilitate the development of said real property, Grantor may record, in Grantor’s sole discretion, supplemental declarations which may affect portions of the real property subject to this Declaration.

2. LAND USE: All of the parcels of real property shall be known and described as residential lots and said lots or any part thereof, or any structures placed thereon, shall not be used for commercial purposes as businesses with storefronts; or, for any trade or activity offensive, noxious or detrimental to the use of the land in the vicinity. A lot Owner may not subdivide any parcel into a smaller parcel.

The use of the real property shall be limited and restricted to no more than one (1) single-family dwelling with a square footage for living space of a minimum of 1,800 square feet and One (1) ADU shall be allowed per Parcel or Lot. Two (2) off-Road parking spaces shall be provided for the ADU unit and the maximum size of an ADU shall not exceed 50% of the square footage of the primary residence or in accordance with Teton County square feet rules at time of application, whichever is greater. Detached ADU shall be located in accordance with required setbacks per Teton County zoning, dwelling, not counting garages, porches, patios, etc... Further, the construction of any single-family dwelling unit (main residence) or any ADU must be

completed no later than the expiration of a fifteen (15) month period from and after the commencement of construction of each individual building. Dwellings may be used as Bed and Breakfast or Short-Term Rental, and must abide by any Teton County “Bed and Breakfast” or “short-Term Rental Codes. In any case, approval must also be obtained from the Architectural Committee prior to any construction on any real property, as specified hereunder in Paragraph 19 - ARCHITECTURAL COMMITTEE.

3. **STRUCTURES/MAXIMUM HEIGHT AND SET BACK:** No residence dwelling shall be located closer than forty (40) feet from any public ingress or egress or road. All structures constructed on any of the parcels of real property shall be at least forty (40) feet from any property line and easement and right-of-way shown on the recorded survey. No residence dwellings shall exceed one stories on Lots 1,2,3,4, & 5. No residence dwellings shall exceed two (2) stories in height on Lots 6, 7, and 8, including split-level designs and may not exceed maximum height of thirty (30) feet. No secondary building, such as a barn, shed, or other building, shall exceed twenty (30) feet in height. No building of any type, nature or kind, new or used, shall be moved onto any lot for any purpose, temporary or otherwise, and all construction shall be of new materials. All structure will require a Teton County building permit that would be the minimum requirements otherwise stated in the CC&R’s. All structures will be held to a minimum Teton County requirement.

4. **TETON COUNTY DARK SKIES REQUIREMENTS:** All real property owners will adhere to the current Teton County Dark Skies requirements.

5. **RIGHT TO FARM ACT:** All real property owners have the right to participate in the “RIGHT TO FARM ACT”

6. **EIPHD:** Eastern Idaho Public Health Department has the authority over the HOA.

7. **TEMPORARY RESIDENCE:** No temporary residence quarters shall be permitted, except as provided in this paragraph. Prior to the placement of any motor home or travel trailer—or the construction of any temporary or secondary separate living quarters has commenced on any real property—the lot Owner must first ensure that the use of any such quarters for said temporary residence is in accordance with Teton County zoning regulations, whose conditions shall take precedence over these stated herein when more restrictive than these Covenants. Upon County approval, said temporary quarters may be constructed pursuant to Paragraph 2-LAND USE, with prior approval pursuant to Paragraph 19-ARCHITECTURAL COMMITTEE. The use of said residence as a temporary dwelling only at commencement of construction of the main residence. Any temporary residence permitted by this paragraph shall be at all times attached to an approved septic system for purposes of sanitation. Maximum temporary resident is Six (6) month period from and after the commencement of construction of each individual building.

8. **REFUSE AND DUMPING:** No lot or building site included within this real property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste material shall be deposited only in sanitary containers meeting with the requirements of the sanitation ordinances of the County of Teton, State of Idaho, and the regulations of the State of Idaho Health authorities. All incinerators, if permitted by those sanitation ordinances or regulations, or other receptacles, or storage for such trash, garbage, etc. shall at all times be

maintained in a sanitary or clean condition. No unlicensed or uninsured vehicles of any type or kind shall be kept or stored upon any of the parcels of real property unless such vehicle is stored in a fully enclosed building of a permanent nature with a full door.

9. **WEED CONTROL:** All weeds, noxious or otherwise, shall be controlled by the Owner of parcel of real property, and the parcel of real property shall be maintained, free of excess weeds. Weed burning should be minimized but is permitted to aid disposal of seasonal accumulations weeds in accordance with any Teton County burn permit requirements.

10. **SEPTIC:** All lots with dwelling will have their own septic system approved by Eastern Idaho Public Health Department. All lots with dwelling units will have septic systems approved by E.I.P.H. and maintained according to E.I.P.H. and D.E.Q. regulations.

**Application for Permit:** Completely fill out application, submit with plot plan and building plan.

**Schedule Site Evaluation:** An Environmental Health Specialist (EHS) must go on-site in order to evaluate the application and to assess the situation before issuing the permit. A representative is encouraged to meet the EHS at the site to answer any questions. Test holes may be required to determine soil type, limiting layer, or water level, etc.

**Permit Issuance:** The septic permit will be required to get a building permit from Planning and Zoning. **Construction of Septic System:** The system must be installed in accordance with the issued permit and approved plot plan. Any changes must be approved by Eastern Idaho Public Health prior to changes being made.

**Final Inspection Mandatory:** It is necessary to have the system inspected by an Environmental Health Specialist prior to covering in order to determine if the system was installed in accordance with the issued permit.

11. **ANIMALS AND PETS:** Dogs shall be kept on a leash, curbed under adequate voice command, or otherwise controlled at all times when such animal is off the premises of the Owner. Owners of livestock shall maintain clean animal containment areas in order to minimize waste accumulation and odors and to minimize the attraction of flies and other miscellaneous nuisances. These Owners shall also clean any common areas where such livestock may have left waste while outside of said Owner's property (such as roads, trails, etc.). Limit of (2) two large animals per lot.

12. **EASEMENTS:** Easements for the installation and maintenance of utilities, drainage facilities, and irrigation facilities, if applicable, shall be determined from time to time as requirements then exist and as shown on the recorded survey of the real property or as may be granted or reserved in any other documents placed of record in the records of Teton County, State of Idaho.

13. **UTILITIES:** Utilities are available at each lot's frontage within the Wisdom Way right-of-way. All utilities shall be underground from existing public utility service to any construction, and installation to building shall be at the cost and expense of each property Owner.

14. **MINING:** No oil drilling, oil development operation, oil refining, quarrying, or mining

maintained in a sanitary or clean condition. No unlicensed or uninsured vehicles of any type or kind shall be kept or stored upon any of the parcels of real property unless such vehicle is stored in a fully enclosed building of a permanent nature with a full door.

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14. **MINING:** No oil drilling, oil development operation, oil refining, quarrying, or mining

operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Provided, however, that this paragraph has no application to the maker of this Affidavit and Declaration of Restrictive Covenants and Conditions, or its lawful assigns or successors in interest.

15. **SIGNAGE:** There shall be no signage permitted on any lot except signage advertising the sale of any individual lot, and such signage must not exceed two (2) feet by three (3) feet, more or less, and the sign shall be limited to one (1) sign per lot.

16. **PRIVATE ROADS:** Private Road(s) shall be developed by the Declarant, which roads shall remain private road(s) subject to these Covenants Conditions and Restrictions and the shared easement agreement with Laurel Flats. The responsibility and control of said private road(s), and any additional and future road(s) which may be developed by Declarant, shall be transferred to the Moose Hollow Estates Homeowners Association once ninety (90) percent of the available lots have been sold or at the discretion of the grantor. All roads will adhere to EXHIBIT C- "SHARED ROAD AGREEMENT"

17. **HOMEOWNERS ASSOCIATION:** Each Owner of a lot or parcel, by virtue of being an Owner, and for so long as such ownership is maintained, shall be a member of the Association. Memberships in the Association shall be appurtenant to the building lot, or other portion of the property owned by the Owner. Memberships in the Association shall not be transferred, pledged, signed or alienated in any way except upon the transfer of the Owner's title and then only to the transferee of such title. Except as provided herein for Grantor, the number of votes such member may cast on any issue is determined by the number of lots which the member owns (one vote per lot). With respect to Grantor, the number of votes which Grantor may cast is determined by the number of lots within the property which have been finally platted.

An Executive Committee (which will be formed once ninety (90) percent of lots have been sold or upon the discretion of the grantor) who, upon the transfer of any private roadways to the Homeowners Association, determine the day-to-day business of the Association with regard to the maintenance, repair and operation of the private roadways; said Executive Committee shall consist of three (3) individual lot Owners (1) Executive committee will be filled by Grantor or Grantor's assignee, (2) will be selected by a majority vote of all lot Owners, as described herein, Grantor or Grantor's will always be one of the three or their assignee.

**Maintenance of Common Areas:** Certain landscaping consisting of but not limited to the planting of grass and trees, maintenance of fire suppression pond, Entryway maintenance, snow removal, or any activity deemed as common, for the benefit of the real property was established by the original Grantor. In addition, certain other landscaping not limited to the planting of grass and trees for the benefit of the real property may be established by this Declarant. The continued care and maintenance of the common areas shall be the responsibility of the Moose Hollow Estates Homeowners Association.

18. **HOA DUES:** The Homeowners Association shall be authorized to impose and collect annual membership dues from all Owners of each lot/parcel, the amount to be established by the Executive Committee and approved by the general membership. Dues are established solely for the purpose of covering the cost of routine maintenance and operation of the common areas, fire

suppression pond, roads and any activity deemed common, and are due and payable on January 1 of each year. A 30-day grace period may be granted, after which time the Executive Committee may establish late penalties. Current HOA dues are set at \$200 and will be review annually. Any change in the annual dues will take a 5/8 vote of membership.

19. **ARCHITECTURAL COMMITTEE:** The Grantor shall appoint one or more persons to serve on the Architectural Committee, which Committee shall serve to enforce these Covenants Conditions and Restrictions. So long as Grantor or Grantor's family members is the owner of at least ten percent (10%) of the platted lots. Grantor shall have the exclusive right to appoint and remove members of the Architectural Committee—at all other times, the Homeowners Association shall have the right to appoint and remove members of the Architectural Committee. The Architectural Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval, pursuant to this Declaration, and perform such other duties as from time to time may be assigned to the Committee, including the inspection of construction in progress to ensure conformance with plans approved by the Architectural Committee. The Architectural Committee may establish additional rules and/or guidelines setting forth procedures, and the Architectural Committee may establish specific rules and regulations regarding design and style elements, landscaping and fences, and other structures applicable to the building lots and in conformance with these Covenants.

The Architectural Committee and its members, or duly authorized representatives, shall not be liable to the Homeowners Association or to any Owner for any loss, damage, or injury arising out of, or in any way connected with, the performance of any of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee.

**Variances:** The Architectural Committee may authorize variances from compliance with the requirements contained in this Declaration when, at the sole discretion of the Architectural Committee, circumstances may so require, including but not limited to: topography, natural obstruction, aesthetics, environmental consideration, absence of nuisance, or hardship. Any and all variances shall be authorized solely on a stand-alone and case-by-case basis (e.g., the approval of a variance authorizing a pre-fabricated building on a lot in one instance should not be assumed to be acceptable or approved for another lot or situation). As with any government law, code, or order, in any case where the State of Idaho and/or Teton County may mandate the construction or imposition of any structure or requirement, the approval of a variance from these Covenants Conditions and Restrictions shall not be necessary.

20. **FEES, ASSESSMENTS AND ENFORCEMENT:** The Homeowners Association has the power to levy assessments on any Owner or any portion of the property and to force payment of such assessments, together with the power and authority from time to time, in its own name as an Association, or on behalf of other Owners, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Covenants Conditions and Restrictions.

The default of any Owner in the payment of any Special Assessment shall cause to be recorded in the office of the Teton County Recorder a Notice of Claim of Lien, which shall state the amount of the sums due and owing, together with any attendant costs such as attorney's fees and a 3% monthly interest charge. Upon payment of any delinquency, there shall be recorded a notice stating the satisfaction/payment of such delinquent sums and charges. No action will be brought to foreclose any lien created by the recordation of the notice of delinquency and Claim of Lien as provided herein until the expiration of thirty (30) days after a copy of such Claim of Lien has

been deposited in the U.S. Mail, certified or registered and postage prepaid, to the Owner of the building lot described in such notice of delinquency and Claim of Lien.

21. REAL PROPERTY IRRIGATION SYSTEM: Lot Owners shall connect to the main line irrigation system and its central point of diversion in the Trail Creek Irrigation. In conjunction with this connection to the main line irrigation system, said Owners shall be responsible for the payment of an annual Water Users Fee, along with possible periodic Special Assessment(s), to be levied either by Grantor or its future assign(s) for maintenance, upgrades, repairs, and any need improvements to the system.

22. FIRE PROTECTION POND: Teton county fire department, Lots 3,4,5, & 6 will have unlimited access to the fire pond. Cost of maintenance and everyday operation of the Fire Protection Pond will be the responsibility of lot 5 owner. No fencing will be allowed around the pond to allow access for the fire department, and where the pond borders lot 3 & 4.

23. AMENDMENT: These Covenants Conditions and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument signed by a majority of five-eighths (5/8) of the Owners of the lots or portions of real property, and which such agreement states and sets forth any changes to said Covenants in whole, or in part. Otherwise, these Covenants may be amended by a two-thirds (5/8) vote in agreement of all parties involved.

24. ITEMS THAT THE HOA CANNOT CHANGE:

- no splitting of lots
- adherence to current dark sky lighting ordinance
- right to farm act
- weed control
- maintenance and regular pumping of septic systems
- adherence to county setbacks and height requirements
- authority of E.I.P.H. over Moose Hollow

25. ENFORCEMENT: Enforcement of these Covenants Conditions and Restrictions shall be by proceedings at-law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain the violation thereof and/or to recover damages therefore.

26. SAVINGS CLAUSE: Invalidation of any of these Covenants Conditions and Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

27. BINDING EFFECT: These Covenants Conditions and Restrictions shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the undersigned.

Kelly Lark as the Declarant and or Grantor

By: \_\_\_\_\_ Date \_\_\_\_\_

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ Day of \_\_\_\_\_, 2022 by Kelly Lark.

Teton County, State of Idaho

STATE OF IDAHO )

)ss.

County of Teton )



MOOSE HOLLOW ESTATES – VICTOR IDAHO

AFFIDAVIT AND DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS MASTER DECLARATION, this agreement made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2023. Is hereinafter set forth by Kelly E Lark as sole proprietor, 7856 Hidden Valley Road, Marsing, Idaho 83639, hereinafter referred to as “Declarant” and/or “Grantor.”

WITNESSETH

WHEREAS, the Declarant is the Owner of certain real property in Teton County, State of Idaho, which is more particularly described as follows:

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NOW, THEREFORE, Declarant hereby declares that all of the properties described within Moose Hollow Estates shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of the operations and maintenance, Moose Hollow Estates, its roads, lots, main irrigation system, fire suppression pond, and for the protection of the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

1. REAL PROPERTY: The real property that is the subject of this Affidavit and Declaration is described as follows:

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DEVELOPMENT: Grantor proposes to develop said real property in accordance with maps and plans approved under the zoning ordinances and regulations of the County of Teton, State of Idaho. In order to facilitate the development of said real property, Grantor may record, in Grantor’s sole discretion, supplemental declarations which may affect portions of the real property subject to this Declaration.

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The Architectural Committee and its members, or duly authorized representatives, shall not be liable to the Homeowners Association or to any Owner for any loss, damage, or injury arising out of, or in any way connected with, the performance of any of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee.

**Variations:** The Architectural Committee may authorize variations from compliance with the requirements contained in this Declaration when, at the sole discretion of the Architectural Committee, circumstances may so require, including but not limited to: topography, natural obstruction, aesthetics, environmental consideration, absence of nuisance, or hardship. Any and all variations shall be authorized solely on a stand-alone and case-by-case basis (e.g., the approval of a variance authorizing a pre-fabricated building on a lot in one instance should not be assumed to be acceptable or approved for another lot or situation). As with any government law, code, or order, in any case where the State of Idaho and/or Teton County may mandate the construction or imposition of any structure or requirement, the approval of a variance from these Covenants Conditions and Restrictions shall not be necessary.

20. **FEES, ASSESSMENTS AND ENFORCEMENT:** The Homeowners Association has the power to levy assessments on any Owner or any portion of the property and to force payment of such assessments, together with the power and authority from time to time, in its own name as an Association, or on behalf of other Owners, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Covenants Conditions and Restrictions.

The default of any Owner in the payment of any Special Assessment shall cause to be recorded in the office of the Teton County Recorder a Notice of Claim of Lien, which shall state the amount of the sums due and owing, together with any attendant costs such as attorney's fees and a 3% monthly interest charge. Upon payment of any delinquency, there shall be recorded a notice stating the satisfaction/payment of such delinquent sums and charges. No action will be brought to foreclose any lien created by the recordation of the notice of delinquency and Claim of Lien as provided herein until the expiration of thirty (30) days after a copy of such Claim of Lien has

been deposited in the U.S. Mail, certified or registered and postage prepaid, to the Owner of the building lot described in such notice of delinquency and Claim of Lien.

21. REAL PROPERTY IRRIGATION SYSTEM: Lot Owners shall connect to the main line irrigation system and its central point of diversion in the Trail Creek Irrigation. In conjunction with this connection to the main line irrigation system, said Owners shall be responsible for the payment of an annual Water Users Fee, along with possible periodic Special Assessment(s), to be levied either by Grantor or its future assign(s) for maintenance, upgrades, repairs, and any need improvements to the system.

22. FIRE PROTECTION POND: Teton county fire department, Lots 3,4,5, & 6 will have unlimited access to the fire pond. Cost of maintenance and everyday operation of the Fire Protection Pond will be the responsibility of lot 5 owner. No fencing will be allowed around the pond to allow access for the fire department, and where the pond borders lot 3 & 4.

23. AMENDMENT: These Covenants Conditions and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded. After such time, said covenants shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument signed by a majority of five-eighths (5/8) of the Owners of the lots or portions of real property, and which such agreement states and sets forth any changes to said Covenants in whole, or in part. Otherwise, these Covenants may be amended by a two-thirds (5/8) vote in agreement of all parties involved.

24. ITEMS THAT THE HOA CANNOT CHANGE:

- no splitting of lots
- adherence to current dark sky lighting ordinance
- right to farm act
- weed control
- maintenance and regular pumping of septic systems
- adherence to county setbacks and height requirements
- authority of E.I.P.H. over Moose Hollow

25. ENFORCEMENT: Enforcement of these Covenants Conditions and Restrictions shall be by proceedings at-law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain the violation thereof and/or to recover damages therefore.

26. SAVINGS CLAUSE: Invalidation of any of these Covenants Conditions and Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

27. BINDING EFFECT: These Covenants Conditions and Restrictions shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the undersigned.

Kelly Lark as the Declarant and or Grantor



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

THE MOOSE HOLLOW ESTATES SUBDIVISION being further described as:

Part of the East half of the Northwest quarter of Section 15, Township 3 North, Range 45 E., B.M., Teton County, Idaho, being further described as:

From the West quarter corner of said Section 15, S 89°40'38"E, 1907.06 feet to the point of beginning;  
Thence N 00°00'16"E, 1485.41 feet to a point;  
Thence S 89°39'07"E, 737.30 feet to a point;  
Thence S 00°04'40"E, 165.12 feet to the Northwest corner of the Pole Canyon Ranches Subdivision;  
Thence S 00°12'55"E, 432.31 feet to a point;  
Thence S 00°50'34"W, 227.96 feet to a point;  
Thence N 89°38'14"W, 330.40 feet to a point;  
Thence S 00°00'36"W, 659.95 feet to a point on the South line of said Section 15;  
Thence N 89°40'38"W, 405.40 feet to the point of beginning.

Contains 20.12 acres.

EXHIBIT B

Instrument # 285266  
TETON COUNTY, IDAHO  
5-24-2024 01:38:00 PM No. of Pages: 10  
Recorded for : LARK, KELLY  
KIM KEELEY Fee: 37.00  
Ex-Officio Recorder Deputy  
Index to: AGREEMENT

MUTUAL GRANT OF EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS INDENTURE, made this 24 day of MAY, <sup>2024</sup>~~2022~~,

between Long Run, LLC, whose address is 9444 S. Hwy. 31, Victor, ID 83455, the First Grantor; and Kelly Edward Lark, whose current address is 7856 Hidden Valley Rd., Marsing, ID 83639, the Second Grantor. Both parties shall also be considered as Grantees for purposes of this agreement.

WITNESSETH:

That the First Grantor is currently the owner of the property described in the attached "Exhibit A" and the Second Grantor is currently the owner of the property described in the attached "Exhibit B". Whereas the First and Second Grantors intend to construct a road along both party's properties, and allow mutual access for each other to cross across both Grantors' property for ingress and egress to the property described in "Exhibit A" and "Exhibit B" (both parties will allow access across a portion of each parcel of property described herein); and the parties share access and it is necessary to memorialize an easement agreement so the parties can continue to have access for ingress and egress and to share the initial cost to construct a road and ongoing maintenance costs of the access easement.

Therefore, for mutual consideration, IT IS EXPRESSLY AGREED AS FOLLOWS:

That Grantor A and Grantor B both hereby grant, gift, deed, and convey to



each other an easement for ingress and egress purposes and for all underground utilities located along the attached "Exhibit C" which shall be the mutual easement and road shared by both parties of this agreement. Furthermore, both Grantors may both use the easement to access their respective properties for themselves, guests, employees, invitees, and all of their successors and assigns to the above described properties; and any underground utilities may also be placed upon the easement.

The easement is intended to allow access to subdivision lots as both parcels are currently being subdivided pursuant to the laws of Teton County, Idaho, and it is the intent of the parties that all subdivided lots created from the property described in "Exhibit A" (the Laurel Flat Subdivision) and "Exhibit B" (the Moose Hollow Subdivision) shall be allowed to use the easement for utilities and ingress and egress. No other parties outside of the two parcels described herein shall be deemed to have access use form this easement.

Each Grantor shall be responsible for 50% of the initial costs associated with constructing and installing a road (including paving or asphalt), and in all regular and ordinary road maintenance costs of the easement described in "Exhibit C". These costs shall include ordinary and regular maintenance costs such as snow removal, plowing, paving, asphalt, gradings, dusting, re-graveling, and any expenses associated with ordinary wear and tear including necessary capital improvements. Each party will include assessments in their CC&R's, and collect an annual home owners dues to cover road maintenance costs. Homeowners' dues will be set by Grantors and may be updated annually.

This agreement covers the general maintenance and repair of the easement and shall include, but not be limited to snow removal and management, paving, asphalt, grading, dust control, filling in and repairing chuck holes, removal of debris and fallen trees. Each party shall be 100% responsible for any damages they cause intentionally or accidentally to the access easement. For example, if either party is forced to excavate a portion of the road to install or repair utilities or perform any other work, that party is 100% responsible to restore the access road to its original condition. Likewise, if either party accidentally damages or causes unusual damages to the road through negligence, such as creating mud holes or other damages, that party is 100% responsible to restore the road to its original condition within 90 days of the damage. If the party who causes the damage does not make the repair within ninety days, any other party or successor to this agreement may pay to have the repairs made and shall be entitled to reimbursement of such costs plus all attorneys fees and costs incurred in pursuing reimbursement.

Each party shall be responsible for their own negligent and willful acts, the acts of their own guests, invitees, agents, and employees for any portion of the road that is shared by any other owner.

Each party shall indemnify and hold the other harmless for any accidents or injuries to property or persons that occur on the access easement to either party, their guests, invitees, or other persons using the easement for the benefit of that party. Each Grantor will be required to provided liability insurance for their subdivisions.

This easement shall run with land in perpetuity and this agreement and mutual conveyance shall inure to the benefit of the heirs, assigns, and successors in

interest to the above-described properties. In essence, anyone who comes into ownership of either of the parcels or any subdivided portion of either parcel is entitled to the access and utility easement set forth above and obligated to provide such access as this easement shall run with the land.

Both parties may assign their rights in this agreement to the respective Homeowners' Associations once they are created.

IN WITNESS WHEREOF, the said Grantors and Grantee have hereunto set their hands the day and year first above written.



Long Run, LLC (The First Grantor)  
Signed by: Abbott C. Gilbane (Managing Member)



Kelly Edward Lark (The Second Grantor)

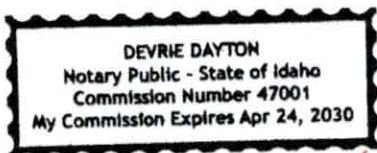
NOT A LEGAL COPY

STATE OF Idaho )  
 ) ss.  
County of Teton )

ON THIS 24 day of May, ~~2022~~<sup>2024</sup>, before me  
Devrie Dayton, a Notary Public in and for said State, personally appeared  
Abbott C. Gilbane, known or identified to me to be the person that executed the  
foregoing instrument; and known to me to have authority to act on behalf of Long Run,  
LLC; and acknowledged to me that he executed the same on behalf of Long Run, LLC  
with full legal authority.

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

S  
E  
A  
L



Devrie Dayton  
Notary Public for Idaho  
Residing at: Victor, Idaho  
My Commission Expires: 4/24/30

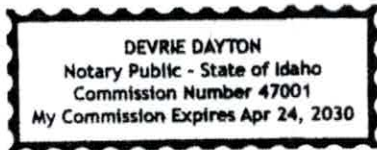
NOT A PUBLIC OFFICE

STATE OF Idaho )  
 ) ss.  
County of Teton )

ON THIS 24 day of May, ~~2022~~<sup>2024</sup>, before me,  
Devrie Dayton, a Notary Public in and for said State, personally appeared  
Kelly Edward Lark, known or identified to me to be the person that executed the  
foregoing instrument; and acknowledged to me that he executed the same.

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

S  
E  
A  
L



Devrie Dayton  
Notary Public in Idaho  
Residing at Victor, Idaho  
My Commission Expires: 4/24/30

NOT A LEGAL COPY

EXHIBIT A

From an Iron pin point, the Southwest corner of the Northwest Quarter of Section 15, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho South  $89^{\circ}41'27''$  East, 1321.48 feet along the South line of said Northwest Quarter to a point, the Point of Beginning;

Thence south  $89^{\circ}41'27''$  East, 585.74 feet to a point;

Thence North  $0^{\circ}00'32''$  West, 1485.41 feet to a point;

Thence North  $89^{\circ}42'25''$  West 585.80 feet to a point;

Thence South  $0^{\circ}00'40''$  East, 1485.41 feet, more or less, to the Point of Beginning;

Less and excepting therefrom:

A part of the Southeast Quarter Northwest Quarter Section 15, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Center Quarter corner of said Section 15; Thence North  $89^{\circ}41'28''$  West, 735.74 feet to a point on the sectional control line and North  $89^{\circ}41'27''$  West, 372.40 feet along the sectional control line to the Point of Beginning;

Thence North  $89^{\circ}41'27''$  West, 215.00 feet along the sectional control line to a point;

Thence North  $00^{\circ}03'40''$  East, 270.00 feet to a point;

Thence South  $89^{\circ}41'27''$  East, 215.00 feet to a point;

Thence South  $00^{\circ}03'40''$  West, 270.00 feet to the Point of Beginning

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EXHIBIT B

Beginning at a point that is South 89°41'27" East 1907.22 feet from the Southwest corner of the Northwest Quarter of Section 15, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 89°41' 27" East 405.37 feet; thence North 0°00'28" West 600.26 feet; thence South 89°41'56" East 330.38 feet to a point on the East line of said Northwest Quarter; thence North 0°00'24" West 825.31 feet along said East line; thence North 89°42'25" West 725.80 feet; thence South 0°00'32" East 1485.40 feet to the point of beginning.

Subject to an easement 20 feet wide, the center line described as follows: Beginning at a point 70 rods South of the Northeast corner of the Northwest Quarter of Section 15, Township 3 North, Range 45 East, Boise Meridian, and running thence South 50 rods to the Northeast corner of the E1/2SE1/2SE1/4NW1/4 of said Section 15.

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Wisdom Way **Description W $\frac{1}{2}$  OF EASEMENT**

A 30 FOOT WIDE ROAD AND UTILITY EASEMENT ALONG THE EAST LINE OF THE E $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  SECTION 15, TWP. 3N., RNG. 45E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:  
FROM THE W $\frac{1}{4}$  CORNER OF SAID SECTION 15, S89°40'38"E, 1907.28 FEET TO THE POINT OF BEGINNING OF THE EASEMENT;  
THENCE N00°00'17"E, 1107.00 FEET ALONG SAID EAST LINE OF THE E $\frac{1}{2}$  SW $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SAID SECTION 15, FEET TO A POINT;  
THENCE WEST, 80.00 FEET TO A POINT;  
THENCE SOUTH, 60.00 FEET TO A POINT;  
THENCE EAST, 80.00 FEET TO A POINT;  
THENCE S00°00'17"W, 1047.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15;  
THENCE S89°40'38"E, 80.00 FEET TO THE POINT OF BEGINNING.  
ENCUMBERS 0.80 ACRES.

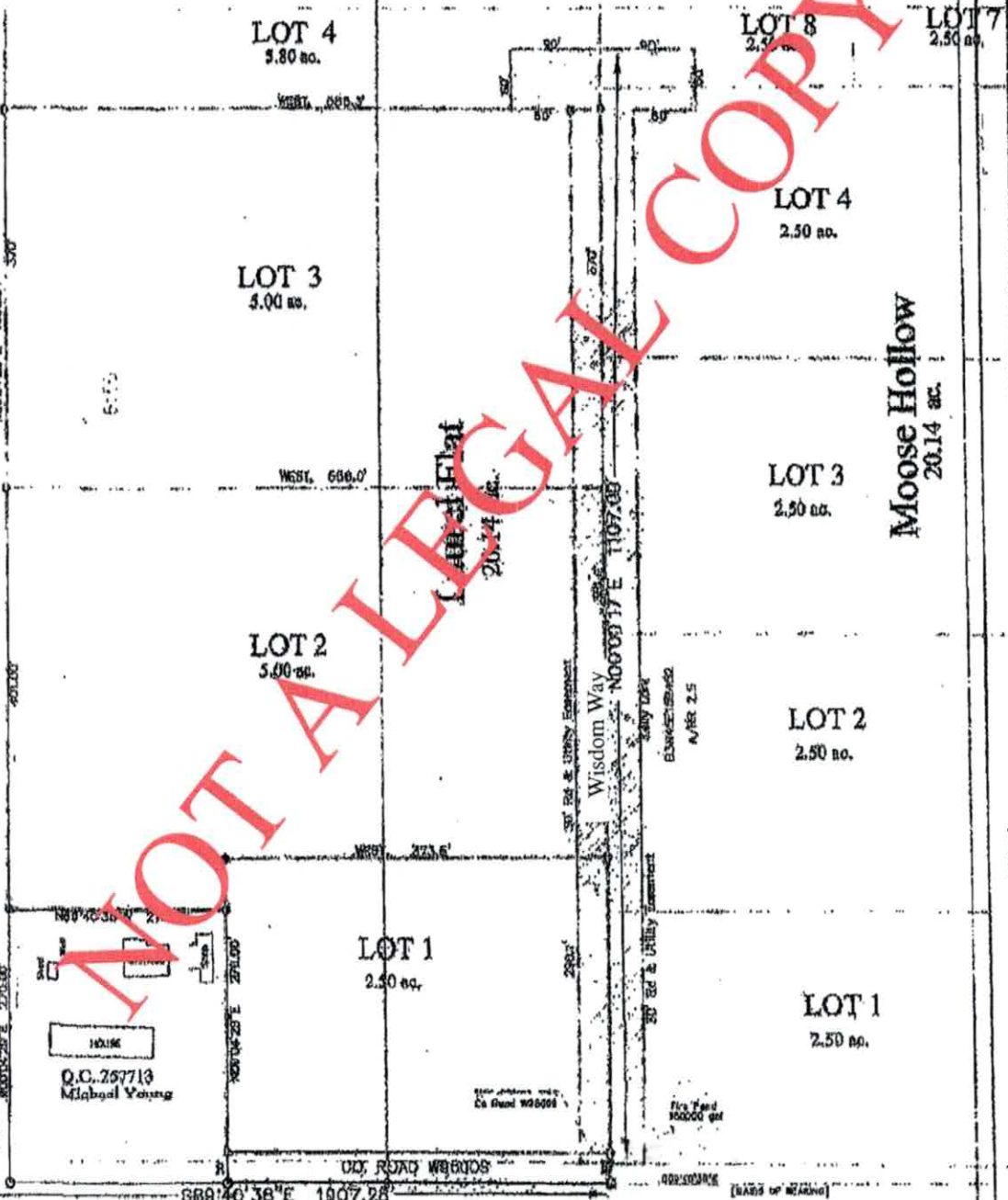
Wisdom Way **Description E $\frac{1}{2}$  OF EASEMENT**

A 30 FOOT WIDE ROAD AND UTILITY EASEMENT ALONG THE EAST LINE OF THE E $\frac{1}{2}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  SECTION 15, TWP. 3N., RNG. 45E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:  
FROM THE W $\frac{1}{4}$  CORNER OF SAID SECTION 15, S89°40'38"E, 1907.28 FEET TO THE POINT OF BEGINNING OF THE EASEMENT;  
THENCE N00°00'17"E, 1107.00 FEET ALONG SAID EAST LINE OF THE E $\frac{1}{2}$  SW $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SAID SECTION 15, TO A POINT;  
THENCE EAST, 80.00 FEET TO A POINT;  
THENCE SOUTH, 60.00 FEET TO A POINT;  
THENCE WEST, 80.00 FEET TO A POINT;  
THENCE S00°00'17"W, 1047.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15;  
THENCE N89°40'38"W, 80.00 FEET TO THE POINT OF BEGINNING.  
ENCUMBERS 0.80 ACRES.



K.M.C.  
Moosehead  
REGISTERED A/P/R 2.5  
NORTH

M.K. CONVEY DEC 15  
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1990  
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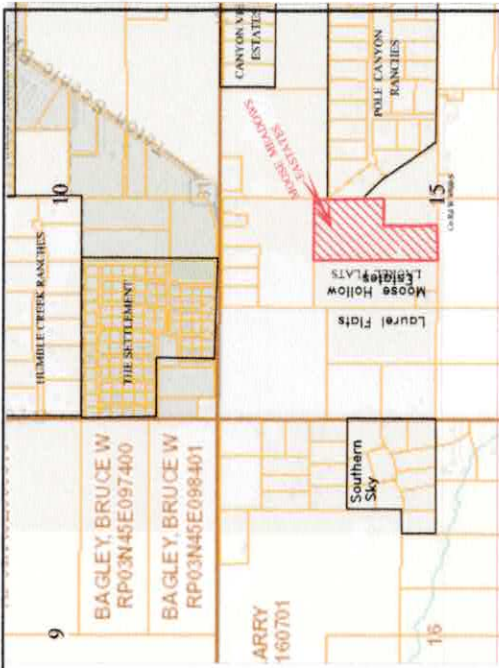


Simon Korum  
RP3840E154000  
A/P/R 5 A

680.00' E  
5 0000044' E

40000'

# EXHIBIT C



**VICINITY MAP MOOSE HOLLOW ESTATES & LAUREL FLATS**  
Part of E<sub>1/2</sub> NW<sub>1/4</sub> Sec 15, Twp 3N, Rng 45E, B.M., Teton Co. Id.

### MOOSE HOLLOW ESTATES DESCRIPTION

PART OF THE 0.50 AC. NW<sub>1/4</sub> SEC. 15, TWP. 3N., RNG. 45E., B.M., TETON COUNTY, ID. BEING FURTHER DESCRIBED AS: MOOSE HOLLOW ESTATES, BEING THE 20 FOOT WIDE UTILITY & IRRIGATION EASEMENT ALONG THE PERMETER OF THE ABOVE DESCRIBED PROPERTY. BEING THE 40 FOOT WIDE SHARED WISDOM WAY ROAD AND UTILITY EASEMENT, BEING WITHIN THE 40 FOOT WIDE COUNTY ROAD AND UTILITY EASEMENT OF W 8000S. BEING THE 40 FOOT WIDE COUNTY ROAD AND UTILITY EASEMENT OF W 8000S. BEING THE 40 FOOT WIDE COUNTY ROAD AND UTILITY EASEMENT OF W 8000S. BEING THE 40 FOOT WIDE COUNTY ROAD AND UTILITY EASEMENT OF W 8000S.

SUBJECT TO A 20 FOOT WIDE DEEP DRAINAGE EASEMENT FOR EXISTING IRRIGATION PIPE LINE AND MAINTENANCE ALONG THE NORTH PROPERTY LINE. BEING THE 20 FOOT WIDE UTILITY & IRRIGATION EASEMENT ALONG THE PERMETER OF THE ABOVE DESCRIBED PROPERTY. BEING THE 40 FOOT WIDE SHARED WISDOM WAY ROAD AND UTILITY EASEMENT, BEING WITHIN THE 40 FOOT WIDE COUNTY ROAD AND UTILITY EASEMENT OF W 8000S.

RECORDER'S CERTIFICATE

**Final Plat / Master Plan**  
**MOOSE HOLLOW ESTATES**

PART OF E<sub>1/2</sub> NW 1/4 SEC 15,  
TWP 3N., RNG 45E., B.M., TETON COUNTY, IDAHO

BY: **AW ENGINEERING**  
7000 Jackson Valley Rd.  
Meridian, Idaho 83659  
2005 SOUTH MAIN P.O. BOX 139  
VICTOR, IDAHO 83455  
(208) 767-2552 [aweng@aweng.net](mailto:aweng@aweng.net)

**SURVEYORS NARRATIVE & CERTIFICATE**  
L. ARNOLD WOODSTEIN/ARNE BEING A LICENSED LAND SURVEYOR HAS BEEN AND IS HEREBY CERTIFIED THAT I HAD CONDUCTED THE SURVEY OF THIS PART OF LAND AS HEREIN PLATTED AND THE BASIS OF RECORDING IS THE SOUTH LINE OF THE NW<sub>1/4</sub> OF SECTION 15, TWP 3N., RNG 45E., B.M., TETON CO. IDAHO.



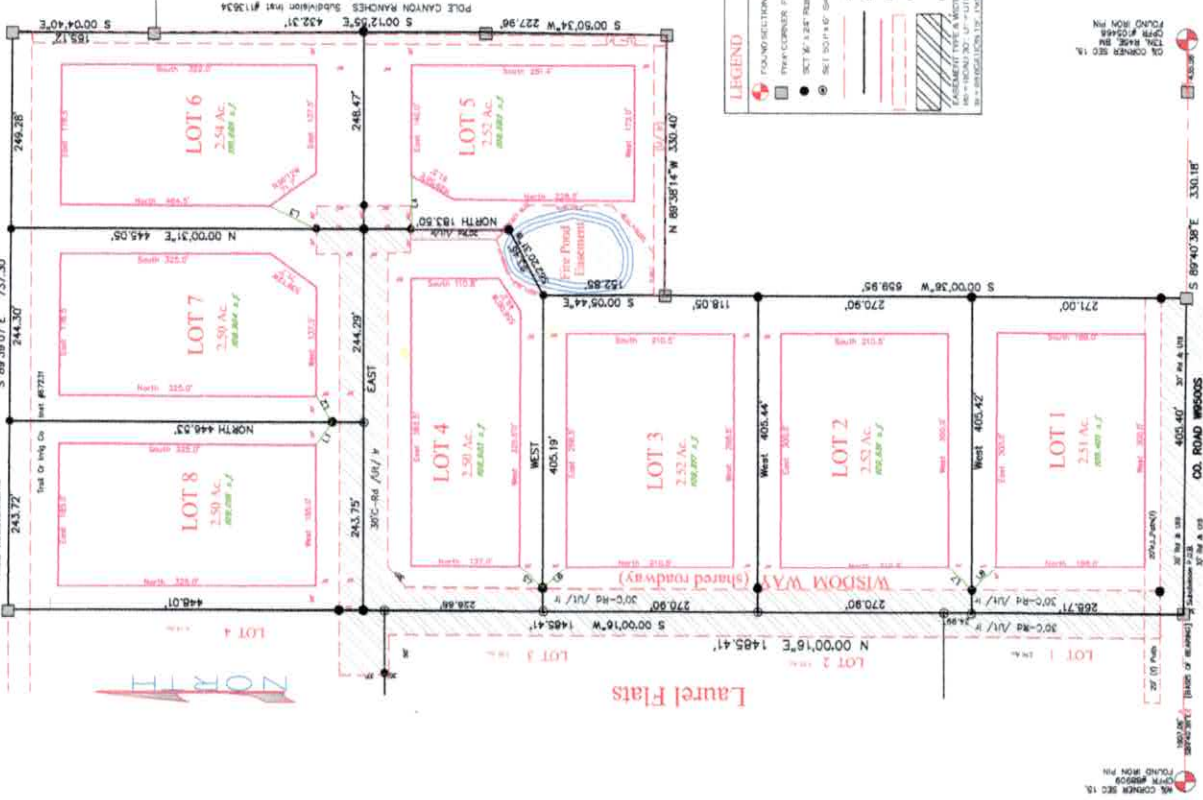
*L. Arnold Woodstein*  
E-07-2024

**Ties to Building Envelopes**

1-3	243.72'	244.30'	244.29'	244.29'
4-6	243.75'	244.29'	244.29'	244.29'
7-9	243.75'	244.29'	244.29'	244.29'
10-12	243.75'	244.29'	244.29'	244.29'
13-15	243.75'	244.29'	244.29'	244.29'
16-18	243.75'	244.29'	244.29'	244.29'
19-21	243.75'	244.29'	244.29'	244.29'
22-24	243.75'	244.29'	244.29'	244.29'
25-27	243.75'	244.29'	244.29'	244.29'
28-30	243.75'	244.29'	244.29'	244.29'
31-33	243.75'	244.29'	244.29'	244.29'
34-36	243.75'	244.29'	244.29'	244.29'
37-39	243.75'	244.29'	244.29'	244.29'
40-42	243.75'	244.29'	244.29'	244.29'

### SUBDIVISION NOTES:

1. AVERAGE AREA PER LOT = 2.53
2. NUMBER OF LOTS = 8
3. STRACAS IN THIS PLAT: Front / Side / Rear - 0/0/0
4. POWER TO UTILIZE SUTER SYSTEMS
5. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
6. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
7. NOT WITHIN REGULATORY AREA
8. WITHIN THE CITY OF VICTOR, IDAHO
9. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
10. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
11. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
12. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
13. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.
14. SUTER SYSTEMS SHALL BE INSTALLED BY F.A.G. INC.



Scale 1" = 100 ft