

**WHEN RECORDED RETURN TO:**

Exceed Legal PLLC  
Attn: Allie E. Schiebout  
421 S. 8<sup>th</sup> St.  
Boise, ID 83702

**Instrument # 286259**

IDAHO CITY, BOISE COUNTY, IDAHO  
5-31-2024 08:28:56 AM No. of Pages: 17

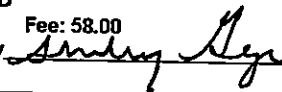
Recorded for : LEIGH WARD

MARY T. PRISCO

Fee: 58.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT



SPACE ABOVE THIS LINE FOR RECORDING DATA

## ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("Agreement") shall be deemed effective following execution by the following parties:

- (i) Leigh Ward and Jan M. Ward, whose address of record is PO Box 126 Garden Valley, ID 83622, the owner of record of Parcel A, generally depicted on the plat attached as *Exhibit A* and legally described in *Exhibit B*, hereinafter referred to as "Parcel A Owner" or as provided jointly below;
- (ii) Thomas Edward Torrez and Cassandra Clara Ann Torrez, whose address of record is PO Box 292, Garden Valley, ID 83622, the owner of record Parcel B reflected on the plat attached as *Exhibit A* and legally described in *Exhibit C*, hereinafter referred to as "Parcel B Owner" or as provided jointly below;
- (iii) Ernest A. Updike and Deborah J. Updike, whose address of record is 16 Valley Vista Drive, Garden Valley, ID 83622, the owner of Parcel C reflected on the plat attached as *Exhibit A* and legally described in *Exhibit D*, hereinafter referred to as "Parcel C Owner" or as provided jointly below; and
- (iv) Kyle A. Johnshoy and Cassandra M. Johnshoy, husband and wife, and Jeannine S. Johnshoy as her sole and separate property, whose address of record is 217 Quail St., Melba, ID 83641, the owner of record of Parcel D reflected on the plat attached as *Exhibit A* and legally described in *Exhibit E*, hereinafter referred to as "Parcel D Owner" or as provided jointly below.

The parties listed above are individually referred to as "Party" or jointly referred to as the "Parties."

### RECITALS

WHEREAS, the Parties desire to enter into this Agreement in order to define the basic terms under which the Parties will jointly use and maintain an approximately two thousand eight hundred (2,800) foot long private road, commonly known as Severance Road ("Road"), that serves to connect Parcels A, B, C, and D, as denoted in the attached *Exhibit A*, to Banks-Lowman Road; and

WHEREAS, this Agreement is entered into with the understanding that the Parties, or their successors, heirs, or assigns, intend to build permanent residential and related structures on the respective lots, or use the lots in a recreational manner; and

NOW THEREFORE, in unanimous acknowledgment and acceptance of the declarations contained in these Recitals, and incorporating the Recitals as if fully set forth below, and in consideration of the mutual promises contained herein, the parties hereby acknowledge and agree as follows:

### AGREEMENT

**1. Road Maintenance.** Road maintenance shall include, but not be limited to, routine grading and addition of gravel, dust abatement, snow plowing and any other possible improvements. Road maintenance will be undertaken and made whenever deemed reasonably necessary by the Parties to maintain the Road in good operating condition and to insure the provision of safe access by the Parties, their guests, agents, service providers, emergency vehicles and any other authorized users. All proposed Road maintenance shall conform with the notice and majority agreement requirements herein.

**2. Notice and Majority Agreement.** Notice of a majority vote/written consent of the Parties is required for any shared cost Road maintenance. Before authorizing expenditures for Road maintenance, the Parties will all be notified, at the last address provided by an owner to the other owners, in writing by any one of the respective Parties willing to act as the initiating agent ("Initiating Owner"). Maintenance cost estimates will be provided in the written notification, and a reasonable electronic or in-person meeting time and place will be proposed in order to obtain the necessary majority agreement. In lieu of a formal meeting, written consent can be obtained from the Parties by the Initiating Owner. Written consent for the proposed Road maintenance can include email acknowledgment. If any Party performs maintenance without providing reasonable written notice (i.e. at least 30 days prior to work) and first seeking written approval, the Party performing such work shall not be entitled to reimbursement for the cost thereof from the other Parties, unless such work is deemed an emergency in order to maintain vehicular access to any one of the respective lots. However, if the Initiating Owner provides a minimum of 30 days written notice for a meeting or obtaining written consent, but the other Parties fail to respond or attend the meeting, the Initiating Owner shall be authorized to proceed with the proposed maintenance work and seek reimbursement as provided herein unless a majority of the other Parties object to such action in writing prior to the date of the proposed meeting.

**3. Cost Sharing.** Road maintenance (e.g. grading, dust abatement, snowplowing, gravel addition) and construction costs shall be shared in equal, 1/4 interests between the Parties sharing use of the Road. Should any Party fail or refuse to pay their proportionate share of the duly noticed maintenance expenses, the Initiating Owner or other Parties shall have the right to pursue legal action for the collection of said amounts in order to obtain a judgment and/or lien the non-paying Party's property.

**4. Future Parcels.** Any additional parcels gaining access to the Road by way of splitting existing parcels will be bound by all terms and conditions of this Agreement and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign an acknowledgment of their submission to the terms of the Agreement, as amended. For example, if Parcel A is subdivided into 4 lots in the future, cost sharing would then become a 1/7<sup>th</sup> obligation amongst the then existing Road users and the new parcel owners.

**5. Parking.** For the safety of the Parties, no machinery, trailers, vehicles or other equipment or personal property may be stored or parked upon the Road except temporarily parking vehicles for limited

periods of time (not to exceed 4 hours) or Road maintenance and service vehicles as required for active Road maintenance work.

6. **Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Road remains used by the parcels.

7. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, assigns and specifically, the successive owners of Parcels A, B, C, and D.

8. **Amendment.** This Agreement may be amended by a simple majority of the then existing owners of Parcels A, B, C, and D, including any subdivided sub-parcels thereof, as acknowledged in writing.

9. **Enforcement.** This Agreement may be enforced by any individual Party. If a court action, lawsuit or arbitration is necessary to enforce this Agreement, the Party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails against the other parcel owner(s).

10. **Disputes Other Than Payment of Expenses.** With the exception of the non-payment of duly noticed and authorized Road maintenance expenses as addressed in Section 2 above, if a dispute arises over any aspect of this Agreement, including but not limited to payments, reimbursements, improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the parcel owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. If any party refuses to participate in the selection of an arbitrator, the Initiation Owner shall be authorized to select the arbitrator on their own. All parties shall share in the cost of any arbitration.

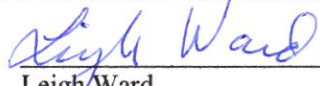
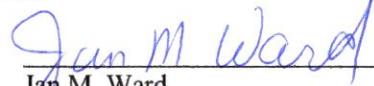


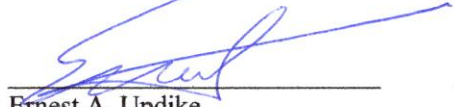
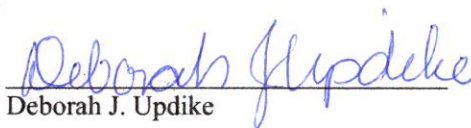
11. **Notices.** Parcel owners under the Agreement shall be notified by U.S. Postal mail, email (upon verification of delivery and read receipt), or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

12. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

13. **Other Agreements.** This Agreement replaces all previous road maintenance agreements, or implied terms existing in any other document, regarding the described Road.

14. **Recording.** Original and amended copies of this document shall be recorded in the records of Boise County, Idaho against the respective parcels.

IN WITNESS, THEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above as follows:

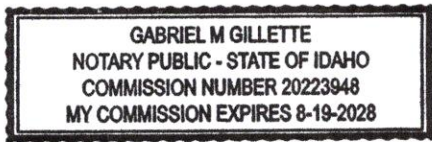
Parcel A Owner(s):	 _____ Leigh Ward	 _____ Jan M. Ward
Parcel B Owner(s):	 _____ Thomas Edward Torrez	 _____ Cassandra Clara Ann Torrez
Parcel C Owner(s):	 _____ Ernest A. Updike	 _____ Deborah J. Updike

Parcel D Owner(s):

Jeannine S. Johnshoy Kyle A. Johnshoy  
Jeannine S. Johnshoy Kyle A. Johnshoy  
Cassandra M. Johnshoy  
Cassandra M. Johnshoy

STATE OF IDAHO )  
 ) ss.  
County of Boise )

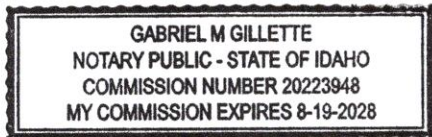
On this 25<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Leigh Ward and represented to me that he is the legal owner of Parcel A located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Gabriel M Gillette  
Notary Public for Idaho  
Residing at county of Boise, Idaho  
My commission expires: 8-19-2028

STATE OF IDAHO )  
 ) ss.  
County of Boise )

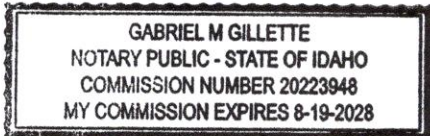
On this 25<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Jan M. Ward, and represented to me that she is the legal owner of Parcel A located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Gabriel M Gillette  
Notary Public for Idaho  
Residing at county of Boise, Idaho  
My commission expires: 8-19-2028

STATE OF IDAHO )  
 )  
 ) ss.  
County of Boise )

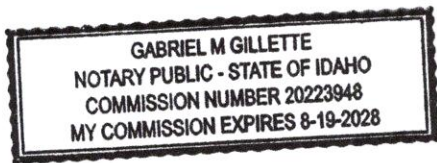
On this 28<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Thomas Edward Torrez, and represented to me that he is the legal owner of Parcel B located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Gabriel M Gillette  
Notary Public for Idaho  
Residing at County of Boise, Idaho  
My commission expires: 8-19-2028

STATE OF IDAHO )  
 )  
 ) ss.  
County of Boise )

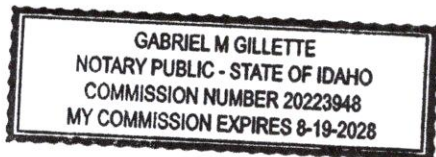
On this 29<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Cassandra Clara Ann Torrez, and represented to me that she is the legal owner of Parcel B located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Gabriel M Gillette  
Notary Public for Idaho  
Residing at County of Boise, Idaho  
My commission expires: 8-19-2028

STATE OF IDAHO )  
 )  
 ) ss.  
County of Boise )

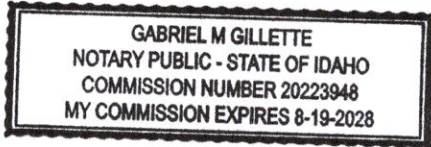
On this 28<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Ernest A. Updike, and represented to me that he is the legal owner of Parcel C located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Gabriel M Gillette  
Notary Public for Idaho  
Residing at County of Boise, Idaho  
My commission expires: 8-19-2028

STATE OF IDAHO )  
 )  
County of Boise ) ss.

On this 28<sup>th</sup> day of May, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Deborah J. Updike, and represented to me that she is the legal owner of Parcel C located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Gabriel M Gillette  
Notary Public for Idaho  
Residing at County of Boise, Idaho  
My commission expires: 8-19-2028

STATE OF IDAHO )  
 )  
County of Canyon ) ss.

On this 27<sup>th</sup> day of March, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Jeannine S. Johnshoy, and represented to me that she is the legal owner of Parcel D located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Wynona M Stapleton  
Notary Public for Idaho  
Residing at Melba, Idaho  
My commission expires: 9-12-2028

STATE OF IDAHO )  
 )  
County of Canyon ) ss.

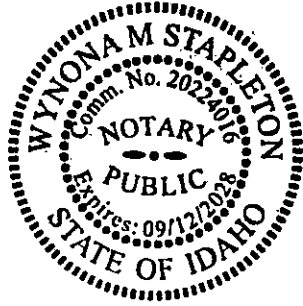
On this 27<sup>th</sup> day of March, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Kyle A. Johnshoy, and represented to me that she is the legal owner of Parcel D located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



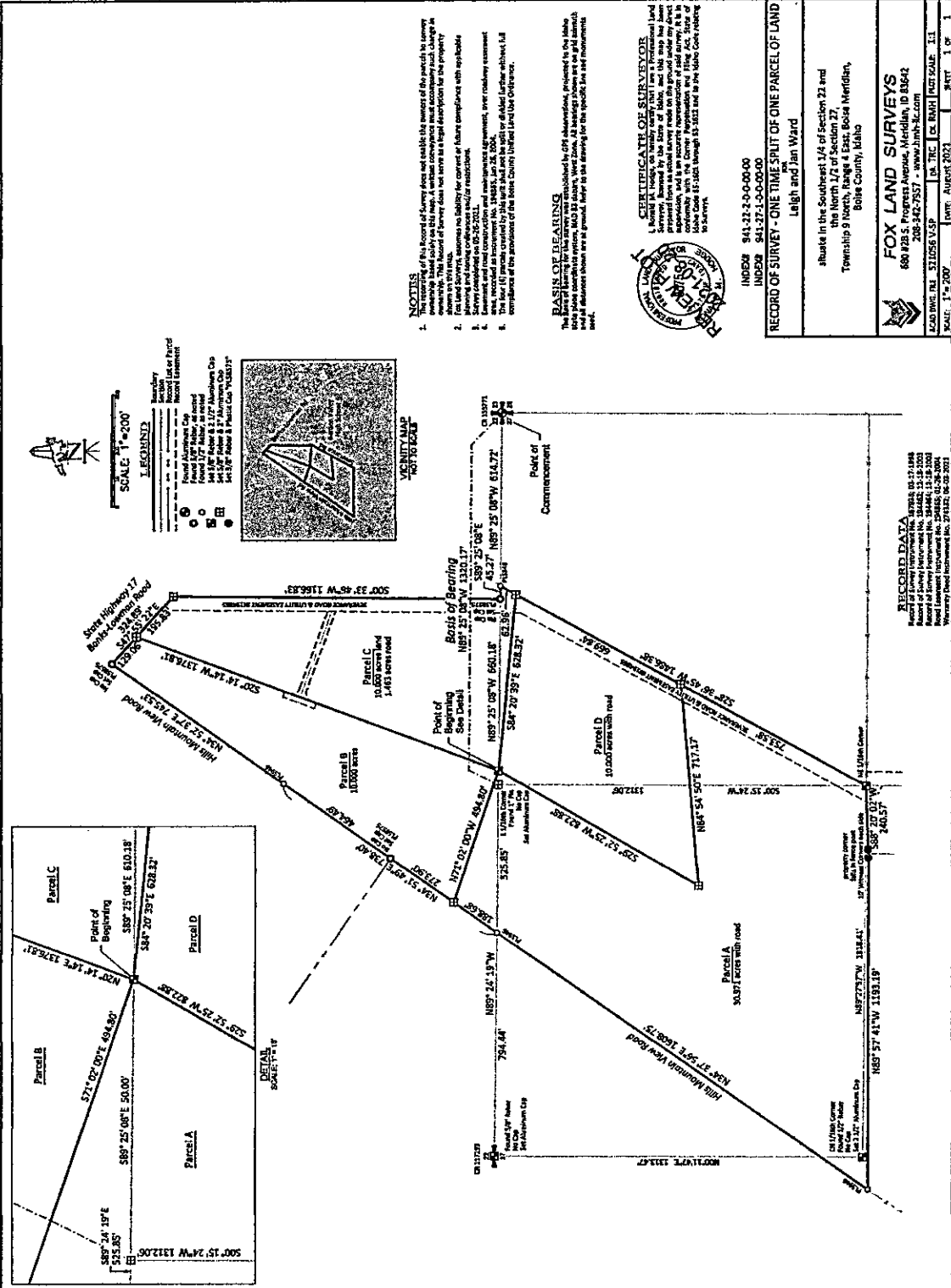
Wynona M Stapleton  
Notary Public for Idaho  
Residing at Melba, Idaho  
My commission expires: 9-12-2028

STATE OF IDAHO                    )  
  )  
County of Canyon                    )    ss.

On this 27<sup>th</sup> day of March, 2024, before me, a Notary Public in and for the state of Idaho, personally appeared Cassandra M. Johnshoy, and represented to me that she is the legal owner of Parcel D located in Boise County, Idaho, known or proven to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

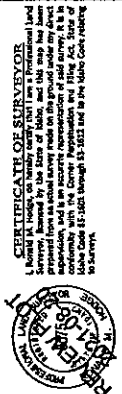


Wynona M Stapleton  
Notary Public for Idaho  
Residing at Thelva, Idaho  
My commission expires: 9-12-2028



- NOTES**
1. This is a plat of a survey of 40.71 acres and includes the amount of the acreage by survey. This amount is based on the 2010 map. Aerial reconnaissance and accompanying change in ownership. This amount of survey does not serve as a legal description for the property.
  2. This land survey, unless no liability for corner or future compliance with applicable planning and zoning ordinances and/or restrictions.
  3. The survey was conducted in accordance with the Idaho Code, Title 55, Chapter 2, Sections 501 through 504, and the Idaho Code, Title 55, Chapter 2, Section 505.
  4. The survey was conducted in accordance with the Idaho Code, Title 55, Chapter 2, Section 501 through 504, and the Idaho Code, Title 55, Chapter 2, Section 505.
  5. The survey was conducted in accordance with the Idaho Code, Title 55, Chapter 2, Section 501 through 504, and the Idaho Code, Title 55, Chapter 2, Section 505.

**BASIS OF MEASUREMENT**  
 The basis of measurement for this survey was established by GPS observations, presented to the Idaho State Plane Coordinate System, NAD 83 datum, West Zone. All bearings shown are on grid azimuths and distances shown are in ground. Refer to the drawing for the specific line and instrument used.



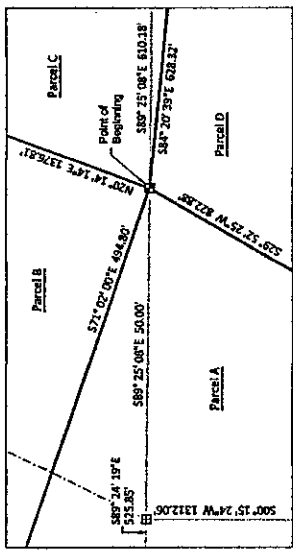
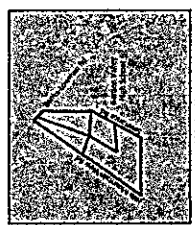
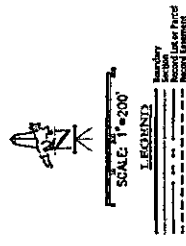
**CERTIFICATE OF SURVEYOR**  
 I, the undersigned, being duly sworn, do hereby certify that the above and foregoing is a true and correct copy of the original survey as shown to me by the owner of the land and that the same has been prepared from a correct survey made on the ground under my direct supervision and in accordance with the laws of the State of Idaho and the rules and regulations of the Board of Land Surveying and Mapping, Idaho Code §§ 55-2001 through 55-3001 and to the Idaho Code relating to surveys.

**RECORD OF SURVEY - ONE TIME SPLIT OF ONE PARCEL OF LAND**  
 Leigh and Jan Ward  
 situated in the Southeast 1/4 of Section 23 and the North 1/2 of Section 27, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho

**FOX LAND SURVEYS**  
 680 708 S. Progress Avenue, Meridian, ID 83643  
 208-342-7357 - www.fox-land.com  
 AIA 0055, ILS 31,055 V.13, ILS, I.C. EX. 0001, ILS 0054, ILS 13

SCALE: 1" = 200' DATE: AUGUST 2021 SHEET: 1 OF 1

**RECORD DATA**  
 Record of Survey Instrument No. 34482, 11-12-2010  
 Record of Survey Instrument No. 34484, 11-12-2010  
 Record of Survey Instrument No. 34485, 11-12-2010  
 Record of Survey Instrument No. 34486, 11-12-2010







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## Parcel A Legal Description

*A parcel of land as shown on the Record of Survey – One Time Split of One Parcel of Land situate in the North 1/2 of Section 27 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being a portion of Grantor's parcel (granted under Warranty Deed Instrument No. 274332), more particularly described as follows:*

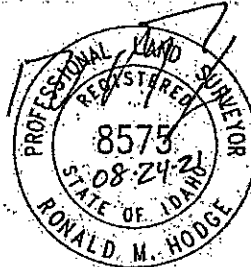
**COMMENCING** at the northeast corner of Section 27, monumented by an aluminum cap as shown on Corner Record Instrument No. 155771, from which the East 1/16<sup>th</sup> Corner monumented by a found 1-inch bar with a set 2" aluminum cap bears, North 89°25'08" West, 1,320.17 feet, thence along the northerly section line, North 89°25'08" West, 1,270.17 feet to a set 5/8-inch bar with 2 1/2-inch aluminum cap and the **POINT OF BEGINNING**;

Thence South 29°52'25" West, 822.88 feet to a set 5/8-inch bar with 2-inch aluminum cap;  
Thence North 84°54'50" East, 717.17 feet to easterly boundary of the Severance Road Easement Instrument # 194865 monumented by a set 5/8-inch bar with 2-inch aluminum cap;  
Thence along said easterly boundary, South 28°36'45" West, 753.58 feet to the NE 1/16<sup>th</sup> corner monumented by a set 5/8-inch bar with 2-inch aluminum cap;  
Thence South 88°20'02" West, 230.57 feet to a 10-foot Witness Corner monumented by set 5/8-inch bar with 2-inch aluminum cap;  
Thence continuing, South 88°20'02" West, 10.00 feet to the center of an existing fence post and angle point in the southerly boundary line.  
Thence North 89°57'41" West, 10.00 feet to a 10-foot Witness Corner monumented by set 5/8-inch bar with 2-inch aluminum cap;  
Thence continuing, North 89°57'41" West, 1,183.19 feet to a found 1/2-inch bar with cap PLS946;  
Thence North 34°37'56" East, 1,608.75 feet to the north line of Section 27 monumented by a found 1/2-inch bar with cap PLS946;  
Thence North 34°51'49" East, 188.68 feet to a set 5/8-inch bar with 2-inch aluminum cap;  
Thence South 71°02'00" East, 494.80 feet to the **POINT OF BEGINNING**.

Containing 30.97 acres, more or less.

The four (4) parcels created by this split shall not be split or divided further without full compliance of the provisions of the Boise County Unified Land Use Ordinance.

Prepared by:  
Ronald M. Hodge, PLS  
Survey Department Manager



RMH:tc



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**Parcel B**  
**Legal Description**

*A parcel of land as shown on the Record of Survey – One Time Split of One Parcel of Land situate in the North 1/2 of Section 27 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being a portion of Grantor's parcel (granted under Warranty Deed Instrument No. 274332), more particularly described as follows:*

**COMMENCING** at the northeast corner of Section 27, monumented by an aluminum cap as shown on Corner Record Instrument No. 155771, from which the East 1/16<sup>th</sup> Corner monumented by a found 1-inch bar with a set 2" aluminum cap bears, North 89°25'08" West, 1,320.17 feet, thence along the northerly section line, North 89°25'08" West, 1,270.17 feet to a set 5/8-inch bar with 2 1/2-inch aluminum cap and the **POINT OF BEGINNING**;

Thence North 71°02'00" West, 494.80 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence North 34°51'49" East, 273.90 feet to a found 5/8-inch bar with no cap, set plastic cap;

Thence continuing, North 34°51'49" East, 464.49 feet to a found 5/8-inch bar with cap. PLS 946;

Thence North 34°52'37" East, 745.53 feet to the southerly right-of-way for State Highway 17, Banks-Lowman Road monumented by a found 5/8-inch bar with no cap, set plastic cap;

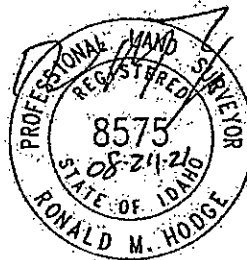
Thence along said right-of-way, South 47°55'22" East, 129.06 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence South 20°14'14" West, 1,376.81 feet to the **POINT OF BEGINNING**.

Containing 10.00 acres, more or less

The four (4) parcels created by this split shall not be split or divided further without full compliance of the provisions of the Boise County Unified Land Use Ordinance.

Prepared by:  
Ronald M. Hodge, PLS  
Survey Department Manager



RMH:tc



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## Parcel C Legal Description

*A parcel of land as shown on the Record of Survey – One Time Split of One Parcel of Land situate in the North 1/2 of Section 27 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being a portion of Grantor's parcel (granted under Warranty Deed Instrument No. 274332), more particularly described as follows:*

**COMMENCING** at the northeast corner of Section 27, monumented by an aluminum cap as shown on Corner Record Instrument No. 155771, from which the East 1/16<sup>th</sup> Corner monumented by a found 1-inch bar with a set 2" aluminum cap bears, North 89°25'08" West, 1,320.17 feet, thence along the northerly section line, North 89°25'08" West, 1,270.17 feet to a set 5/8-inch bar with 2 1/2-inch aluminum cap and the **POINT OF BEGINNING**;

Thence North 20°14'14" East, 1,376.81 feet to the southerly right-of-way for State Highway 17, Banks-Lowman Road monumented by a set 5/8-inch bar with 2-inch aluminum cap;

Thence along said southerly right-of-way, South 47°55'22" East, 195.83 feet to easterly boundary of the Severance Road Easement Instrument # 194865 monumented by a set 5/8-inch bar with 2-inch aluminum cap;

Thence along said easterly boundary, South 00°33'46" West, 1,166.83 feet to the northerly line of Section 27 monumented by a found 5/8-inch bar with no cap, set plastic cap;

Thence along said northerly line and easterly boundary, South 89°25'08" East, 45.27 feet to a found 1/2-inch bar with cap PLS946;

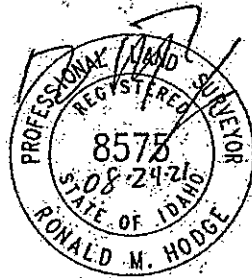
Thence South 28°36'45" West, 62.96 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence North 84°20'39" West, 628.32 feet to the **POINT OF BEGINNING**.

Containing 11.46 acres, more or less

The four (4) parcels created by this split shall not be split or divided further without full compliance of the provisions of the Boise County Unified Land Use Ordinance.

Prepared by:  
Ronald M. Hodge, PLS  
Survey Department Manager



RMH:tc

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680 S. Progress Ave., Suite #2B • Meridian, Idaho 83642 • Tel: 208-342-7957 • Web: hmh-llc.com

Equal Opportunity Employer



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**Parcel D**  
**Legal Description**

*A parcel of land as shown on the Record of Survey – One Time Split of One Parcel of Land situate in the North 1/2 of Section 27 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being a portion of Grantor's parcel (granted under Warranty Deed Instrument No. 274332), more particularly described as follows:*

**COMMENCING** at the northeast corner of Section 27, monumented by an aluminum cap as shown on Corner Record Instrument No. 155771, from which the East 1/16<sup>th</sup> Corner monumented by a found 1-inch bar with a set 2" aluminum cap bears, North 89°25'08" West, 1,320.17 feet, thence along the northerly section line, North 89°25'08" West, 1,270.17 feet to a set 5/8-inch bar with 2 1/2-inch aluminum cap and the **POINT OF BEGINNING**;

Thence South 84°20'39" East, 628.32 feet to easterly boundary of the Severance Road Easement Instrument # 194865 monumented by a set 5/8-inch bar with 2-inch aluminum cap;

Thence along said easterly boundary, South 28°36'45" West, 669.84 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence South 84°54'50" West, 717.17 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence North 29°52'25" East, 822.88 feet to the **POINT OF BEGINNING**.

Containing 10.00 acres, more or less

The four (4) parcels created by this split shall not be split or divided further without full compliance of the provisions of the Boise County Unified Land Use Ordinance.

Prepared by:  
Ronald M. Hodge, PLS  
Survey Department Manager

RMH:tc

