



BOUNDARY COUNTY SUBDIVISION, SHORT PLAT APPLICATION

P.O. Box 419, Bonners Ferry, Idaho 83805
Phone: (208) 267-7212

FILE #: 25-0066

APPLICANT INFORMATION:

Landowner Name: Rips Leisure LLC		
Mailing Address: [REDACTED]		
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]
Phone: [REDACTED]	Email: [REDACTED]	

REPRESENTATIVE INFORMATION:

Representative's name: ATS, INC		
Company name: Advanced Technology Surveying, INC		
Mailing Address: [REDACTED]		
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]
Phone: [REDACTED]	Email: [REDACTED]	

PARCEL INFORMATION:

Parcel #: RP64N02E143013A(3601A)	Parcel Acreage: 20	Parcel Zone: Suburban
Subdivision name: Ripske River Estates	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Re-plat	
Point of access: Earl Lane Road	Nearest public road: Earl Lane and Moyie River Road	
Subdivision type: <input type="checkbox"/> Primitive <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Lot line adjustment/amendment		
Proposed # of lots: 7	Smallest lot size: 2.5 acres	Largest lot size: 4 .84 acres
Utilities:	Water: <input checked="" type="checkbox"/> Well <input type="checkbox"/> _____ Assn.	Electric: <input type="checkbox"/> BF <input checked="" type="checkbox"/> NLI
	Sewer: <input type="checkbox"/> BF <input checked="" type="checkbox"/> Septic <input type="checkbox"/> Community:	Fire district: Hall Mountain
	Roads: <input checked="" type="checkbox"/> Existing public <input type="checkbox"/> Proposed public <input checked="" type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> Federal	
	Who will maintain roads? <input type="checkbox"/> Public <input type="checkbox"/> Private association <input checked="" type="checkbox"/> Lot owners	
Special purpose districts (fire, water, irrigation, drainage, etc.): _____		

TO BE COMPLETED BY COUNTY:

Zone District: Suburban	Overlay Zones: <input type="checkbox"/> Airport <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Flood <input type="checkbox"/> None	<input type="checkbox"/> Bonners Ferry ACI <input type="checkbox"/> Moyie Springs ACI	Received: 07/07/2025
Floodplain: Zone X	Panel #: 1602070200B	Development Permit #: n/a	Receipt #: 33851

PROJECT DESCRIPTION:

Describe purpose of application (structure types, services, etc.):

-4.84

Owner would like to divide two parcels into 2.5[✓] acre lots for a total of 7 lots.

The lots would share one space for a drainfield as indicated on the plat that has been preliminarily approved by PHD. An existing private road that connects to Earl Lane will provide access, River Run Road.

REQUIRED:**APPLICATION CHECKLIST:**

COPY OF DEED: <input checked="" type="checkbox"/>	ACCESS, EASEMENT INFORMATION <input checked="" type="checkbox"/>	PROPOSED/APPROVED ROAD NAME <input checked="" type="checkbox"/>
PRELIMINARY PLAT: One 11x17 <input checked="" type="checkbox"/> One electronic copy	ANY PROPOSED CC&RS <input type="checkbox"/>	APPLICABLE WILL-SERVE LETTERS <input checked="" type="checkbox"/>
PROPOSED ROAD DESIGN <input type="checkbox"/>	UNIQUE SUBDIVISION NAME <input checked="" type="checkbox"/>	FEES <input checked="" type="checkbox"/>
ADDITIONAL DOCUMENTS, CHARTS, MAPS, OR DRAWINGS NECESSARY TO CONVEY SCOPE & DESIGN STANDARDS		<input checked="" type="checkbox"/>

I hereby certify that all the information, statements, attachments, and exhibits submitted herewith are true to the best of my knowledge. I further grant permission to Boundary County employees and representatives, elected or appointed officials to enter upon the subject land to make examinations, post the property or review the premises relative to the processing of this application.

Landowner Signature: Tiffany Espe (ATS)

Date: 3-21-2025

Revised 4-22-25

Landowner Signature: _____

Date: _____

Landowner Signature: _____

Date: _____

Submit with application fee to:
Boundary County Planning & Zoning
P.O. Box 419
Bonners Ferry, ID 83805

RIPSKE RIVER ESTATES

SITUATE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11,
THE WEST HALF OF THE NORTHWEST QUARTER & THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 64 NORTH, RANGE 02 EAST, B.M. BOUNDARY COUNTY, IDAHO

PAGE 1 OF 3

OWNERS' CERTIFICATE

BE IT KNOWN BY ALL MEN THAT RIPS LEISURE, LLC, AN IDAHO LIMITED LIABILITY COMPANY DOES OWN THE LAND AS DEPICTED WITHIN THE DISTINCTIVE BOUNDARY SHOWN AND HAS CAUSED THE SAME TO BE PLATTED INTO LOTS AND BLOCKS TO BE KNOWN HENCEFORTH AS *"RIPSKE RIVER ESTATES"*. SITUATE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11 AND THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 64 NORTH, RANGE 02 EAST OF THE BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-WEST 1/16th CORNER OF SAID SECTION 14, FROM WHICH THE WEST QUARTER CORNER BEARS NORTH 89°53'29" WEST, 1326.50 FEET; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE THE SOUTHWEST QUARTER OF SAID SECTION, SOUTH 00°27'12" WEST, 206.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD AND BEING THE TRUE *POINT-OF-BEGINNING*.

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00°27'12" WEST, 116.71 FEET MORE OR LESS TO A POINT ON THE ORDINARY HIGH-WATER MARK OF THE MOYE RIVER;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK GENERALLY AS FOLLOWS:

NORTH 50°41'14" WEST, 121.16 FEET;
NORTH 39°47'03" WEST, 95.64 FEET;
NORTH 31°00'34" WEST, 88.65 FEET;
NORTH 46°01'31" WEST, 100.05 FEET;
NORTH 58°14'12" WEST, 167.44 FEET;
NORTH 57°57'48" WEST, 182.73 FEET;
NORTH 63°13'24" WEST, 134.30 FEET;
NORTH 50°22'49" WEST, 145.62 FEET;
NORTH 38°38'25" WEST, 66.19 FEET;
NORTH 19°05'50" WEST, 148.97 FEET;
NORTH 13°33'06" WEST, 196.40 FEET;
NORTH 13°41'30" WEST, 113.41 FEET;
NORTH 02°10'00" WEST, 103.98 FEET;
NORTH 10°48'35" EAST, 37.31 FEET;
NORTH 23°35'33" EAST, 32.82 FEET;
NORTH 27°28'55" EAST, 127.90 FEET;
NORTH 25°35'35" EAST, 79.31 FEET;
NORTH 25°23'46" EAST, 178.66 FEET;
NORTH 19°13'37" EAST, 28.53 FEET;
NORTH 19°13'37" EAST, 116.66 FEET;
NORTH 22°38'00" EAST, 86.72 FEET;
NORTH 01°52'10" WEST, 140.33 FEET;
NORTH 13°42'00" EAST, 144.43 FEET;
NORTH 14°16'28" EAST, 287.34 FEET;
NORTH 52°18'30" WEST, 32.67 FEET;
NORTH 23°30'43" EAST, 218.65 FEET;
NORTH 25°25'58" EAST, 90.60 FEET;
NORTH 19°40'32" EAST, 102.78 FEET;
NORTH 18°13'42" EAST, 70.73 FEET;
NORTH 38°33'47" EAST, 31.98 FEET;
NORTH 02°52'18" EAST, 75.85 FEET;
NORTH 01°45'15" WEST, 76.62 FEET;
NORTH 00°42'08" WEST, 71.67 FEET;
NORTH 01°27'50" WEST, 224.67 FEET;
NORTH 06°10'31" WEST, 31.61 FEET;

THENCE LEAVING SAID ORDINARY HIGH-WATER MARK, NORTH 88°24'25" EAST, 31.64 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD.

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AS FOLLOWS:

SOUTH 01°35'35" EAST, 598.69 FEET TO THE POINT OF TANGENT CURVATURE TO THE RIGHT;
SOUTHERLY, 566.81 FEET ALONG SAID CURVE HAVING A RADIUS OF 2764.21 FEET, A CENTRAL ANGLE OF 11°44'56" AND A CHORD BEARING SOUTH 04°16'52" WEST, 565.82 FEET TO THE POINT OF TANGENCY;
SOUTH 10°10'43" WEST, 682.91 FEET TO THE POINT OF A 400 FOOT TANGENT SPIRAL TO THE LEFT;
ALONG SAID SPIRAL HAVING A CHORD BEARING SOUTH 06°04'11" WEST, 420.32 FEET TO THE POINT OF TANGENT CURVATURE OF A SIMPLE CURVE TO THE LEFT;
602.11 FEET ALONG SAID CURVE HAVING A RADIUS OF 1054.93 FEET, A CENTRAL ANGLE OF 32°45'05" AND A CHORD BEARING SOUTH 18°11'12" EAST, 593.97 FEET TO A 400 FOOT TANGENT SPIRAL TO THE LEFT;
ALONG SAID SPIRAL HAVING A CHORD BEARING SOUTH 42°27'03" EAST, 420.32 FEET TO THE POINT OF TANGENCY;
SOUTH 46°33'11" EAST, 177.70 FEET RETURNING TO THE POINT-OF-BEGINNING;

TOGETHER WITH:

BEGINNING AT THE WEST 1/16th CORNER COMMON TO SECTION 11 AND SECTION 14;

THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER, SOUTH 00°33'59" WEST, 949.64 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 68°41'25" WEST, 326.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AS FOLLOWS:

NORTH 10°10'43" EAST, 281.26 FEET TO THE POINT OF TANGENT CURVATURE TO THE LEFT;

THENCE NORTHERLY, 607.87 FEET ALONG SAID CURVE HAVING A RADIUS OF 2964.21 FEET, A CENTRAL ANGLE OF 11°44'58" AND A CHORD BEARING NORTH 04°16'54" EAST, 606.80 FEET TO THE POINT OF TANGENCY;

THENCE, NORTH 01°35'35" WEST, 187.08 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE, SOUTH 89°49'00" EAST, 223.74 FEET RETURNING TO THE POINT-OF-BEGINNING.

LESS:

COUNTY ROAD RIGHT-OF-WAY.

CONTAINING 20.62 ACRES, MORE OR LESS;

BE IT FURTHER KNOWN THAT:

- THE OWNER HEREBY GRANTS A 20 FOOT WIDE PRIVATE ACCESS AND UTILITY EASEMENT AS DEPICTED ON PAGE 3 OF THIS PLAT FOR THE BENEFIT OF THESE PLATTED LOTS.
- THE WATER PURVEYOR SHALL BE INDIVIDUAL WELL FOR EACH LOT OF THIS PLAT.
- THE SEWER PURVEYOR SHALL BE INDIVIDUAL SEPTIC AND DRAINFIELD FOR EACH LOT.

CHRIS J. RIPATTI, MEMBER
RIPS LEISURE, LLC

DATE

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO
COUNTY OF KOOTENAI

S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025,
BY *CHRIS J. RAPATTI, AS MEMBER FOR RIPS LEISURE, LLC*

NOTARY PUBLIC FOR THE STATE OF IDAHO



SANITARY RESTRICTION

SANITARY RESTRICTION AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED THIS _____ DAY OF _____, 2025.

HEALTH DISTRICT

PLANNING & ZONING CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED.

DATED THIS _____ DAY OF _____, 2025.

ACTING BOUNDARY COUNTY PLANNING & ZONING ADMINISTRATOR

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF *RIPSKE RIVER ESTATES* AND HAVE DETERMINED THAT IT COMPLIES WITH APPLICABLE STATE STATUTES & COUNTY ORDINANCES PERTAINING TO PLATS AND SUBDIVISIONS REGULATIONS.

DATED THIS _____ DAY OF _____, 2025.

ACTING BOUNDARY COUNTY SURVEYOR

COUNTY RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE BOUNDARY COUNTY RECORDER AT THE REQUEST OF A.T.S., INC.

THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK ____ M.

AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE _____.

AS INSTRUMENT _____.

BY:

BOUNDARY COUNTY RECORDER

DEPUTY RECORDER

COUNTY ROAD SUPERINTENDENT'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED.

DATED THIS _____ DAY OF _____, 2025.

BOUNDARY COUNTY ROAD SUPERINTENDENT

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES DUE FOR THE PROPERTY DESCRIBED WITHIN AND DEDICATION HAVE BEEN FULLY PAID THROUGH _____.

DATED THIS _____ DAY OF _____, 2025.

BOUNDARY COUNTY TREASURER

COUNTY COMMISSIONER'S CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF BOUNDARY COUNTY, IDAHO.

DATED THIS _____ DAY OF _____, 2025.

CHAIR, BOARD OF BOUNDARY COUNTY COMMISSIONERS

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF MARCH 2024 TO THE DATE OF RECORDING. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET AS DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.



INSTRUMENT NO. _____

	ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.	SCALE: NTS
	9177 HESS STREET, HAYDEN IDAHO, 83835	CHECKED BY MBM DATE: 04-21-2025
	* PH. (208)-772-2745 * FAX (208)-762-7731 *	DRAWN BY MBM DATE: 08-28-2024
		DWG: PLAT PROJ: 23-009

RIPSKE RIVER ESTATES

SITUATE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11,
THE WEST HALF OF THE NORTHWEST QUARTER & THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 64 NORTH, RANGE 02 EAST, B.M. BOUNDARY COUNTY, IDAHO

PAGE 2 OF 3

LINE TABLE

LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	31.64'	S 88°24'25" W	L18	88.65'	N 31°00'34" W	L33	178.66'	N 25°23'46" E	L48	31.61'	N 06°10'31" W
L2	43.50'	N 89°49'00" W	L19	100.05'	N 46°01'31" W	L34	116.66'	N 19°13'37" E			
L4	73.97'	N 05°35'59" W	L20	167.44'	N 58°14'12" W	L35	86.72'	N 22°38'00" E			
L5	79.03'	N 05°35'59" W	L21	182.73'	N 57°57'48" W	L36	140.33'	N 01°52'10" W			
L6	105.41'	N 25°23'12" W	L22	134.30'	N 63°13'24" W	L37	144.43'	N 13°42'00" E			
L7	123.17'	N 25°23'12" W	L23	145.62'	N 50°22'49" W	L38	287.34'	N 14°16'28" E			
L9	121.16'	N 50°41'14" W	L24	66.19'	N 38°38'25" W	L39	32.67'	N 52°18'30" W			
L10	16.64'	S 88°24'25" W	L25	148.97'	N 19°05'50" W	L40	218.65'	N 23°30'43" E			
L11	15.00'	S 88°24'25" W	L26	196.40'	N 13°33'06" W	L41	90.60'	N 25°25'58" E			
L12	95.64'	N 39°47'03" W	L27	113.41'	N 13°41'30" W	L42	102.78'	N 19°40'32" E			
L13	266.47'	S 08°28'56" W	L28	103.98'	N 02°10'00" W	L43	70.73'	N 18°13'42" E			
L14	154.49'	S 01°54'22" W	L29	37.31'	N 10°48'35" E	L44	31.98'	N 38°33'47" E			
L15	420.32'	S 42°27'03" E	L30	32.82'	N 23°35'33" E	L45	75.85'	N 02°52'18" E			
L16	368.17'	S 42°33'51" E	L31	127.90'	N 27°28'55" E	L46	76.62'	N 01°45'15" W			
L17	378.12'	S 06°17'17" W	L32	79.31'	N 25°35'35" E	L47	296.33'	N 01°16'47" W			

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C1	566.81'	2764.21'	011°44'56"	N 04°16'52" E	565.82'
C2	607.87'	2964.21'	011°44'58"	N 04°16'54" E	606.80'
C3	602.11'	1054.93'	032°42'08"	N 18°11'26" W	593.97'
C4	488.70'	854.93'	032°45'05"	N 18°11'26" W	482.07'
C5	511.57'	2764.21'	010°36'13"	N 03°42'31" E	510.84'
C6	55.24'	2764.21'	001°08'42"	N 09°34'59" E	55.24'
C7	94.59'	969.71'	005°35'19"	N 22°35'33" W	94.55'
C8	293.01'	848.45'	019°47'13"	N 15°29'36" W	291.56'
C9	103.75'	1054.93'	005°38'06"	S 04°39'25" E	103.71'
C10	289.46'	1054.93'	015°43'17"	S 15°20'07" E	288.56'
C11	208.90'	1054.93'	011°20'45"	S 28°52'07" E	208.56'
C13	275.74'	798.45'	019°47'13"	N 15°29'36" W	274.37'

REFERENCES

- R1) SURVEY BY JOHN D. MARQUETTE, PLS 7877.
RECORDED IN BOOK 05 OF SURVEYS AT PAGE 054.
- R2) SURVEY BY EARL E. SANDERS, PLS 3814.
RECORDED IN BOOK 01 OF SURVEYS AT PAGE 240.
- R3) QUITCLAIM DEED INSTRUMENT NUMBER 298172.

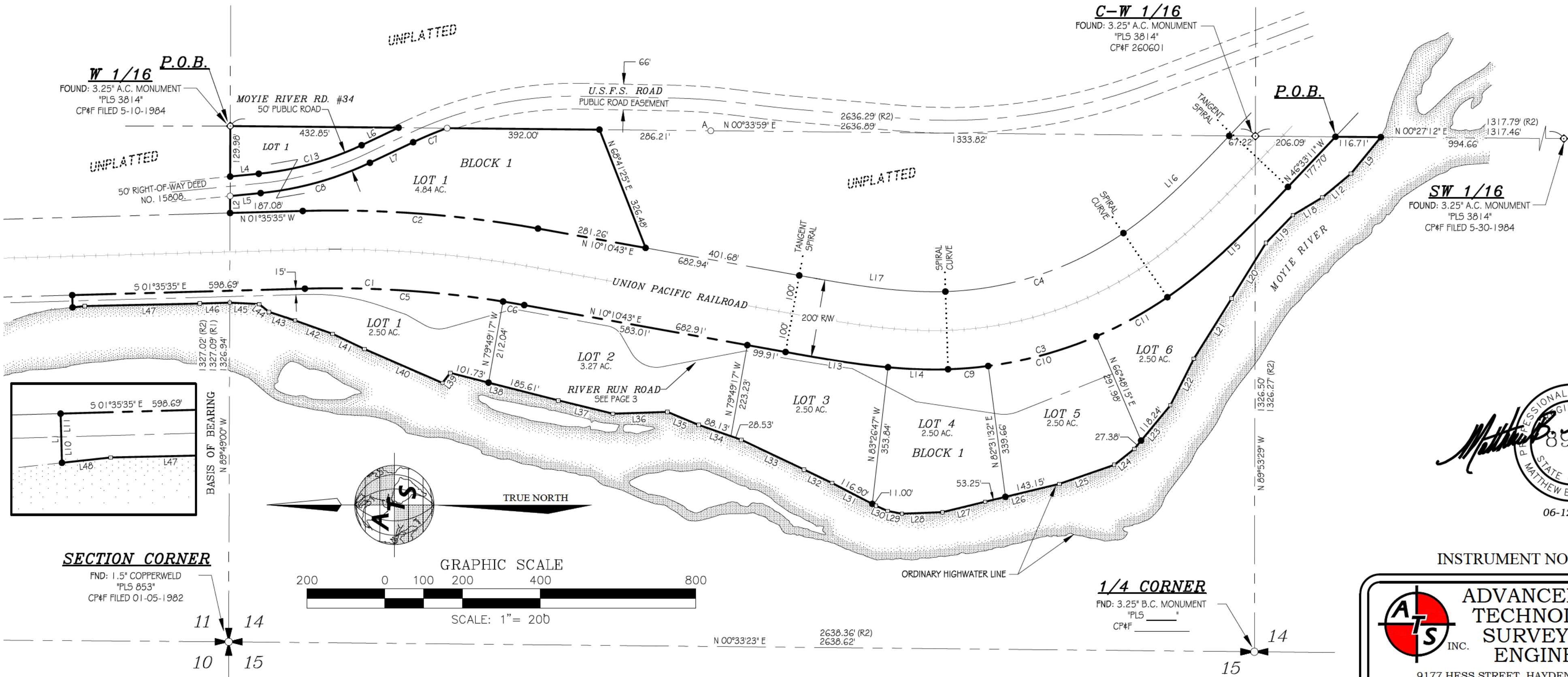
ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND
OTHER DOCUMENTS REFER TO BOUNDARY COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST
QUARTER OF SAID SECTION 14 AND MATCHES R1, HEREIN.

LEGEND

- SET 5/8" BY 30" REBAR # CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR # CAP MARKED "PLS 7877"
- FOUND 5/8" REBAR, NO CAP.
- ◇ FOUND 3.25" A.C. MONUMENT "PLS 3814"
- COMPUTED POINT (NOTHING FOUND OR SET)
- ⊕ QUARTER CORNER
- ⊕ SECTION CORNER
- PROPERTY BOUNDARY
- SECTION LINE
- - - EASEMENT LINE
- - - ROAD OR RIGHT-OF-WAY CENTERLINE



Matthew B. Mayberry
PROFESSIONAL LAND SURVEYOR
STATE OF IDAHO
MATTHEW B. MAYBERRY
06-12-2025

INSTRUMENT NO. _____

ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING

9177 HESS STREET, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1" = 200'

CHECKED BY MBM
DATE: 04-21-2025

DRAWN BY MBM
DATE: 08-28-2024

DWG: PLAT
PROJ: 23-009

RIPSKE RIVER ESTATES

SITUATE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11,
THE WEST HALF OF THE NORTHWEST QUARTER & THE SOUTHWEST QUARTER OF SECTION 14,
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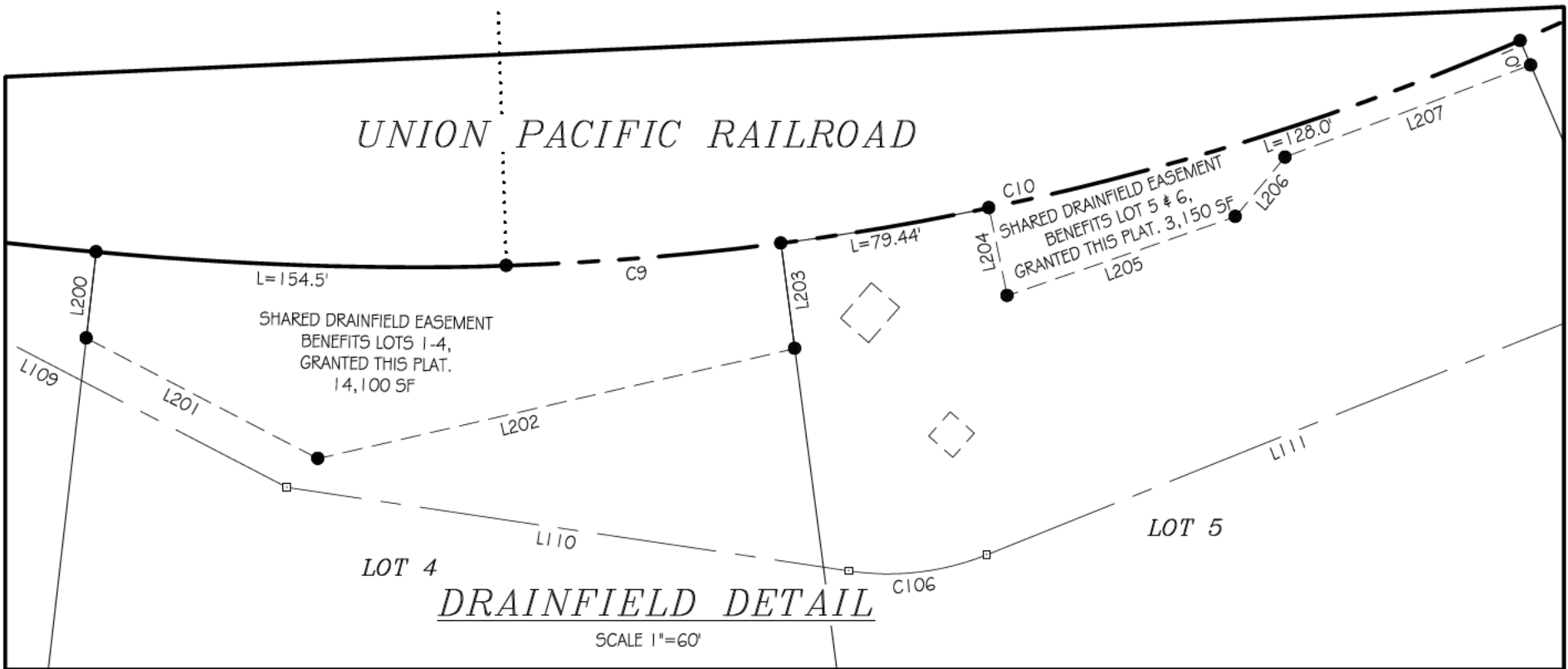
PAGE 3 OF 3

LINE TABLE

LINE	LENGTH	DIRECTION
L100	15.00'	N 88°24'25" E
L101	16.64'	N 88°24'25" E
L102	73.88'	S 18°53'04" W
L103	54.28'	S 29°45'44" W
L104	165.73'	S 15°49'00" E
L105	171.59'	S 10°10'43" W
L106	64.37'	S 10°10'43" W
L107	50.77'	S 60°11'05" W
L108	220.50'	S 10°45'59" E
L109	184.21'	S 27°28'55" W
L110	213.87'	S 08°26'58" W
L111	260.84'	S 21°50'57" E

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C100	187.64'	525.00'	020°28'40"	S 08°38'44" W	186.64'
C101	59.66'	75.00'	045°34'43"	S 06°58'22" W	58.10'
C102	22.69'	50.00'	025°59'43"	S 02°49'08" E	22.49'
C103	43.64'	50.00'	050°00'21"	S 35°10'54" W	42.27'
C104	92.87'	75.00'	070°57'04"	S 24°42'33" W	87.05'
C105	276.84'	4100.00'	003°52'07"	S 09°34'46" W	276.78'
C106	52.88'	100.00'	030°17'55"	S 06°41'59" E	52.27'

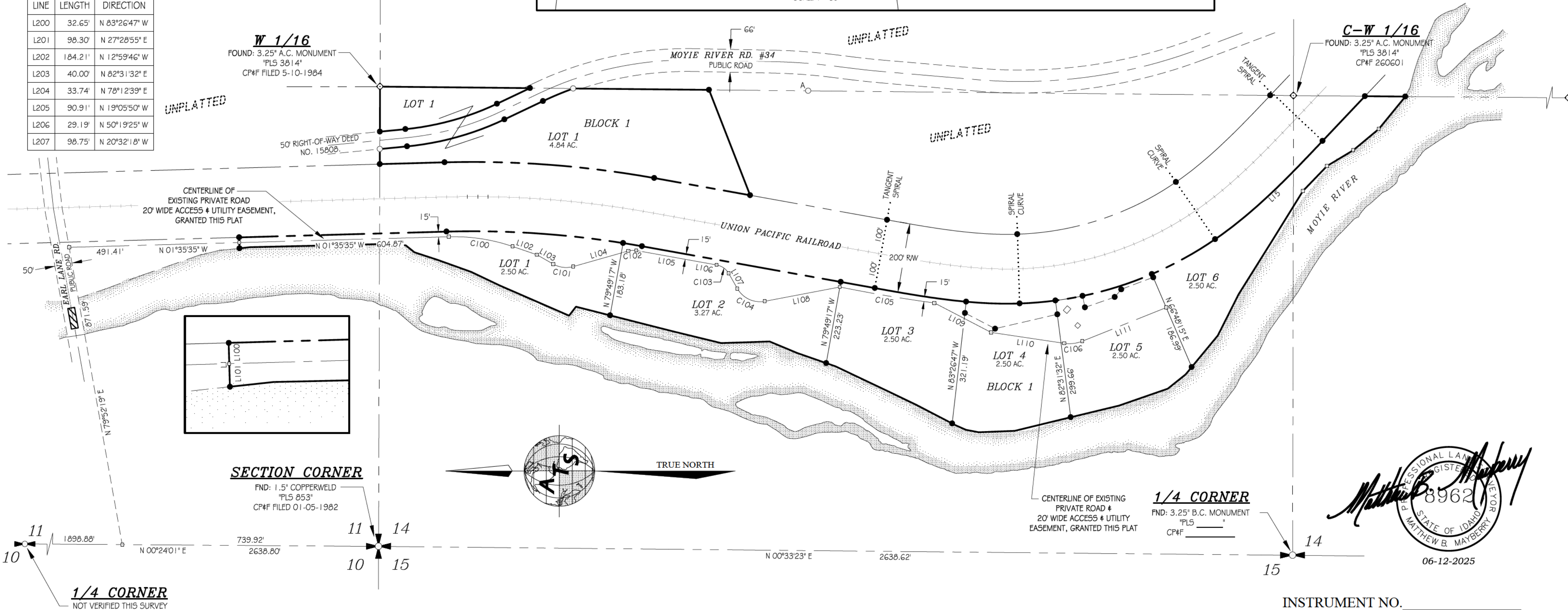


SURVEYOR'S NARRATIVE/NOTES

- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE GUARANTEE PREPARED BY FLYING S TITLE & ESCROW COMPANY DATED SEPTEMBER 20, 2024. ORDER NO. 1161364-S. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND/OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY. THIS SURVEY DOES SHOW INFORMATION OF EASEMENTS THAT WERE SUPPLIED TO ATS, INC.
- THE PURPOSE OF THIS DOCUMENT IS TO SUBDIVIDE SUBJECT PROPERTY ACCORDING TO THE STATE OF IDAHO SUBDIVISION REGULATIONS AND BOUNDARY COUNTY SUBDIVISION ORDINANCE AND ZONING REGULATIONS. ANY RIGHT OF WAY DEDICATION AND/OR THE GRANTING OF PERPETUAL EASEMENT DEPICTED ON THESE PAGES ARE DETAILED IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT.
- THIS SURVEY WAS PERFORMED BY A COMBINATION OF FIELD TRAVERSING AND GPS OBSERVATIONS USING A TRIMBLE S6-2 SECOND ROBOTIC TOTAL STATION AND TRIMBLE R10-2 GNSS BASE UNIT AND A TRIMBLE R121 RTK ROVER UNIT AND WAS PERFORMED ACCORDING TO IDAHO CODE FOR LAND BOUNDARY SURVEYS AND ACCEPTED DATA COLLECTION PRACTICES. ANY TERRESTRIAL MEASUREMENTS AND TRAVERSES WERE PERFORMED AND ANALYZED TO VERIFY THAT THEY MEET OR EXCEED THE REQUIREMENTS OF THIS SECTION.
- THE REMAINDER PARCEL IS BELOW THE 1.0 ACRE MINIMUM FOR BUILDING PURPOSE. NO BUILDING WILL BE ALLOWED IN ITS EXISTING CONFIGURATION.

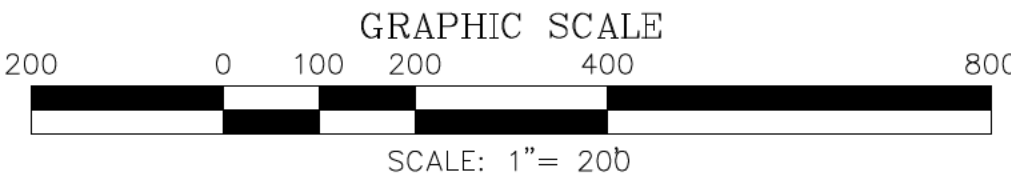
LINE TABLE

LINE	LENGTH	DIRECTION
L200	32.65'	N 83°26'47" W
L201	98.30'	N 27°28'55" E
L202	184.21'	N 12°59'46" W
L203	40.00'	N 82°31'32" E
L204	33.74'	N 78°12'39" E
L205	90.91'	N 19°05'50" W
L206	29.19'	N 50°19'25" W
L207	98.75'	N 20°32'18" W



Matthew B. Mayberry
REGISTERED LAND SURVEYOR
STATE OF IDAHO
8962
06-12-2025

INSTRUMENT NO. _____



ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING

9177 HESS STREET, HAYDEN IDAHO, 83835
* PH. (208)-772-2745 * FAX (208)-762-7731 *

SCALE: 1" = 200'
CHECKED BY MBM
DATE: 04-21-2025
DRAWN BY MBM
DATE: 08-28-2024
DWG: PLAT
PROJ: 23-009

298172

Quitclaim Deed
(Boundary Line Adjustment)

WHEREAS, RIPS LEISURE, LLC, an Idaho limited liability company (hereafter the "Grantor"), is the record owner of four (4) existing parcels of real property located in Boundary County, Idaho, and legally described in that certain **Warranty Deed** recorded on October 9, 2020 as Boundary County Instrument No. 283746; and

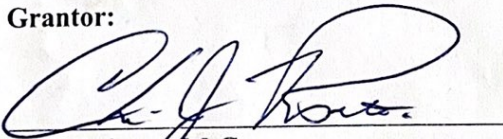
WHEREAS, the Grantor desires to adjust the common boundaries among the above-described parcels without creating any additional parcel in compliance with the Parcel Line Adjustment provisions in Section 20.4. of the Boundary County Zoning Ordinance now in effect, and as permitted under a Boundary County Administrative Development Permit (File #23-0158) issued on March 26, 2023.

NOW, THEREFORE, for good and valuable consideration received, the Grantor does hereby grant, assign, convey, release and quitclaim unto RIPS LEISURE, LLC, an Idaho limited liability company with a mailing address of 25736 N. Clagstone Road, Athol, ID 83801 (hereafter the "Grantee"), and to the Grantee's successors and assigns forever, all right, title and interest in the four (4) adjusted parcels of real property legally re-described in **Exhibits A, B, C and D**, all attached and incorporated herein.

This instrument is recorded for boundary line adjustment purposes only and does not create any additional buildable lot or parcel.

Dated this 24th day of September, 2024.

Grantor:



RIPS Leisure, LLC

By: Chris J. Ripatti, Member

STATE OF IDAHO

County of Boundary

Filed by: Glenda Poston

on 9-25-2024 at 2:10

Glenda Poston

County Recorder

By Deputy

Fee \$ 15.00

Mail to 25736 N. Clagstone Rd.

Athol, ID. 83801

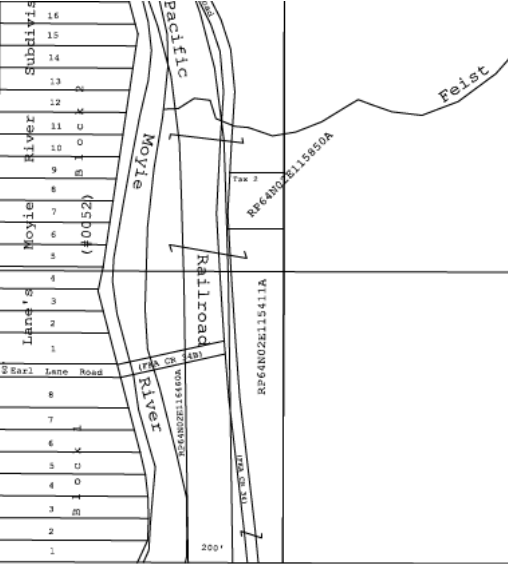
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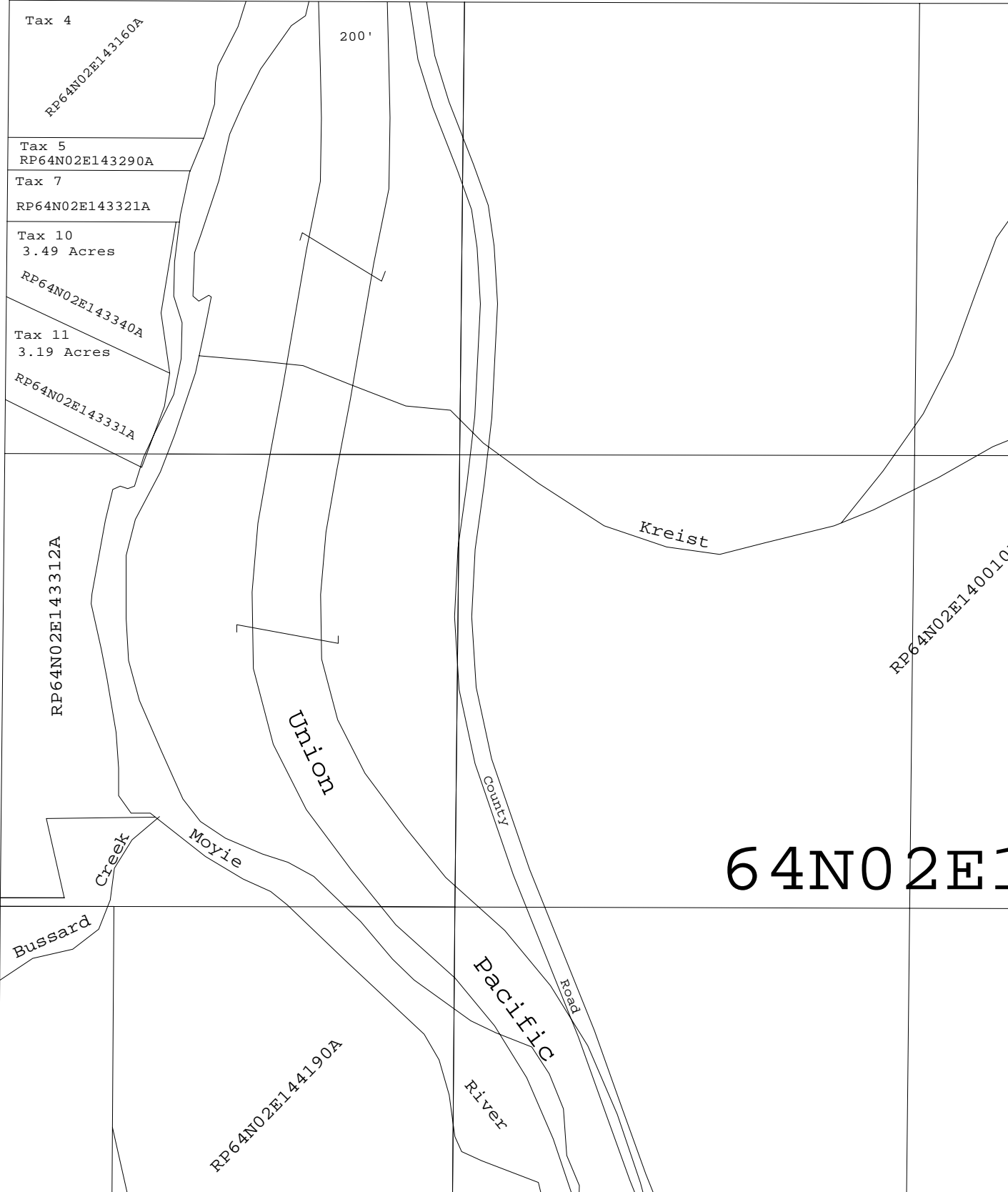
STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on Sept 24th, 2024 by Chris J. Ripatti as a member of RIPS Leisure, LLC, an Idaho limited liability company.



Cindy A. Espe
Signature of notary public
My commission expires: 12-28-27







County of Boundary

Bonniers Ferry, Idaho

RIGHT OF WAY DEED

I, the undersigned, Ronald Wiestling, grantor, for valuable consideration, receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the County of Boundary, the right of way and incidents thereto for a public road upon, over and across that certain real property, in the County of Boundary, State of Idaho, described as:

A portion of the West one-half of the Southwest one-quarter lying easterly of the Moyie River in Section 11, Township 64 North, Range 2 East, Boise Meridian, described as follows:

Commencing at a point on the West line of said Section 11, North $0^{\circ}02'$ West, 862.01 feet from the Southwest corner thereof; thence North $89^{\circ}52'$ East, 367.73 feet to the beginning of a curve concave to the South, said curve having a radius of 221.45 feet, a central angle of $10^{\circ}19'17''$, and a length of 39.89 feet; thence easterly along a tangent line South $79^{\circ}48'43''$ East, 24.31 feet to the beginning of a curve concave to the North, said curve having a radius of 320.00 feet, a central angle of $21^{\circ}14'22''$ and a length of 118.62 feet; thence easterly along a tangent line North $78^{\circ}56'55''$ East, 130 feet, more or less, to a point on the easterly bank of the Moyie River said point being the true point of beginning for a 50 feet wide right of way lying 25 feet on both sides of the following described centerline: Beginning at said point on the East bank of the Moyie River, thence continuing easterly along the prolongation of the above described tangent line North $78^{\circ}56'55''$ East, 20.00 feet to the beginning of a curve concave to the North, said curve having a radius of 320.00 feet, a central angle of $15^{\circ}00'00''$, and a length of 83.78 feet; thence northeasterly along a tangent line North $63^{\circ}56'55''$ East, 25.86 feet to the beginning of a curve concave to the South, said curve having a radius of 320.00 feet, a central angle of $15^{\circ}00'00''$, and a length of 83.78 feet; thence easterly along a tangent line North $78^{\circ}56'55''$ East, 157.48 feet, more or less, to the center

line of a County road as defined in Right of Way Deed No. 15808, as recorded in records of the County Recorder of the County of Boundary, excepting therefrom Spokane International Railroad Company rights of way.

Date this 2nd day of April 1979.

Ronald M. Westling
Neva Jean Westling

STATE OF IDAHO

COUNTY OF BOUNDARY

Subscribed and sworn to before me, a Notary Public, this 2nd day of April, 1979.

Bettye Douglas

NOTARY PUBLIC for the State of Idaho
Residing at Bonners Ferry, Idaho
My Commission expires June 30, 1980

STATE OF IDAHO
County of Boundary

SS 130168

Filed for record at the request of
County Commissioners
on the 14 day of May, 1977 at 9:50
o'clock AM, and recorded in Book 33
of Instrument on page 305
Bettye Douglas
County Recorder

By _____ Deputy

Fee \$ 0-

Mail to Jim Stachlows

RECEIVED
INDEXED
FILED
DELIVERED
NOTED

DEED RECORD

hold the same, unto the said Boundary County for the purposes of a public road forever.

IX WITNESS whereof we have hereunto set my hand and seal this sixth day of September 1927.

Charles G. Suthard (Seal)

Arthusia V. Suthard (Seal)

(Notarial Seal)

J. H. McNally
Notary Public for the State of Idaho.
Residing at Bonners Ferry, Idaho.
My commission expires Aug 1, 1931.

STATE OF IDAHO, }
County of Boundary. } ss.

On this 6th day of September in the year of 1927 before me, J. H. McNally a Notary Public in and for said County, personally appeared Charles G. Suthard and Arthusia V. Suthard his wife known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

J. H. McNally
Notary Public for the State of Idaho
Residing at Bonners Ferry, My commission expires Aug 1, 1931.

Filed for record at the request of Boundary County on the 13 day of Oct, 1927 at 11:05 o'clock A. M., and recorded in Book 14 of Deeds on page 439.

Dollie Bruce, County Recorder.

By Gertrude Hamren, Deputy

Fee \$ --

15808.

COMPALED

RIGHT OF WAY DEED.

KNOW ALL MEN BY THESE PRESENTS, That W. P. Mahoney and Harriet K. Mahoney, his wife, of Heggner, County of _____ State of Oregon, and W. D. Baxter and Ruth M. Baxter, his wife, of Los Angeles County of Los Angeles State of California, in consideration of the benefits and other valuable considerations, and the sum of one Dollar paid by the County of Boundary the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Boundary County, the following described parcel of land, situated in Boundary County, in the State of Idaho, to-wit:

A strip of land twenty-five feet wide on West side of the Southwest one quarter of Section 11, Township 64, North of Range Two East of B. M., also a strip of land fifty feet wide described as follows:

Beginning at a point 862.5 feet North of the Southwest corner of said Section 11; thence with the following meander as a center line, the width of said right of way being 25 feet on each side thereof, to-wit:

North 89° E. 575.5 feet; North 73° 57' E. 169 Feet; South 69° E. 199 Feet; North 85° 30' E. 168 Feet to intersect present County Road as surveyed, over and across the lands of said W. P. Mahoney and Harriet K. Mahoney, his wife, and W. D. Baxter and Ruth M. Baxter, his wife.

WE HAVE AND TO HOLD the same, unto the said Boundary County for the purpose of a public road forever.

DEED RECORD

IN WITNESS WHEREOF we have hereunto set our hands and seals this 14th day of Sept.
1927.

SIGNED AND SEALED IN THE PRESENCE OF:

W. E. Moore

W. F. Mahoney

R. F. Conigall

SIGNED AND SEALED IN THE PRESENCE OF:

R. F. Conigall.

W. E. Moore

Harriett K. Mahoney

(Seal)

Frank Bottom

W. D. Baxter

(Seal)

Gladys W. Guthrie

Ruth M. Baxter

(Seal)

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, } SS.

On this 1st day of Sept, in the year of 1927 before me, Frank Bottom a Notary Public in and for said County, personally appeared W. D. Baxter and Ruth M. Baxter known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they 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.

(Notarial Seal)

My commission expires September 12, 1928.

Frank Bottom
Notary Public
in and for the county of Los Angeles,
State of California

STATE OF OREGON, }
COUNTY OF MONROE, } SS.

On this 29th day of September in the year of 1927, before me, Rubina F. Conigall a Notary Public in and for said County, personally appeared W. F. Mahoney and Harriet K. Mahoney known to me to be the person whose name is subscribed to the within 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.

(Notarial Seal)

STATE OF IDAHO }
COUNTY OF BOUNDARY, } SS.

Rubina F. Conigall
Notary Public for Oregon.
My commission expires 8, 18-29.

Filed for record at the request of Boundary County on the 13th day of Oct 1927 at 11:00 o'clock A. M., and recorded in Book 14 of Deeds, on page 440.

Dollie Bruce, County Recorder.

By Gertrude Hansen, Deputy

Fee \$--

15849

DEED.

1876.

COMPARED

THIS INSTRUMENT, Made the fifteenth day of May in the year of our Lord one thousand nine hundred and three, between The Bonners Mercantile Co. (Inc), a corporation, of Bonners

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00° 10' E	67.25
L2	N 25° 43' 01" E	183.17
L3	N 05° 55' 48" E	79.00
L4	N 25° 08' 50" E	53.68
L5	N 18° 53' 17" E	116.1
L6	N 22° 17' 40" E	86.72
L7	N 01° 39' 37" E	139.94
L8	N 09° 38' 04" E	142.88
L9	N 26° 21' 18" E	66.31
L10	N 30° 15' 29" E	82.17
L11	N 21° 19' 32" E	114.03
L12	N 34° 13' 00" E	80.14
L13	N 24° 03' 51" E	113.93
L14	N 22° 10' 24" E	95.93
L15	N 23° 17' 12" E	65.47
L16	N 04° 09' 11" E	12.31
L17	N 25° 49' 01" E	183.17
L18	N 51° 01' 03" E	121.11
L19	N 10° 06' 32" E	55.64
L20	N 31° 20' 23" E	88.63
L21	N 45° 21' 20" E	100.05
L22	N 56° 34' 01" E	58.53
L23	N 56° 34' 01" E	106.91
L24	N 50° 43' 38" E	145.65
L25	N 56° 33' 17" E	66.19
L26	N 15° 56' 58" E	166.20
L27	N 15° 56' 58" E	166.20
L28	N 14° 01' 19" E	113.41
L29	N 02° 05' 49" E	103.98
L30	N 10° 28' 46" E	37.31
L31	N 23° 19' 44" E	32.82
L32	N 27° 06' 01" E	127.90
L33	N 25° 15' 46" E	79.31
L34	N 25° 08' 50" E	124.97
L35	N 06° 41' 38" E	49.04

BASIS OF BEARINGS

Hearings are based on the bearing of the line between the W 1/16 and CW 1/16 of Section 14 per Record of Survey, Book 1 of Surveys, Page 240, as Inst. No. 143575.

LEGEND

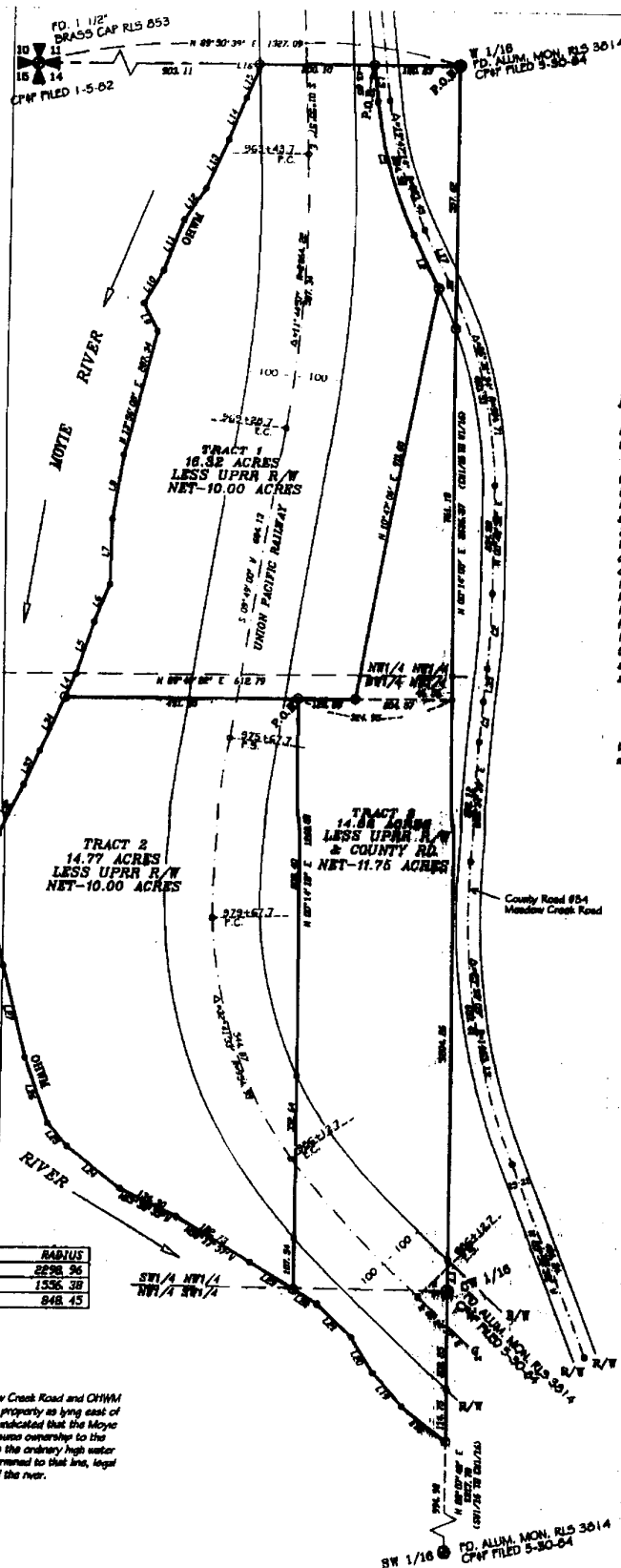
- Found corner evidence as noted
 - ⊙ Set 5/8" rebar / plastic cap - PLS 7877
 - Computed point - not set or bad
- ONWM Ordinary High Water Mark

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	84.92	02° 06' 59"	2298.96
C2	132.86	05° 53' 06"	1536.38
C3	293.01	19° 47' 14"	848.45

NOTE

Railroad computed from plans and field ties. Meadow Creek Road and OHWM computed from field ties. Earlier deeds refer to the property as lying east of the centering of the Moyns River. My research has indicated that the Moyns River is considered a navigable river which would presume ownership to the ordinary high water mark. Although this survey shows the ordinary high water mark as of August 20, 2002, and acreages are determined to that line, legal ownership may or may not extend to the centerlines of the river.

**PROPERTY DESCRIPTION**

A tract of land situated in the West Half, Fourteen (14), Township Sixty-four (64) North; more particularly described as follows:

[illegible]

LESS UPFR, right of way yielding a net 14'

The alignment of the river is defined as the line the river is subject to change due to natural forces. It may or may not represent the actual level of

PROPERTY DESCRIPTION

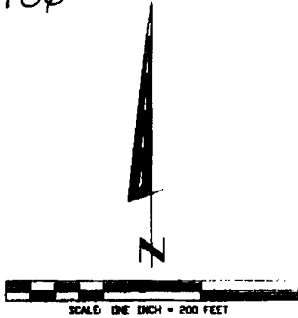
A tract of land situated in the West 11
Township, Sec. four (N4) North, Range 1:
particularly described as follows:

Beginning at the northeast corner of
of said W1/2 NW1/4, S 00°14'10" W,
Section 14, Thruwa, along the east line
intersection with the ordinary high water
2008; thence, leaving and past line
N 31°01'03" W, 121.11 feet; thence
feet; thence N 46°21'30" W, 100.05
ordinary high water line N 00°14'10" E
N (04°10'00" E) 100.00 feet to the
Mudgate Creek; thence, leaving, along
122.17 feet; thence, on a curve to the
feet, for an arc length of 383.01 feet
N 00°34'44" W, 100.00 feet to the north
east north line N 00°00'00" E, 100.23
14.53 feet.

LESS UPRR right of way and County R.

The alignment of the river is defined as:
the river is subject to change due to nat-
ure or may not represent the actual limit

208706



RECORD OF SURVEY IN THE **W1/2 W1/2 OF SECTION 14** **TOWNSHIP 64 NORTH, RANGE 2 EAST, B** **BOUNDARY COUNTY, IDAHO** FOR **JACK CHILDRESS**

PROPERTY DESCRIPTION TRACT 1

A tract of land situated in the West Half of the Northwest Quarter (NW1/4 NW1/4) of Section Fourteen (14), Township Sixty-four (64) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Beginning at a point which is the intersection of the north line of the NW1/4 of Section 14 and the westerly right of way of County Road No. 34, also known as the Meadow Creek Road, and point being N 69°30'33" E, 1146.86 feet from the Northwest corner of Section 14; thence, leaving said north line and along said right of way the following Three (3) courses: S 05°55'48" E, 79.00 feet; thence, on a curve to the left having a central angle of 18°47'14", a radius of 848.45 feet, for an arc length of 288.01 feet (chord = S 15°48'25" E, 281.56 feet); thence S 25°43'01" E, 123.17 feet; thence, leaving said right of way S 10°47'06" W, 911.80 feet; thence S 89°48'22" W, 612.79 feet to the ordinary high water mark of the Moyne River as it was found to exist August 20, 2002; thence, along said ordinary high water mark the following Fourteen (14) courses: N 25°05'50" E, 53.62 feet; thence N 18°53'17" E, 116.66 feet; thence N 28°17'40" E, 86.72 feet; thence N 01°39'37" E, 139.94 feet; thence N 09°36'04" E, 142.88 feet; thence N 13°56'08" E, 287.34 feet; thence N 26°21'18" W, 66.31 feet; thence N 30°15'38" E, 82.17 feet; thence N 21°19'32" E, 114.03 feet; thence N 34°13'00" E, 80.14 feet; thence N 24°03'51" E, 113.93 feet; thence N 32°10'24" E, 95.88 feet; thence N 39°17'12" E, 65.47 feet; thence N 04°09'11" E, 12.31 feet to the intersection with the north line of Section 14; thence, leaving said ordinary high water mark and along said north line N 69°30'33" E, 243.75 feet to the TRUE POINT OF BEGINNING, encompassing an area of 16.32 acres.

LESS UPFR right of way yielding a net 10.00 acres.

The alignment of the river is defined in this description for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined in this description may or may not represent the actual limit of title.

PROPERTY DESCRIPTION TRACT 3

A tract of land situated in the West Half of the West Half of the Northwest Quarter (NW1/2 NW1/4) of Section Fourteen (14), Township Sixty-four (64) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Beginning at the northeast corner of the W1/2 NW1/4 of Section 14; thence, along the east line of said W1/2 NW1/4, S 00°14'10" W, 2636.07 feet to the northeast corner of the W1/2 SW1/4 of Section 14; thence, along the east line of said W1/2 SW1/4, S 00°07'49" W, 322.80 feet to the intersection with the ordinary high water mark of the Moyne River as it was found to exist August 20, 2002; thence, leaving said point and along said ordinary high water mark the following Five (5) courses: N 51°01'03" W, 121.11 feet; thence N 40°06'32" W, 95.64 feet; thence N 31°20'23" W, 80.65 feet; thence N 46°21'20" W, 100.08 feet; thence N 58°34'01" W, 58.53 feet; thence, leaving said ordinary high water mark N 00°14'10" W, 1868.58 feet; thence N 89°48'22" E, 180.88 feet; thence N 10°47'06" E, 911.80 feet to the westerly right of way of County Road No. 34, also known as the Meadow Creek Road; thence, along said right of way the following Three (3) courses: N 25°43'01" W, 123.17 feet; thence, on a curve to the right having a central angle of 18°47'14", a radius of 848.45 feet, for an arc length of 288.01 feet (chord = N 15°48'25" W, 291.56 feet); thence N 09°36'04" W, 79.00 feet to the north line of Section 14; thence, leaving said right of way and along said north line N 69°30'33" E, 180.23 feet to the TRUE POINT OF BEGINNING, encompassing an area of 14.52 acres.

LESS UPFR right of way and County Road No. 34 right of way yielding a net 11.75 acres.

The alignment of the river is defined in this description for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined in this description may or may not represent the actual limit of title.

PROPERTY DESCRIPTION TRACT 2

A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Fourteen (14), Township Sixty-four (64) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the east line of the SW1/4 NW1/4 of Section 14 which is 100°14'10" W, 46.36 feet from the northeast corner of said SW1/4 NW1/4; thence, leaving said line S 89°48'22" W, 324.96 feet to the TRUE POINT OF BEGINNING; thence S 00°14'10" W, 1268.58 feet to the ordinary high water mark of the Moyne River as it was found to exist August 20, 2002; thence, along said ordinary high water mark the following Fourteen (14) courses: N 58°34'01" W, 108.91 feet; thence N 58°17'37" W, 182.73 feet; thence N 63°33'33" W, 134.30 feet; thence N 50°42'38" W, 145.62 feet; thence N 58°56'14" W, 66.19 feet; thence N 15°25'33" W, 1.1 feet; thence N 13°52'55" W, 196.40 feet; thence N 14°01'19" W, 113.41 feet; thence N 02°29'49" W, 103.58 feet; thence N 10°28'46" E, 37.31 feet; thence N 23°15'44" E, 52 feet; thence N 27°05'06" E, 127.90 feet; thence N 25°15'46" E, 79.31 feet; thence N 25°05'50" E, 124.97 feet; thence, leaving said ordinary high water mark N 89°48'22" E, 49 feet to the TRUE POINT OF BEGINNING, encompassing an area of 14.77 acres.

LESS UPFR right of way, yielding a net 10.00 acres.

The alignment of the river is defined in this description for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined in this description may or may not represent the actual limit of title.

SURVEYOR'S CERTIFICATION

I, John Daniel Marquette, Idaho Land Surveyor No. 7877, do hereby certify that the plat hereon is a true and correct representation of the survey made by me or under my direct supervision in conformance with the State of Idaho (Idaho Code 31-2705, 1975 and Idaho Code 31-2706) and accepted methods and procedures of 2008.

COUNTY RECORDER

This Record of Survey was filed for record in the office of the Recorder, Boundary County, Idaho, at the request of J.R.S. Surveyors, Inc., on the 21 day of DEC, 2002, at 11:00 P.M. and does not conflict with any other record of survey on file as instrument No. 208.

Diana M. Cartwright
County Recorder

C. Peters
Deputy Recorder

ADJACENT SURVEYS OF RECORD IN SEC. 14

Book 1 of Surveys, Page 111
Book 1 of Surveys, Page 240
Book 2 of Surveys, Page 166
Book 3 of Surveys, Page 11

J.R.S. SURVEY

P.O. BOX 3098 - 6

BONNERS FERRY, ID.

808-287-71

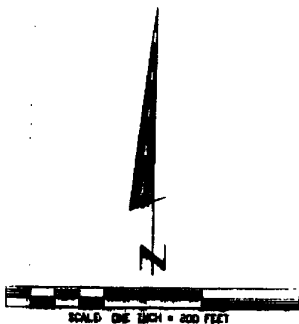
RECORD OF S

FOR JACK CHILDRESS

DWN BY JRM/MS

SEC. 14, T64N R2E, B.M.

BOUNDARY COUNTY, IDAHO



RECORD OF SURVEY
IN THE
W1/2 W1/2 OF SECTION 14
TOWNSHIP 64 NORTH, RANGE 2 EAST, B.M.
BOUNDARY COUNTY, IDAHO
FOR
JACK CHILDRESS

DESCRIPTION TRACT 1

Tract 1 is the West Half of the Northwest Quarter (NW1/4 NW1/4) of Section 14, Township 64 North, Range 2 East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

It is the representation of the north line of the NW1/4 NW1/4 of Section 14 and of County Road No. 34, also known as the Meadow Creek Road, and point of beginning at the Northwest corner of Section 14; thence, leaving said north line at a bearing of $05^{\circ}55'46''$ E, 79.00 feet; thence, on a curved line to the right having a central angle of $15^{\circ}47'14''$, a radius of 548.45 feet, for an arc length of 154.86 feet; thence S $25^{\circ}43'01''$ E, 125.17 feet; thence, S $15^{\circ}48'22''$ E, 511.40 feet; thence S $09^{\circ}46'22''$ E, 618.79 feet to the west line of the Meadow River as it was found to exist August 20, 2002; thence, along said west line of the Meadow River to the ordinary high water mark of the Meadow River as it was found to exist August 20, 2002; thence, along said ordinary high water mark the following Fourteen (14) courses: N $25^{\circ}03'50''$ E, 53.62 feet; thence N $28^{\circ}12'40''$ E, 86.72 feet; thence N $01^{\circ}53'37''$ E, 139.94 feet; thence N $13^{\circ}56'08''$ E, 287.34 feet; thence N $21^{\circ}19'32''$ E, 114.03 feet; thence N $20^{\circ}15'52''$ E, 82.17 feet; thence N $24^{\circ}08'51''$ E, 113.93 feet; thence N $02^{\circ}14'10''$ W, 100.05 feet; thence N $24^{\circ}08'51''$ E, 65.47 feet; thence N $04^{\circ}09'11''$ E, 12.31 feet to the north line of Section 14; thence, leaving said ordinary high water mark and the north line of Section 14; thence, leaving said ordinary high water mark and S $09^{\circ}50'38''$ E, 245.75 feet to the TRUE POINT OF BEGINNING, encompassing an area of 10.00 acres.

1 way yielding a net 10.00 acres.

The river is defined in this description for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined in this description may or may not represent the actual bank of the river.

PROPERTY DESCRIPTION TRACT 2

A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 14, Township 64 North, Range 2 East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Commencing at a point on the west line of the SW1/4 NW1/4 of Section 14 which is 100'14'10" W, 46.56 feet from the northeast corner of said SW1/4 NW1/4; thence, leaving said east line S $09^{\circ}46'22''$ W, 324.56 feet to the TRUE POINT OF BEGINNING; thence S $07^{\circ}14'10''$ W, 1260.58 feet to the ordinary high water mark of the Meadow River as it was found to exist August 20, 2002; thence, along said ordinary high water mark the following Fourteen (14) courses: N $50^{\circ}34'01''$ W, 108.31 feet; thence N $58^{\circ}17'37''$ W, 108.73 feet; thence N $63^{\circ}53'39''$ W, 134.30 feet; thence N $50^{\circ}42'38''$ W, 145.62 feet; thence N $38^{\circ}50'14''$ W, 66.19 feet; thence N $15^{\circ}25'39''$ W, 148.37 feet; thence N $13^{\circ}52'59''$ W, 196.40 feet; thence N $14^{\circ}01'19''$ W, 113.41 feet; thence N $02^{\circ}29'49''$ W, 109.98 feet; thence N $10^{\circ}28'46''$ E, 37.31 feet; thence N $23^{\circ}15'44''$ E, 32.02 feet; thence N $27^{\circ}09'00''$ E, 127.90 feet; thence N $25^{\circ}15'46''$ E, 79.31 feet; thence N $25^{\circ}03'50''$ E, 124.97 feet; thence, leaving said ordinary high water mark N $09^{\circ}46'22''$ E, 491.90 feet to the TRUE POINT OF BEGINNING, encompassing an area of 14.77 acres.

LESS 1/4000 right of way, yielding a net 10.00 acres.

The alignment of the river is defined in this description for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined in this description may or may not represent the actual bank of the river.

PROPERTY DESCRIPTION TRACT 3

Tract 3 is the West Half of the West Half (W1/2 W1/2) of Section 14, Township 64 North, Range 2 East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

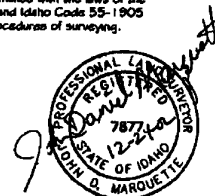
It is the representation of the north line of the W1/2 NW1/4 of Section 14; thence, along the east line of the NW1/4 NW1/4 of Section 14, S $07^{\circ}14'10''$ W, 2536.87 feet to the northeast corner of the W1/2 NW1/4 of Section 14; thence, along the east line of said W1/2 NW1/4, S $09^{\circ}46'22''$ W, 522.80 feet to the ordinary high water mark of the Meadow River as it was found to exist August 20, 2002; thence, along said ordinary high water mark the following Five (5) courses: N $12^{\circ}11'11''$ E, 121.11 feet; thence N $40^{\circ}06'52''$ W, 95.64 feet; thence N $31^{\circ}20'23''$ W, 88.65 feet; thence N $02^{\circ}12'20''$ W, 100.05 feet; thence N $58^{\circ}34'01''$ W, 58.53 feet; thence, leaving said ordinary high water mark and the north line of the NW1/4 NW1/4 of Section 14, S $07^{\circ}14'10''$ E, 1954.58 feet; thence N $09^{\circ}46'22''$ E, 130.88 feet; thence N $00^{\circ}14'10''$ W, 100.05 feet to the east line of County Road No. 34, also known as the Meadow Creek Road; thence, along said east line of County Road No. 34, S $09^{\circ}46'22''$ W, 291.56 feet; thence, on a curve to the right having a central angle of $15^{\circ}47'14''$, a radius of 548.45 feet, for an arc length of 154.86 feet; thence S $25^{\circ}43'01''$ E, 125.17 feet; thence, leaving said ordinary high water mark and the north line of Section 14; thence, leaving said ordinary high water mark and S $09^{\circ}50'38''$ E, 180.33 feet to the TRUE POINT OF BEGINNING, encompassing an area of 11.75 acres.

1/2 of way and County Road No. 34 right of way yielding a net 11.75 acres.

The river is defined in this description for the purpose of closure. The bank of the river is subject to change due to natural causes and the river boundary as defined in this description may or may not represent the actual bank of the river.

SURVEYOR'S CERTIFICATION

I, John Daniel Marquette, Idaho Land Surveyor No. 7677, do hereby certify that the plat hereon is a true and correct representation of a survey made by me or under my direct supervision in conformance with the laws of the State of Idaho (Idaho Code 31-2709, 1973 and Idaho Code 55-1905 through 1906) and accepted methods and procedures of surveying.



COUNTY RECORDER

This Record of Survey was filed for record in the office of the Recorder of Boundary County, Idaho, at the request of J.R.S. Surveying, Inc. this day of Dec., 2002, at 11:50 P.M. and duly recorded in Book 5 of Surveys, Page 24 as Instrument No. 208706

Diane M. Cartwright
County Recorder

C. Peterson
Deputy Recorder

**ADJACENT SURVEYS OF
RECORD IN SEC. 14**

Book 1 of Surveys, Page 1
Book 1 of Surveys, Page 240
Book 2 of Surveys, Page 166
Book 3 of Surveys, Page 11

J.R.S. SURVEYING, INC.	
P.O. BOX 9098 - 8478 MAIN ST.	
BONNERS FERRY, IDAHO 83805	
808-287-7555	
RECORD OF SURVEY	
FOR JACK CHILDRESS	ML
DWN BY: JDM/MS	08-85-8003
SEC. 14, T64N R2E, B.M.	SHEET 1 OF 1
BOUNDARY COUNTY, IDAHO	JOB #08-62

and forever quit claim unto the said party of the second part and to her heirs and assigns forever as her sole and separate property, all the right, title, interest, claim and demand of said party of the first part, of, in and to the following described real property, situate in the County of Boundary, State of Idaho, to-wit:

Lot Four (4) Block Seven (7) Park Addition to Bonners Ferry, Idaho

Together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold all and singular the above bargained premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever, together with the rents, issues and profits thereof, as and for her sole and separate property and to her sole and separate use.

In witness whereof, the party of the first part has hereunto set his hand and seal the day and year in this instrument first above written.

George W. Myers Jr. (Seal)

STATE OF IDAHO }
County of Boundary) SS

On this 1st day of April, 1947, before me, the undersigned, a Notary Public in and for said State, personally appeared George Myers, Jr., personally known to me to be the persons whose name is subscribed to the within 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.

(Notarial Seal)

J. Alfred May
Notary Public in and for said State
residing at Bonners Ferry, therein

STATE OF IDAHO }
County of Boundary) SS

Filed for record at the request of Sayie Myers on the 10th day of July 1947 at 9:35 o'clock A.M. and recorded in Book 24 of Deeds on page 560.

OWEN CRITCHFIELD, County Recorder

Fee \$1.00 H. M. Aldridge, Deputy

4 9 7 6 2

COMPARED

RIGHT OF WAY DEED

THIS INSTRUMENT, Made the 21st day of May 1947 between George McGlocklin and Lena McGlocklin, his wife ~~of Spokane, County of Spokane, State of Washington~~, parties of the first part, and the County of Boundary State of Idaho, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100-- Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, the following described piece or parcel of land, situated in the County of Boundary, State of Idaho, to-wit:

A strip of land 20 feet wide on each side of an parallel with center line of road survey, as surveyed, over and across the following described lands, to-wit:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 11 T 64 N. R. 2 E.

of Section--In Township--North, Range--B.M.

TO HAVE AND TO HOLD all and singular the said strip of land unto the said County of Boundary, its successors and assigns, for the purpose of a public highway forever.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and

and seals the day and year above written.

George McGlocklin (Seal)

Lena McGlocklin (Seal)

STATE OF IDAHO }
County of Boundary } SS

On this 21st day of May in the year 1947 before me Owen Critchfield a Notary Public in and for said County and State personally appeared George McGlocklin and Lena McGlocklin, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

(Notarial Seal)

OWEN CRITCHFIELD
Notary Public for the State of Idaho
Residing at Bonners Ferry, Idaho
My commission expires Aug. 10, 1947

Filed for record at the request of Boundary County on the 21st day of July 1947 at 11:10 O'clock A.M. and recorded in Book 24 of Deeds on page 561.

OWEN CRITCHFIELD, County Recorder

By H. M. Aldridge, Deputy

49770

RIGHT OF WAY DEED

COMPARED

THIS INDENTURE, Made the 21st day of May 1947 between George McGlocklin and Lena McGlocklin, his wife of Spokane, County of Spokane, State of Washington parties of the first part, and the County of Boundary, State of Idaho, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of --Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, the following described piece or parcel of land, situated in the County of Boundary, State of Idaho, to-wit:

A strip of land 20 feet wide on each side of and parallel with center line of road survey as surveyed, over and across the following described lands, to-wit:

NW1/4 Sec. 11 Township 64 N.R. 2 E.
of Section--in Township--North, Range -- E.M.

TO HAVE AND TO HOLD AIL AND singular the said strip of land unto the said County of Boundary, its successors and assigns, for the purpose of a public highway forever.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year above written.

George McGlocklin (Seal)

Lena McGlocklin (Seal)

STATE OF IDAHO }
County of Boundary } SS.

On this 21 day of May in the year 1947 before me Owen Critchfield a Notary Public in and for said County and State, personally appeared George McGlocklin and Lena McGlocklin, his wife known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

(Notarial Seal)

Owen Critchfield,
Notary Public for the State of Idaho
residing at Bonners Ferry, Idaho
My Commission expires Aug. 10 1947



100 Wallace Avenue
Coeur d Alene, ID 83814

STATE OF IDAHO }
County of Boundary }

Filed by: Pioneer Title Kootenai County
on 10/09/2020 at 03:44 PM
Glenda Poston
County Recorder *C. Grainger*
By Deputy

Fees: \$ 45.00
E-Recording
Recording Number: 283747

File No. 729905 MF/

DEED OF TRUST

THIS DEED OF TRUST, Made September 26, 2020 between Rips Leisure LLC, an Idaho Limited Liability Company herein called GRANTOR, whose address is 83858
1451 N. Reflection Rd Rathdrum ID, Pioneer Title Company of Kootenai County, Inc., herein called TRUSTEE; and Equity Trust Company, Present Custodian for A. Jack Childress, Jr. IRA whose mailing address is 17
1 Equity Way, Westlake OH 44145, 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 Boundary, State of Idaho, described as follows:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

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.

See Exhibit "A" attached hereto and made a part thereof

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 \$134,900.00 One Hundred Thirty Four Thousand Nine Hundred Dollars and No Cents final payment due September 30, 2035, 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.

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.

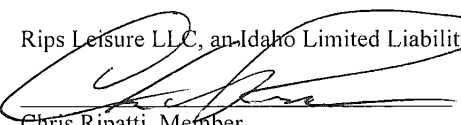
(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, 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

Rips Leisure LLC, an Idaho Limited Liability Company

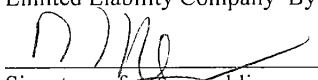
hereunder be mailed to the Grantor at his address herein before set forth.

Rips Leisure LLC, an Idaho Limited Liability Company


Chris Ripatti, Member

State of Idaho, County of Kootenai

This record was acknowledged before me on Sept 30, 2020 by Rips Leisure LLC, an Idaho Limited Liability Company By Chris Ripatti, member


Signature of notary public

Commission Expires: 11-9-22

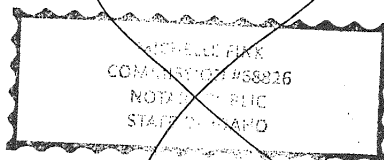


Exhibit "A"

Real property in the County of Boundary, State of Idaho, described as follows:

PARCEL 1:

All that part of the West Half of the Southwest Quarter of Section 11, Township 64 North, Range 2 East, Boise Meridian, Boundary County, Idaho, lying West of the Spokane International Railway right of way and East of the Moyie River and South of the right of way easement more particularly described as follows:

Commencing at a point on the West line of Section 11, Township 64 North, Range 2 East, Boise Meridian, Boundary County, Idaho, N0°02'W, 862.01 feet from the Southwest corner of said Section 11; thence N89°52'E, 367.73 feet to the beginning of a curve concave to the South, said curve having a radius of 221.45 feet, a central angle of 10°19'17", and a length of 39.89 feet; thence Easterly along a tangent line S79°48'43"E, 24.31 feet to the beginning of a curve concave to the North, said curve having a radius of 320.00 feet, a central angle of 21°14'22" and a length of 118.62 feet; thence Easterly along a tangent line N78°56'55" East, 130 feet, more or less, to a point on the Easterly bank of the Moyie River said point being the TRUE POINT OF BEGINNING for a 50 foot wide right of way lying 25 feet on both sides of the following described centerline; beginning at a point on the East bank of the Moyie River, thence continuing Easterly along the prolongation of the above described tangent line, N78°56'55"E, 20.00 feet to the beginning of a curve concave to the North, said curve having a radius of 320.00 feet, a central angle of 15°00'00", and a length of 83.78 feet; thence Northeasterly along a tangent line N63°56'55"E, 25.86 feet to the beginning of a curve concave to the South, said curve having a radius of 320.00 feet, a central angle of 15°00'00", and a length of 83.78 feet; thence Easterly along a tangent line N78°56'55"E, 157.48 feet, more or less, to the center line of a County Road as defined in Right of Way Deed, Instrument No. 15808, as recorded in records of the County Recorder of the County of Boundary, excepting therefrom Spokane International Railroad Company rights of way.

PARCEL 2:

A tract of land situated in the Southwest Quarter of the Northwest Quarter (S W1/4 NW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Fourteen (14), Township Sixty-Four (64) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the east line of the SW1/4 NW1/4 of Section 14 which is S 00°14'10" W, 46.56 feet from the northeast corner of said SW1/4 NW1/4; thence leaving said east line S 89°48'22" W, 324.96 feet to the TRUE POINT OF BEGINNING; THENCE S 00°14'10" W, 1268.58 feet to the ordinary high water mark of the Moyie River as it was found to exist August 20, 2002; thence along said ordinary high water mark following Fourteen courses: N 58°34'01" W, 108.91 feet; thence N 58°17'37" W, 182.73 feet; thence N 63°33'13" W, 134.30 feet; thence N 50°42'38" W, 145.62 feet; thence N 38°58'14" W, 66.19 feet; thence N 19°25'39" W, 148.97 feet; thence N 13°52'55" W, 196.40 feet; thence N 14°01'19" W, 113.41 feet; thence N 02°29'49" W, 103.98 feet; thence N 10°28'46" E, 37.31 feet; thence N 23°15'44" E, 32.82 feet; thence N 27°09'06" E, 127.90 feet; thence N

25°15 '46 " E, 79.31 feet; thence N 25°05 '50" E, 124.97 feet; thence, leaving said ordinary high water mark N 89°48 '22 " E, 491.90 feet to the TRUE POINT OF BEGINNING. AKA Tax 14

LESS UPRR right of way.

PARCEL 3:

A tract of land situated in the West Half of the Northwest Quarter (W1/2 NW1/4) of Section Fourteen (14), Township Sixty-Four (64) North, Rang Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows;

Beginning at a point which is the intersection of the north line of the NW1/4 of Section 14 and the westerly right of way of the Moyie River Road, (FKA) County Road No. 34, said point being N 89°50'39" E, 1146.86 feet from the Northwest corner of Section 14; thence, leaving said north line and along said right of way the following Three (3) courses: S 05°55'48" E, 79. 00 feet; thence, on a curve to the left having a central angle of 19°47'14", a radius of 848.45 feet, for an arc length of 293.01 feet (chord = S 15°49'25 " E, 291.56 feet); thence S 25°43'01 " E, 123.17 feet; thence, leaving said right of way S 10°47'06 " W, 911. 60 feet; thence S 89°48 '22 " W, 612.79 feet to the ordinary high water mark of the Moyie River as it was found to exist August 20, 2002; thence along said ordinary high water mark the following Fourteen (14) courses; N 25°05 '50" E, 53.62 feet; thence N 18°53 '17" E, 116.66 feet; thence N 22°17'40" E, 86.72 feet; thence N 01°39 '37" E, 139.94 feet; thence N 09°38 '04 " E, 142.88 feet; thence N 13°56 '08" E, 287.34 feet; thence N 26°21 '18" W, 66.31 feet thence N 30°15 '29" E 82.17 feet ; thence N 21°19' 32" E, 114.03 feet; thence N 34°13 '00" E, 80.14 feet; thence N 24°03 '51 " E, 113.93 feet, thence N22°10'24" E, 95.93 feet, thence N 23°17'12" E, 65.47 feet; thence N 04°09 '11 " E, 12.31 feet to the intersection with the north line of Section 14; thence, leaving said ordinary high water mark and along said north line N 89°50 '39" E, 243. 74 feet to the TRUE POINT OF BEGINNING. AKA Tax 13

LESS UPRR right of way.

PARCEL 4:

A tract of land situated in the West Half of the West Half (W 1/2 W1/2) of Section Fourteen (14), Township Sixty-Four (64) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Beginning at the northeast corner of the W1/2 NW1/4 of Section 14; thence, along the east line of said W1/2 NW1/4, S 00°14 '10" W, 2636.87 feet to the northeast corner of the W1/2 SW1/4 of Section 14, thence along the east line of said W1/2 SW1/4, S 00°07'48" W, 322. 80 feet to the intersection with the ordinary high water mark of the Moyie River as it was found to exist August 20, 2002; thence, leaving said east line and along said ordinary high water mark the following Six (6) courses: N 51°01 '03 " W, 13.62 feet; thence N 51°01 '03" W, 107.49 feet; thence N 40°06 '52 " W, 95.64 feet; thence N 31°20 '23 " W, 88.65 feet; thence N 46°21 '20" W, 100.05 feet; thence N 58°34 '01 " W, 58.53 feet; thence, leaving said ordinary high watermark N 00°14'10" E, 1268.58 feet; thence N 89°48 '22 " E, 120.88 feet;

thence N 10°47'06" E, 911.60 feet to the westerly right of way of the Moyie River Road, (FKA), County Road No. 34, thence along said right of way the following Three (3) courses: N 25°43 '01 " W, 123.17 feet; thence, on a curve to the right having a central angle of 19°47'14 " , a radius of 848.45 feet, for an arc length of 293.01 feet (chord = N 15°49 '25 " W, 291.56 feet); thence N 05°55 '48" W, 79. 00 feet to the north line of Section 14; thence, leaving said right of way and along said north line N 89°50 '39 " E, 180.23 feet to the TRUE POINT OF BEGINNING. AKA Tax 15

LESS UPRR right of way.

ALSO LESS Moyie River Road, (FKA) County Road 34 right of way.

298172

Quitclaim Deed
(Boundary Line Adjustment)

WHEREAS, RIPS LEISURE, LLC, an Idaho limited liability company (hereafter the "Grantor"), is the record owner of four (4) existing parcels of real property located in Boundary County, Idaho, and legally described in that certain **Warranty Deed** recorded on October 9, 2020 as Boundary County Instrument No. 283746; and

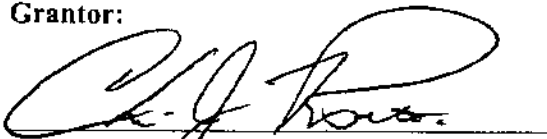
WHEREAS, the Grantor desires to adjust the common boundaries among the above-described parcels without creating any additional parcel in compliance with the Parcel Line Adjustment provisions in Section 20.4. of the Boundary County Zoning Ordinance now in effect, and as permitted under a Boundary County Administrative Development Permit (File #23-0158) issued on March 26, 2023.

NOW, THEREFORE, for good and valuable consideration received, the Grantor does hereby grant, assign, convey, release and quitclaim unto RIPS LEISURE, LLC, an Idaho limited liability company with a mailing address of 25736 N. Clagstone Road, Athol, ID 83801 (hereafter the "Grantee"), and to the Grantee's successors and assigns forever, all right, title and interest in the four (4) adjusted parcels of real property legally re-described in **Exhibits A, B, C and D**, all attached and incorporated herein.

This instrument is recorded for boundary line adjustment purposes only and does not create any additional buildable lot or parcel.

Dated this 24th day of September, 2024.

Grantor:



RIPS Leisure, LLC

By: Chris J. Ripatti, Member

STATE OF IDAHO }
County of Boundary }
Filed by: Glenda Poston SS
on 9-25-2024 at 8:10
Glenda Poston C. Graving
County Recorder By Deputy
Fee \$ 15.00 PO
Mail to 25736 N. Clagstone Rd.
Athol ID. 83801

298172

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on Sept 24th, 2024 by Chris J. Ripatti as a Member of RIPS Leisure, LLC, an Idaho limited liability company.



Cindy A. Espe
Signature of notary public
My commission expires: 12-28-27



Advanced Technology Surveying & Engineering

EXHIBIT A

PARCEL 1 LEGAL DESCRIPTION FOR BOUNDARY LINE ADJUSTMENT

A PARCEL OF LAND SITUATE IN A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 64 NORTH, RANGE 02 EAST OF THE BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO, LAYING WEST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT-OF-WAY AND EAST OF THE MOYIE RIVER AND SOUTH OF THE EARL LANE ROAD RIGHT-OF-WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, NORTH 00°24'01" EAST, 739.92 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 79°52'19" EAST, 722.58 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY BANK OF THE MOYIE RIVER AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EARL LANE ROAD (HAVING A HALF WIDTH OF 25.0 FEET) AND BEING THE TRUE **POINT-OF-BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 79°52'19" EAST, 164.18 FEET TO THE INTERSECTION WITH THE WESTERLY RAILROAD RIGHT-OF-WAY;

THENCE ALONG SAID WESTERLY RAILROAD RIGHT-OF-WAY, SOUTH 01°35'35" EAST, 493.66 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 88°24'25" WEST, 31.64 FEET MORE OR LESS TO A POINT ON THE EASTERLY ORDINARY HIGH-WATER MARK OF THE MOYIE RIVER AS IT WAS FOUND TO EXIST AUGUST 20, 2002;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK GENERALLY AS FOLLOWS:

NORTH 06°10'31" WEST, 62.32 FEET;

NORTH 13°59'48" WEST, 59.59 FEET;

NORTH 19°15'21" WEST, 169.26 FEET;

NORTH 20°35'27" WEST, 111.40 FEET;

NORTH 18°41'06" WEST, 86.17 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 1.000 ACRE OR 43,569 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.



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EXHIBIT B

PARCEL 2 LEGAL DESCRIPTION FOR BOUNDARY LINE ADJUSTMENT

A PARCEL OF LAND SITUATE IN PORTIONS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 64 NORTH, RANGE 02 EAST OF THE BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/16th CORNER COMMON TO SAID SECTIONS 11 AND 14, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 11 BEARS NORTH 89°49'00" WEST, 1326.94 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 00°33'59" WEST, 949.64 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 68°41'25" WEST, 326.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE SPOKANE INTERNATIONAL RAILROAD;

THENCE, SOUTH 43°42'42" WEST, 362.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID SPOKANE INTERNATIONAL RAILROAD;

THENCE, NORTH 79°49'17" WEST, 238.02 FEET MORE OR LESS TO A POINT ON THE EASTERLY ORDINARY HIGH-WATER MARK OF THE MOYIE RIVER;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK GENERALLY AS FOLLOWS:

NORTH 20°54'59" EAST, 174.78 FEET;
NORTH 01°52'10" WEST, 140.33 FEET;
NORTH 14°01'23" EAST, 330.03 FEET;
NORTH 14°16'28" EAST, 101.73 FEET;
NORTH 52°18'30" WEST, 32.67 FEET;
NORTH 23°30'43" EAST, 218.65 FEET;
NORTH 25°25'58" EAST, 90.60 FEET;
NORTH 19°40'32" EAST, 102.78 FEET;
NORTH 18°13'42" EAST, 70.73 FEET;
NORTH 38°33'47" EAST, 31.98 FEET;
NORTH 02°52'18" EAST, 75.85 FEET;
NORTH 01°45'15" WEST, 76.62 FEET;
NORTH 00°42'08" WEST, 71.67 FEET;
NORTH 01°27'50" WEST, 224.67 FEET;
NORTH 06°10'31" WEST, 31.61 FEET;

THENCE LEAVING SAID HIGH-WATER MARK NORTH 88°24'25" EAST, 31.64 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID SPOKANE INTERNATIONAL RAILROAD;

THENCE, SOUTH 27°30'29" EAST, 457.63 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF SAID SPOKANE INTERNATIONAL RAILROAD AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 11;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°49'00" EAST, 223.74 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 10.607 ACRES OR 462,079 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

Z:\Proj\23-000\23-009\survey\BLA LEGAL DESCRIPTIONS\PARCEL 2.doc

298172



Advanced Technology Surveying & Engineering

EXHIBIT C

PARCEL 3 LEGAL DESCRIPTION FOR BOUNDARY LINE ADJUSTMENT

A PARCEL OF LAND SITUATE IN PORTIONS OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 64 NORTH, RANGE 02 EAST OF THE BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO, LAYING EAST OF THE EASTERLY BANK OF THE MOYIE RIVER AND WEST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-WEST 1/16th CORNER OF SAID SECTION 14, FROM WHICH THE WEST QUARTER CORNER BEARS NORTH 89°53'29" WEST, 1326.50 FEET; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, SOUTH 00°27'12" WEST, 206.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID RAILROAD AND BEING THE TRUE *POINT-OF-BEGINNING*.

THENCE CONTINUING ALONG SAID EAST SECTIONAL LINE, SOUTH 00°27'12" WEST, 116.71 FEET MORE OR LESS TO A POINT ON THE ORDINARY HIGH-WATER MARK OF THE MOYIE RIVER;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK GENERALLY AS FOLLOWS:

NORTH 50°41'14" WEST, 121.16 FEET;
NORTH 39°47'03" WEST, 95.64 FEET;
NORTH 31°00'34" WEST, 88.65 FEET;
NORTH 46°01'31" WEST, 100.05 FEET;
NORTH 58°14'12" WEST, 167.44 FEET;
NORTH 57°57'48" WEST, 182.73 FEET;
NORTH 63°13'24" WEST, 134.30 FEET;
NORTH 50°22'49" WEST, 145.62 FEET;
NORTH 38°38'25" WEST, 66.19 FEET;
NORTH 19°05'50" WEST, 148.97 FEET;
NORTH 13°33'06" WEST, 196.40 FEET;
NORTH 13°41'30" WEST, 113.41 FEET;
NORTH 02°10'00" WEST, 103.98 FEET;
NORTH 10°48'35" EAST, 37.31 FEET;
NORTH 23°35'33" EAST, 32.82 FEET;
NORTH 27°28'55" EAST, 127.90 FEET;
NORTH 25°35'35" EAST, 79.31 FEET;
NORTH 25°23'46" EAST, 178.66 FEET;
NORTH 19°13'37" EAST, 28.53 FEET;

THENCE LEAVING SAID HIGH-WATER MARK, SOUTH 79°49'17" EAST, 238.02 FEET TO A POINT ON SAID WESTERLY RAILROAD RIGHT-OF-WAY;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY AS FOLLOWS:

SOUTH 10°10'43" WEST, 99.91 FEET TO THE POINT OF TANGENT SPIRAL TO THE LEFT;
SOUTHERLY ALONG A SPIRAL CURVE HAVING A CHORD BEARING, SOUTH 06°04'11" WEST, 420.32 FEET TO THE POINT OF SPIRAL TO CURVE;
SOUTHERLY, 602.11 FEET ALONG SAID CURVE HAVING RADIUS POINT BEARING NORTH 88°09'38" EAST, 1054.93 FEET, A CENTRAL ANGLE OF 32°42'08" AND A CHORD BEARING SOUTH 18°11'26" EAST, 593.97 FEET TO THE POINT OF CURVE TO SPIRAL;
SOUTH 42°27'03" EAST, 420.32 FEET TO THE POINT OF TANGENCY;
SOUTH 46°33'11" EAST, 177.70 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 10.003 ACRES OR 435,727 SQUARE FEET, MORE OR LESS;

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

298172

● Page 2

July 7, 2023

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND
IN VIEW



Advanced Technology Surveying & Engineering

EXHIBIT D

PARCEL 4 LEGAL DESCRIPTION FOR BOUNDARY LINE ADJUSTMENT

A PARCEL OF LAND SITUATE IN A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 64 NORTH, RANGE 02 EAST OF THE BOISE MERIDIAN, BOUNDARY COUNTY, IDAHO, LAYING EAST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-WEST 1/16th CORNER OF SAID SECTION 14, FROM WHICH THE WEST QUARTER CORNER BEARS NORTH 89°53'29" WEST, 1326.50 FEET; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 00°33'59" EAST, 67.22 FEET TO A POINT ON THE EASTERLY RAILROAD RIGHT-OF-WAY AND BEING THE TRUE **POINT-OF-BEGINNING**.

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY AS FOLLOWS:

NORTHWESTERLY ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING, NORTH 42°34'45" WEST, 369.57 FEET TO THE POINT OF SPIRAL TO CURVE;

NORTHERLY, 488.70 FEET ALONG SAID CURVE HAVING A RADIUS POINT BEARING NORTH 55°26'01" EAST, 854.93 FEET, A CENTRAL ANGLE OF 32°45'05" AND A CHORD BEARING NORTH 18°11'26" WEST, 482.07 FEET TO THE POINT OF CURVE TO SPIRAL;

NORTHERLY ALONG A SPIRAL CURVE HAVING A CHORD BEARING NORTH 06°17'17" EAST, 378.12 FEET TO THE POINT OF TANGENCY;

NORTH 10°10'43" EAST, 401.68 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 68°41'25" EAST, 326.48 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE ALONG SAID EAST LINE, SOUTH 00°33'59" WEST, 1620.04 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 11.452 ACRES OR 498,848 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

10/15/24

TAX MASTER INQUIRY - BOUNDARY COUNTY

PMPKEY: RP 64N02E143015 A YEAR 2023

BILL# 2310366

TXPKEY: RP64N02E143015A

BILLED TO: RIPS LEISURE LLC

NAME RIPS LEISURE LLC

CODE AREA 4-0000 ACCT TYP

BANK FLB OWNER PUP

ADDRESS 25736 N CLAGSTONE ROAD

MARKET VALUE 217,210

HARDSHIP

HOMEOWNER

ATHOL ID 83801

NET MARKET 217,210

TAX AMOUNT 788.54

LEGAL TAX 15 LESS RR & CO RD R/W

LESS: PTR/HTR/ATR 8.62

SEC 14 T64N R2E

PLUS: SPECIALS 8.56

NET TAX BILLED 788.48

TAX PAYMENTS

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE 788.48

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2023

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F4=TAX COMMENTS

F22=PTR/HTR/ATR

10/15/24

TAX MASTER INQUIRY - BOUNDARY COUNTY

PMPKEY: RP 64N02E143014 A YEAR 2023

BILL# 2310365

TXPKEY: RP64N02E143014A

BILLED TO: RIPS LEISURE LLC

NAME RIPS LEISURE LLC

CODE AREA 4-0000 ACCT TYP

BANK FLB OWNER PUP

ADDRESS 25736 N CLAGSTONE ROAD

MARKET VALUE 211,040

HARDSHIP

HOMEOWNER

ATHOL ID 83801

NET MARKET 211,040

TAX AMOUNT 766.14

LEGAL TAX 14 LESS RR R/W

LESS: PTR/HTR/ATR 8.38

SEC 14 T64N R2E

PLUS: SPECIALS 7.30

NET TAX BILLED 765.06

TAX PAYMENTS

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE 765.06

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2023

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F4=TAX COMMENTS

F22=PTR/HTR/ATR

10/15/24

TAX MASTER INQUIRY - BOUNDARY COUNTY

PMPKEY: RP 64N02E143012 A YEAR 2023

BILL# 2310364

TXPKEY: RP64N02E143012A

BILLED TO: RIPS LEISURE LLC

NAME RIPS LEISURE LLC

CODE AREA 4-0000 ACCT TYP

BANK FLB OWNER PUP

ADDRESS 25736 N CLAGSTONE ROAD

MARKET VALUE 204,380

HARDSHIP

HOMEOWNER

ATHOL ID 83801

NET MARKET 204,380

TAX AMOUNT 741.96

LEGAL TAX 13 LESS RR R/W

LESS: PTR/HTR/ATR 8.12

SEC 14 T64N R2E

PLUS: SPECIALS 7.30

NET TAX BILLED 741.14

TAX PAYMENTS

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE 741.14

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2023

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F4=TAX COMMENTS

F22=PTR/HTR/ATR

10/15/24

TAX MASTER INQUIRY - BOUNDARY COUNTY

PMPKEY: RP 64N02E116460 A YEAR 2023

BILL# 2310361

TXPKEY: RP64N02E116460A

BILLED TO: RIPS LEISURE LLC

NAME RIPS LEISURE LLC

CODE AREA 4-0000 ACCT TYP

BANK FLB OWNER PUP

ADDRESS 25736 N CLAGSTONE ROAD

MARKET VALUE 46,710

HARDSHIP

HOMEOWNER

ATHOL ID 83801

NET MARKET 46,710

TAX AMOUNT 169.54

LEGAL TAX 1

LESS: PTR/HTR/ATR 1.84

SEC 11 T64N R2E

PLUS: SPECIALS

NET TAX BILLED 167.70

TAX PAYMENTS

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE 167.70

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2023

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F4=TAX COMMENTS

F22=PTR/HTR/ATR

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
414 Church Street, Suite 200, Sandpoint, ID 83864
Title Officer: Sharon Dallmann
Phone: (208)263-6833
FAX: (208)263-5890



*First American Title*TM

Form 5010500 (7-1-14)

Guarantee Number: 501055-1161364

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1161364-S

Subdivision or Proposed Subdivision: Rips Leisure parcels - Moyie River

Order No.: 1161364-S

Reference No.:

Fee: \$300.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Advanced Technology Surveying, ATS

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH BOUNDARY COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

Parcel 1:

A parcel of land situate in a portion of the West Half of the Southwest Quarter of Section 11, Township 64 North, Range 02 East of the Boise Meridian, Boundary County, Idaho, laying West of the Spokane International Railroad right-of-way and East of the Moyie River and South of the Earl Lane Road right-of-way more particularly described as follows:

Commencing at a point on the West line of the Southwest quarter of said Section, North 00°24'01" East, 739.92 feet from the Southwest corner of said Section 11; thence North 79°52'19" East, 722.58 feet to the point of intersection of the Easterly bank of the Moyie River and the Southerly right-of-way line of Earl Lane Road (having a half width of 25.0 feet) and being the True Point-of-Beginning;

Thence along said Southerly right-of-way, North 79°52'19" East, 164.18 feet to the intersection with the Westerly railroad right-of-way;

Thence along said Westerly railroad right-of-way, South 01°35'35" East, 493.66 feet;

Thence leaving said right-of-way, South 88°24'25" West, 31.64 feet more or less to a point on the Easterly ordinary high-water mark of the Moyie River as it was found to exist August 20, 2002;

Thence along said Easterly ordinary high-water mark generally as follows:

North 06°10'31" West, 62.32 feet;

North 13°59'48" West, 59.59 feet;

North 19°15'21" West, 169.26 feet;

North 20°35'27" West, 111.40 feet;

North 18°41'06" West, 86.17 feet returning to the Point-of-Beginning.

Parcel 2:

A parcel of land situate in portions of the West Half of the Southwest quarter of Section 11 and the West Half of the Northwest quarter of Section 14, Township 64 North, Range 02 East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Beginning at the West 1/16th corner common to said Sections 11 and 14, from which the Southwest corner of said Section 11 bears North 89°49'00" West, 1326.94 feet;

Thence along the East line of the Northwest quarter of the Northwest quarter of said Section 14, South 00°33'59" West, 949.64 feet;

Thence leaving said East line, South 68°41'25" West, 326.48 feet to a point on the Easterly right-of-way of the Spokane International Railroad;

Thence, South 43°42'42" West, 362.05 feet to a point on the Westerly right-of-way of said Spokane International Railroad;

Thence, North 79°49'47" West, 238.02 feet more or less to a point on the Easterly ordinary high-water mark of the Moyie River;

Thence along said Easterly ordinary high-water mark generally as follows:

North 20°54'59" East, 174.78 feet;

North 01°52'10" West, 140.33 feet;

North 14°01'23" East, 330.03 feet;

North 14°16'28" East, 101.73 feet;

North 52°18'30" West, 32.67 feet;

North 23°30'43" East, 218.65 feet;

North 25°25'58" East, 90.60 feet;

North 19°40'32" East, 102.78 feet;

North 18°13'42" East, 70.73 feet;

North 38°33'47" East, 31.98 feet;

North 02°52'18" East, 75.85 feet;

North 01°45'15" West, 76.62 feet;

North 00°42'08" West, 71.67 feet;

North 01°27'50" West, 224.67 feet;

North 06°10'31" West, 31.61 feet;

Thence leaving said high-water mark North 88°24'25" East, 31.64 feet to a point on the Westerly right-of-way of said Spokane International Railroad;

Thence, South 27°30'29" East, 457.63 feet to the point of intersection of the Easterly right-of-way of said Spokane International Railroad and the South line of said Southwest quarter of Section 11;

Thence along said South line, South 89°49'00" East, 223.74 feet returning to the Point-of-Beginning.

Less UPRR right of way.

Also Less Moyie River Road, FKA County Road 34 right of way.

Parcel 3:

A parcel of land situate in portions of the West half of the Northwest quarter and the West half of the Southwest quarter of Section 14, Township 64 North, Range 02 East of the Boise Meridian, Boundary County, Idaho, laying East of the Easterly bank of the Moyie River and West of the Spokane International Railroad right-of-way; more particularly described as follows:

Commencing at the center-west 1/16th corner of said Section 14, from which the West quarter corner bears North 89°53'29" West, 1326.50 feet; thence along the East line of the Northwest quarter of the Southwest quarter of said Section 14, South 00°27'12" West, 206.09 feet to a point on the Westerly right-of-way of said railroad and being the true Point-of-Beginning.

Thence continuing along said East sectional line, South 00°27'12" West, 116.71 feet more or less to a point on the ordinary high-water mark of the Moyie River;

Thence along said Easterly ordinary high-water mark generally as follows:

North 50°41'14" West, 121.16 feet;
North 39°47'03" West, 95.64 feet;
North 31°00'34" West, 88.65 feet;
North 46°01'31" West, 100.05 feet;
North 58°14'12" West, 167.44 feet;
North 57°57'48" West, 182.73 feet;
North 63°13'24" West, 134.30 feet;
North 50°22'49" West, 145.62 feet;
North 38°38'25" West, 66.19 feet;
North 19°05'50" West, 148.97 feet;
North 13°33'06" West, 196.40 feet;
North 13°41'30" West, 113.41 feet;
North 02°10'00" West, 103.98 feet;
North 10°48'35" East, 37.31 feet;
North 23°35'33" East, 32.82 feet;
North 27°28'55" East, 127.90 feet;
North 25°35'35" East, 79.31 feet;
North 25°23'46" East, 178.66 feet;
North 19°13'37" East, 28.53 feet;

Thence leaving said high-water mark, South 79°49'17" East, 238.02 feet to a point on said Westerly railroad right-of-way;

Thence along said Railroad right-of-way as follows:

South 10°10'43" West, 99.91 feet to the point of tangent spiral to the left;
Southerly along a spiral curve having a chord bearing, South 06°04'11" West, 420.32 feet to the point of spiral to curve;
Southerly, 602.11 feet along said curve having radius point bearing North 88°09'38" East, 1054.93 feet, a central angle of 32°42'08" and a chord bearing South 18°11'26" East, 593.97 feet to the point of curve to spiral;
South 42°27'03" East, 430.32 feet to the point of tangency;
South 46°33'11" East, 177.70 feet returning to the Point-of-Beginning.

Less UPRR right of way.

Parcel 4:

A parcel of land situate in a portion of the West half of the Northwest quarter of Section 14, Township 64 North, Range 02 East of the Boise Meridian, Boundary County, Idaho, laying East of the Spokane International Railroad right-of-way; more particularly described as follows:

Commencing at the center-west 1/16th corner of said Section 14, from which the West quarter corner bears North 89°53'29" West, 1326.50 feet; thence along the East line of the Southwest quarter of the Northwest quarter of said Section 14, North 00°33'59" East, 67.22 feet to a point on the Easterly railroad right-of-way and being the true Point-of-Beginning.

Thence along said railroad right-of-way as follows:

**Northwesterly along a spiral curve to the right having a chord bearing, North 42°34'45" West, 369.57 feet to the point of spiral to curve;
 Northerly, 488.70 feet along said curve having a radius point bearing North 55°26'01" East, 854.93 feet, a central angle of 32°45'05" and a chord bearing North 18°11'26" West, 482.07 feet to the point of curve to spiral;
 Northerly along a spiral curve having a chord bearing North 06°17'17" East, 378.12 feet to the point of tangency;
 North 10°10'43" East, 401.68 feet;**

Thence leaving said right-of-way, North 68°41'25" East, 326.48 feet to a point on the East line of the Northwest quarter of the Northwest quarter of said Section 14;

Thence along said East line, South 00°33'59" West, 1620.04 feet returning to the Point-of-Beginning.

Less UPRR right of way.

Also Less Moyie River Road, FKA County Road 34 right of way.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Boundary County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Rips Leisure LLC, an Idaho Limited Liability Company

(B) Parties holding liens or encumbrances on the title to said lands are:

- 2024 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2023 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status		Second Half / Status		Parcel Number	Covers
2023	\$83.85	Delinquent	\$83.85	Delinquent	RP64N02E116460A	Subject Land
2023	\$370.57	Delinquent	\$370.57	Delinquent	RP64N02E143012A	Subject Land
2023	\$382.53	Delinquent	\$382.53	Delinquent	RP64N02E143014A	Subject Land
2023	\$394.24	Delinquent	\$394.24	Delinquent	RP64N02E143015A	Subject Land

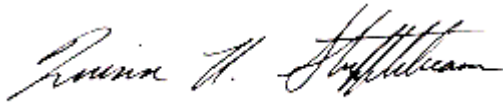
Homeowner's Exemption is not in effect for 2023.

- Deed of Trust dated September 26, 2020, to secure an original indebtedness of \$134,900.00, and any other amounts and/or obligations secured thereby
 Recorded: October 9, 2020, as Instrument No. [283747](#)
 Grantor: Rips Leisure LLC, an Idaho Limited Liability Company
 Trustee: Pioneer Title Company of Kootenai County, Inc.
 Beneficiary: Equity Trust Company, Present Custodian for A. Jack Childress, Jr. IRA.

(C) Easements, claims of easements and restriction agreements of record are:

3. Railroad Right of Way in favor of Spokane International Railway Company, as disclosed in documents and Boundary County Assessor's map.
4. Easement for right of way recorded October 13, 1927, in [Book 14 of Deeds, Page 440](#).
5. Easement for right of way recorded July 21, 1947, in [Book 24 of Deeds, Page 561](#).
6. Easement for road right of way granted to public, recorded May 14, 1979, as Instrument No. [130108](#).
7. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 27, 2002, as instrument number [208706](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Any claim arising from the difference in the mean high water line of the Moyie River and the meander line as shown by the Original Government Survey.
9. Right, title and interest of the State of Idaho within the natural bed of the Moyie River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.
10. The title to a portion of this land may have been lost due to changes in the mean high water line of the Moyie River. This commitment and policy is subject to any claim or loss arising from the mean high water line not being coincidental with the Original Government Survey.

Date of Guarantee: September 20, 2024 at 7:30 A.M.



By:
Authorized Countersignature



Public Health
Prevent. Promote. Protect.
Panhandle Health District

Panhandle Health District I
Environmental Health Section

**7402 CARIBOU
BONNERS FERRY, ID
83805**

Owner:

**JACK CHILDRESS JR.
14651 N REFLECTION RD
RATHDRUM, ID 83858**

Applicant:

**CHRIS RIPATTI
14651 N REFLECTION RD
RATHDRUM, ID 83858**

PRELIMINARY SOIL ANALYSIS

Speculative Site Evaluation # 20-11-146435

Report Date: 6/17/2021

Note: This Preliminary Soil Analysis indicates potential suitability of soils for on-site sewage disposal. Approval to construct a sewage disposal system can only be granted by a valid Septic Permit.

Parcel #
Township Range Section
Acres:

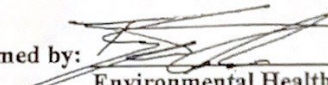
Site Summary –

Disclaimer:

This evaluation is not a permit, and is only to be used to show that the soils on the property are suitable for subsurface sewage disposal. Approval to construct a sewage disposal system(septic) can only be granted by a valid septic permit after a completed Septic Application has been submitted and accompanying fees paid.

This parcel follows the Moyie River and also has a creek running through it. There appears to be only one area that meets surface water setbacks, which is the far south of the parcel in an open field. The location the test holes were dug was an elevated area along the railroad tracks. Three test holes were inspected and found to have suitable soils. Spring monitoring for surface water was completed, surface water was found to be as close as 300' to the approvable area. Flows for a system here will need to be less than 2500 gallons per day or an LSAS must be designed.

Analysis Performed by:


Environmental Health Specialist

TEST HOLE DATA

Test Hole#	Soil Profile	Soil Type	Comment
2	0-48" B1 sandy loam, 48"-96" B1 sandy loam 35%-60% stone	B1	suitable, B2 downgrade
3	0-48" B1 sandy loam, 48"-66" A2b loamy sand 35%-60% stone, 66"-96" B1 sandy loam	B1	suitable
1	0-48" B1 sandy loam, 48"-66" A2b loamy sand 35%-60% stone, 66"-96" B1 sandy loam	B1	suitable

APPLICANT: PLEASE READ

A site evaluation is not an approval or a permit to install a septic system. Permit approval depends on the following: Site evaluation approval, the predicted maximum daily sewage flow; house size and location; well/spring location; changes to native soil (road cuts, grading, benching); distance to neighboring structures; proposed land use; other issues of concern.

Permits to construct a septic system are not granted until all such issues are addressed and/or submitted in writing as part of the plot plan/permit application AND found to be consistent with current regulations. ANY CHANGES TO THE SITE OR CONDITIONS OF THE APPLICATION AFTER ISSUANCE OF THE PERMIT MAY RENDER THE PERMIT INVALID.

Applicant's Name Chris Ripatti

Site Evaluation # 20-11-146435 Septic Permit #

- ☒ Surface water
- ☐ Canals/ditches
- ☐ Well - public/private
- ☐ Spring
- ☒ Property line - railroad tracks
- ☐ Slope%
- ☐ Groundwater

- ☐ Easements
- ☐ Curtain drain
- ☐ Diversion ditch
- ☐ Waterline - public/private
- ☐ Neighboring dwellings
- ☐ Scarp
- ☐ Other

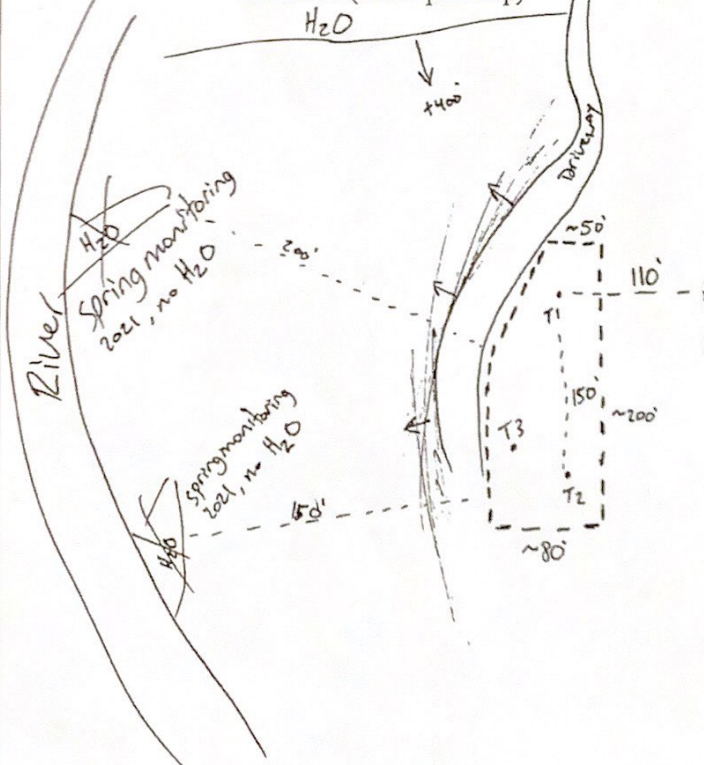
EHS

Tyler Johnson

Date

6-17-2021

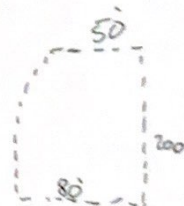
Field Plot Plan and Test Hole
 Location (or see plat map)



Test Holes

- T1 0-48" B1 sandy loam
 48"-66" A2b 1/2 clay sand - stony
 66"-86" B1 sandy loam
- T2 0-48" B1 sandy loam
 48"-76" B1 sandy loam - stony
- T3 - Same as T1

approximate area of suitable area





BOUNDARY COUNTY PLANNING AND ZONING

Street address: 6452 Kootenai St Bonners Ferry, ID 83805 Mailing address: PO Box 419, Bonners Ferry, ID 83805 Phone (208) 267-7212
www.boundarycountyid.org (web page)

ADMINISTRATIVE DEVELOPMENT PERMIT, PARCEL DIVISION/ADJUSTMENT

File #: 23-0158	Date Received: 09/18/2023 (complete) R&B Review Received: 02/15/2024 Revised: 03/07/24	Date Issued: 3/26/24
File Type: Parcel Line Adjustment		

APPLICATION INFORMATION:		
Applicant/Landowner: Rips Leisure, LLC		
Site Address: TBD Moyie River Road or Earl Lane Road	Acreage: 0.95 acres; 10 acres; 10 acres; 11.75 acres	Zone: Suburban
RP#s: RP64N02E116460A; RP64N02E143012A; RP64N02E143014A; RP64N02E143015A	Legal Description: Tax 1 in SEC 11 T64N R2E; Tax 13 less RR R/W; Tax 14 less RR R/W; Tax 15 less RR & Co R/W all in SEC 14 T64N R2E	

ADMINISTRATIVE DETERMINATION		
Description of Permit	Proposal to boundary adjust 4 parcels to reconfigure their boundaries by 1) Adding 0.05 to 6460A (0.95 acres) to create a 1-acre parcel; 2) Adding 0.607 acres to 3012A (10 acres) to create a 10.607-acre parcel; 3) Adding 0.003 acres to 3014A (10 acres) to create a 10.003-acre parcel; 4) Removing 0.298 acres to 3015A (11.750 acres) to create a 11.452-acre parcel.	
Zoning Requirements	The Suburban zone minimum acreage is 1-acre where community water or sewer service is available or 2.5 acres where no community water or sewer services are available. Proposed parcels meet or exceed the acreage minimums of the zoning district except for the proposed 1-acre parcel (being increased from 0.95 acres) but is permitted as the non-conformity is being decreased (Section 20.4.1.).	
Consideration	The parcel line adjustment meets the minimum zoning density. Boundary County Treasurer Jennifer Economu and Road & Bridge Co-Superintendent Renee Nelson have signed the application, pursuant to Section 20.5. of county zoning and subdivision codes. Assessor advises the parcel map will be updated subsequent to conveyances being recorded for new properties. Processing may be delayed if conveyance documents are not recorded simultaneously.	
Terms & Conditions	<p>1. <u>Assessor</u>: For parcel line adjustments, recorded deed work must define the intended final parcel configuration for all parcels.</p> <p>2. <u>Road & Bridge</u>: Proposed parcels 1-3 to be accessed from Earl Lane Road (county road). Parcel 1 has an existing approach outside of UPRR ROW, per stakes, however, approach is required to be improved to meet Road Standards for use. Improvements shall be made to the west and applicant shall ensure the approach is located outside of UPRR ROW. Condition: Upon approval and new parcel number the applicant shall complete an approach permit with R&B and construct approach prior to any use.</p> <p>Per Surveyor, that portion of proposed Parcel 2 lying east of Moyie River Road (county road) will not need or have access due to terrain. The portion of proposed Parcel 2 that does lie along Moyie River Road does not have any locations that meet Road Standards for access.</p> <p>Proposed Parcels 2 & 3: Any future use of the approach located on Parcel 1 shall require an approach permit with disclaimer to be completed with R&B for use of the approach as easements are not verified. No existing or proposed easements were shown on the preliminary ROS.</p> <p>Proposed Parcel 4 to be accessed by a location staked off of Moyie River Road that directly accesses the parcel and not through an adjacent parcel. Condition: Upon approval and new parcel number the applicant shall complete an approach permit with R&B and construct approach prior to any use.</p> <ul style="list-style-type: none">Note: These comments only cover approaches within county ROW and in no way approve anything within UPRR ROW nor any proposed or existing private railroad crossings. Anything within the UPRR ROW is under the jurisdiction of UPRR.Note: Unsure of what #6 of the Survey Narrative implies regarding ROW. Earl Lane Road and Moyie River Road are both accepted county roads. (See Condition #5 below) <p>3. <u>Panhandle Health District</u>: PHD does not have a sewage disposal application for parcels RP64N02E116460A, RP64N02E14301A, RP64N02E143014A, or RP64N02E143015A. It is unknown what is and is not approvable here. Any dwelling construction that creates new or increases wastewater flows must have an approved location for the wastewater. When adjusting a parcel line, care needs to be taken that any potentially pre-existing drainfield and/or replacement area is not compromised.</p> <p>4. Provide copies to the Boundary County Planning Department of the new legal descriptions for the adjusted parcels and conveyances following recording.</p> <p>5. Verify with the Road & Bridge Department the status of the Moyie River and Earl Lane roads and correct narrative note #6 as needed. Complete the road approach permitting and improvements as listed in the Road & Bridge conditions of approval.</p>	
Agency Inspections Approvals	<div><div><input type="checkbox"/>Septic Permit, Panhandle Health (208) 267-5558 <input type="checkbox"/>Wells, ID Department of Water Resources (208) 762-2800 <input type="checkbox"/>Plumbing, ID Division of Building Safety (800) 955-3044 <input type="checkbox"/>Mechanical, ID Division of Building Safety (800) 955-3044</div><div><input type="checkbox"/>Electrical, ID Division of Building Safety (800) 955-3044 <input checked="" type="checkbox"/>Wetland/Waterway, USACE (208) 765-7237. Advisory: Wetlands may be present; consult w/ Corps prior to development. <input checked="" type="checkbox"/>Road & Bridge permitting & improvements, as noted. (208) 267-3838</div></div>	
Administrative Decision	<p>This permit is hereby <input checked="" type="checkbox"/> APPROVED.</p> <p>This certifies that the application is in conformance with the provisions of Boundary County Subdivision and Zoning Ordinance 9B18LOV2. This permit authorizes the applicant to develop the parcel(s) identified above, as specified in the Planning and Zoning record for this file, subject to the specified terms and conditions.</p> <p>Rights of appeal: The administrative decision is subject to the right of appeals to the Board of County Commissioners, pursuant to Section 3.8.1 of the Subdivision and Zoning Code.</p> <div><div><div></div><div>Zoning Administrator</div></div><div><div>3/26/24</div><div>Date Issued</div></div></div>	