

Valley County Planning and Zoning

PO Box 1350 • 700 South Main Street
Cascade, ID 83611-1350



Phone: 208-382-7115
Email: cherrick@valleycountyid.gov

STAFF REPORT: SUB 26-010 Starview Estates Subdivision - Preliminary Plat
MEETING DATE: July 9, 2026
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
Planning and Zoning Director
**APPLICANT /
PROPERTY OWNER:** Sound Holdings LLC
PO Box 710, McCall ID 83638
ENGINEER: Trevor Howard
60 Difficult DR, Idaho City ID 83631
SURVEYOR: Dunn Land Surveys
25 Coyote Trail, Cascade ID 83611
LOCATION: 102 Johnson Lane
Parcel RP18N03E298375 in the W ½ SE Section 29, T.18N, R.3E,
Boise Meridian, Valley County, Idaho
SIZE: 20.46 acres
REQUEST: Single-Family Residential Subdivision – 2 Residential Lots
EXISTING LAND USE: Single-Family Residential Parcel

Sound Holdings LLC is requesting a conditional use permit for a two-lot single-family residential subdivision on 20.46 acres. Proposed lots are 9.10 and 10.23 acres in size. A remnant 0.12-acre piece would be deeded to the adjacent landowner. The plat includes a 300-ft setback from the southern property line; this setback is shown in Record of Survey 14-025 (attached).

Individual wells and septic systems are proposed. The applicant has proposed dedicating road right-of-way to Valley County to extend Johnson Lane, a public road. However, on June 16, 2026, the applicant stated he is willing to have a shared driveway instead to access these two lots plus parcel RP18N03E298555 to the west. The application states approximately 134 linear feet of wetland will be impacted by the road crossing.

Clara Foltz Ditch flows through the northern end of the property. The site has water rights and pressured irrigation easements. The preliminary plat shows ditch realignment, existing ditch, pressure irrigation to be abandoned, and easement changes/vacations.

A Wildland Urban Interface Fire Protection Plan (short form) was submitted.

Excavation/Pond Permit 22-01 was approved in 2022; a pond was created and is visible in the attached map from Google Maps.

FINDINGS:

1. Pre-Application meeting was held April 2, 2026.
2. A neighborhood meeting for a 2-lot subdivision is not required by VCC 9-5H-1.D.
3. Part of the application was received on April 24, 2026.
4. The site is less than one mile from the City of McCall boundary. Therefore, the City of McCall was sent the application and preliminary plat for review on April 29, 2026, as required by Valley County Code 10-1-4. The application was emailed to City Clerk BessieJo Wagner, Community & Economic Development Director Michelle Groenevelt, City & Sustainability Planner Meredith Todd, Planning & Building Specialist Rachel Santiago-Govier, GIS Program Manager Yoram Terleth, and McCall Airport Manager Emily Hart.
5. Legal notice was posted in the *Star News* on June 18, 2026, and June 25, 2026. The applicant was notified by letter on June 9, 2026. Potentially affected agencies were notified on June 9, 2026. Property owners within 300 feet of the property line were notified by fact sheet sent by mail on June 12, 2026. The notice was posted online at www.co.valley.id.us on June 9, 2026. The site was posted on June 18, 2026.
6. Agency comment received:

Brent Copes, Central District Health, stated subdivision application, fees, test holes with CDH and engineer, ground water monitoring and engineering are required. (June 14, 2026)

Emily Hart, McCall Airport Manager, stated the site is 1.3 miles from end of Runway 34 and in the Horizontal Surface. Recommends requiring notice of proximity to McCall Municipal Airport in CCRs/final plat as a condition of approval. Determine if Form 7460-1 is required for each building envelope. (May 6, 2026)

Mara Hiwatschek, Valley County Wildfire Mitigation Program Director, approved the Wildfire Mitigation Plan contingent upon the full implementation of all wildfire mitigation measures identified in the approved plan and verification through inspection that the work has been completed as stated in the plan. Required inspections shall occur prior to final plat approval and/or issuance of building permits. (June 10, 2026)

Ryan Garber, McCall Fire and EMS listed requirements. (June 9, 2026; May 6, 2026)

Paul Ashton, Parametrix and Valley County Engineer, stated:

- Detailed site grading and drainage plans and drainage design documentation are required.
- Additional stormwater resulting from site improvements will need to be retained on site and addressed in the design and calculations. Improvements to offsite drainage features may be required.
- Appropriate temporary and permanent best management practices (BMPs) and erosion control measures are required to protect adjacent properties, waterways, and roadway ditches.
- The proposed extension of Johnson Lane, a public local road, shall meet the criteria outlined in the Valley County Minimum Standards for Public Road Design and Construction. The roadway shall maintain a 70-ft right-of-way with

35 feet minimum on each side of roadway centerline and may require a turnaround to accommodate a standard emergency vehicle, as determined by the fire department.

- A traffic impact study is not required; however, a development agreement identifying public road impacts may be required.
- The applicant will need to delineate existing wetlands to confirm that there are no wetland impacts. If wetlands are impacted, the project may require approval of the U.S. Army Corps of Engineers under the federal Clean Water Act.

Brandon Flack, Idaho Fish and Game Regional Technical Assistance Manager, submitted general recommendations for subdivisions, which include controlling pets, vegetative recommendations, prohibiting feeding of wildlife, riparian barriers around wetlands, pond requirements, and wildlife friendly fencing. (November 21, 2024)

Idaho Department of Environmental Quality (DEQ) provided general comments on air quality, wastewater, drinking water, surface water, solid waste, hazardous waste, water quality, ground water contamination, and best management practices. (June 15, 2026)

No comment received from the City of McCall.

7. Public comment received:

Jason Butts, adjacent landowner, is opposed to the proposed vacation of the existing Idaho Power easement through proposed Lot 2 that also serves his property. He included deed information which shows Idaho Power easements for his property. (June 19, 2026)

8. Physical characteristics of the site: Rolling and grass-covered. There are wetlands, a pond, and irrigation ditches.
9. The surrounding land use and zoning includes:
- North: Single-Family Residential Lots (Moon View Ranch)
 - South: Agricultural (Pasture), Single-Family Residential Parcel with home
 - East: Single-Family Residential Lots (Double Down Ranch)
 - West: Single-Family Residential Parcel with home

9. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:
- 2. Residential Uses (c) Subdivision for single-family subdivision.

Review of Title 9 - Chapter 5 Conditional Uses and Title 10 Subdivision Regulations should be done.

TITLE 9 LAND USE AND DEVELOPMENT

9-1-10 DEFINITIONS

Lot Coverage: That portion of a lot that is occupied by the principal building and its accessory buildings, including overhangs, along with any structures requiring a building permit, and other impervious surfaces, such as driveways, patios, and accessory structures.

9-4-8: TABLE 4-A, STANDARDS FOR PERMITTED USES:

Use Description	Building Setbacks (feet)				Minimum Lot Area Acres	Max. Lot Cover	Minimum Street Frontage	Max. Building Height
	Front	Side	Side Street	Rear				
Residential Uses	20	7.5	20	20	Var.	35%	30 ft	35 ft

9-5-3: STANDARDS:

B. Setbacks:

1. Structures Exceeding Three Feet In Height: The setbacks for all structures exceeding three feet (3') in height are specified herein under the site and development standards for the specific use.
2. Highway 55: All structures shall be set back one hundred feet (100') from the right of way line of Highway 55 unless a more restrictive setback is required within other sections of this title.
3. High Water Line: All residential buildings shall be set back at least thirty feet (30') from high water lines. All other buildings shall be set back at least one hundred feet (100') from high water lines.
4. Front Yards: Front yards shall be determined by the structure establishing the principal use on the property and the location of the access street or road.
5. Encroachment On Yards: No other structure may encroach on the yards determined for the structure establishing principal use.
6. Measurement: All building setbacks shall be measured horizontally, on a perpendicular to the property line, to the nearest corner or face of the building including eaves, projections, or overhangs.

9-5A-1: GRADING:

- A. Permit Required: Grading to prepare a site for a conditional use or grading, vegetation removal, construction or other activity that has any impact on the subject land or on adjoining properties is a conditional use. A conditional use permit is required prior to the start of such an activity.

- B. Exemptions: Grading for bona fide agricultural activities, timber harvest, and similar permitted uses herein are exempt from this section.

- C. Flood Prone Areas: Grading within flood prone areas is regulated by provisions of section 9-6-2 of this title and title 11 of this code. A permit, if required, shall be a part of the conditional use permit.

- D. Wetlands: Grading or disturbance of wetlands is subject to approval of the U.S. Corps of Engineers under the federal clean water act. The federal permit, if required, shall be part of the conditional use permit.

E. Site Grading Plan:

1. The conditional use permit application shall include a site grading plan, or preliminary site grading plan for subdivisions, clearly showing the existing site topography and the proposed final grades with elevations or contour lines and specifications for materials and their placement as necessary to complete the work. The plan shall demonstrate compliance with best management practices for surface water management for permanent management and the methods that will be used during construction to control or prevent the erosion, mass movement, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development. The plan shall be subject to review of the county engineer and the soil conservation district. The information received from the county engineer, the soil conservation district, and other agencies regarding the site grading plan shall be considered by the planning and zoning commission and/or the board of county commissioners in preparing the conditions of approval or reasons for denial of the applications. The Valley County Engineer or assigns shall approval all site grading and stormwater management plans prior to earthwork being don on-site.
2. For subdivisions, preliminary site grading plans and stormwater management plans must be presented for review and approval by the commission as part of the conditional use permit application. However, prior to construction of the infrastructure, excavation, or recordation of the final plat, the final plans must be approved by the county engineer or assigns.
3. For purposes of sizing stormwater basin permanent management facilities (excluding first flush water quality treatment facilities), Drainage Peak Flow Calculations shall use the Soil Conservation Service (SCS) method as preferred, but the Rational Method is acceptable for smaller areas

(generally 100 acres or less). See VCC 9-6-6C for requirements that apply to detention basins within the Riparian Area Overlays.

- a. Public Roads Require: 100-yr storm event for major roads, bridges, etc. and 50-year for all other facilities.
 - b. Private Roads Require: 100-yr storm event for major roads, bridges, etc. and 25-year event for all other facilities.
 - c. Site Development not directly specified shall use the 25-year storm event.
- F. Land Surfaces Not Used For Roads, Buildings And Parking: All land surfaces not used for roads, buildings and parking shall be covered either by natural vegetation, other natural and undisturbed open space, or landscaping.
- G. Stormwater Management Plan: Prior to issuance of building permits, the administrator must receive a certification from the developer's engineer verifying that the stormwater management plan has been implemented according to approved plans.
- H. Riparian Area Overlay: Grading within the Riparian Area Overlay is regulated by provisions of section 9-6-6 of this title. A permit, if required, shall be part of the conditional use permit.

9-5A-2: ROADS AND DRIVEWAYS:

- A. Roads For Public Dedication And Maintenance: Roads for public dedication and maintenance shall be designed and constructed in accordance with title 10 of this code and in accordance with "Construction Specifications And Standards For Roads And Streets In Valley County, Idaho".
- B. Access Roads Or Driveways: Residential developments, civic or community service uses, and commercial uses shall have at least two (2) access roads or driveways to a public street wherever practicable.
- C. Private Roads: Private roads shall meet the provisions of the Valley County subdivision ordinance and any policies adopted by the board of county commissioners.
- D. Cattle Guards: Cattle guards shall not be installed in public roads within residential developments.
- E. Access To Highway 55: Access to Highway 55 shall be limited at all locations and may be prohibited where other access is available. An access permit from the Idaho transportation department may be required.

9-5A-4: LANDSCAPING:

9-5A-5: FENCING:

- C. Livestock In Residential Development: If livestock are allowed in a residential development, then fencing shall be installed to keep livestock out of public street rights of way. Cattle guards shall not be installed in public roads within residential developments.
- E. Construction And Materials: Fence construction and materials shall be in accordance with commonly accepted good practices to produce a neat appearing durable fence. The location, height, and materials used for constructing a fence shall be approved by the commission and specified in the conditional use permit. Fences required for any conditional use shall be maintained in good repair.
- F. Conditional Use Adjoins Agricultural Uses: Where a conditional use adjoins an agricultural use where animal grazing is known to occur for more than thirty (30) consecutive days per year, the permittee shall cause a fence to be constructed so as to prevent the animals from entering the use area. The permittee shall provide for the maintenance of said fence through covenants, association documents, agreement(s) with the adjoining owner(s), or other form acceptable to the commission prior to approval of the permit so that there is reasonable assurance that the fence will be maintained in functional condition so long as the conflicting uses continue.
- G. Obstruction Of Vision: Sight obscuring fences, hedges, walls, latticework, or screens shall not be constructed in such a manner that vision necessary for safe operation of motor vehicles or bicycles on or entering public roadways is obstructed.

9-5A-6: UTILITIES:

- A. Direct Access Required: All lots or parcels, for or within conditional uses, shall be provided, or shall have direct access to, utility services including telephone, electrical power, water supply, and sewage disposal.
- B. Central Water Supply And Sewage Systems: Central water supply and sewage systems serving three (3) or more separate users shall meet the requirements of design, operation, and maintenance for central water and sewage systems in the subdivision ordinance.
- C. Probability Of Water Supply: Probability of water supply, as referred to in subsection A of this section, can be shown by well logs in the general area or by a determination of a professional engineer, hydrologist, or soil scientist.
- D. Individual Septic Systems: If individual septic systems are proposed to show compliance with sewage disposal requirements in subsection A of this section, sanitary restrictions must be lifted on every lot prior to recordation unless it is designated as a lot where a building permit will never be issued for a residential unit, such as pasture lot, common area, open space, or a no build lot.
- E. Easements Or Rights Of Way: Easements or rights of way shall be set aside or dedicated for the construction and maintenance of utilities in accordance with the provisions of the subdivision ordinance.
- F. Utility Plan: A utility plan showing the schedule of construction or installation of proposed utilities shall be a part of the conditional use permit.

9-5B-2: LIGHTING

9-5B-4: EMISSIONS:

- C. Wood Burning Devices: Wood burning devices shall be limited to one per site. Wood burning devices shall be certified for low emissions in accordance with EPA standards.

9-5C-2: MINIMUM LOT AREA:

- B. New Subdivisions:
 - 1. Single-Family Residences: New subdivisions for single-family residences shall provide the following minimum lot sizes:
 - a. One acre where individual sewage disposal systems and individual wells are proposed.
- C. Frontage On Public Or Private Road: Frontage on a public or private road shall not be less than thirty feet (30') for each lot or parcel. The lot width at the front building setback line shall not be less than ninety feet (90').

9-5C-5: SITE IMPROVEMENT:

- A. Off Street Parking Spaces: Two (2) off street parking spaces shall be provided for each dwelling unit. These spaces may be included in driveways, carports, or garages.
- B. Utility Lines: All utility lines, including service lines, that are to be located within the limits of the improved roadway in new residential developments must be installed prior to placing the leveling coarse material.

9-5C-6: DENSITY:

- A. The density of any residential development or use requiring a conditional use permit shall not exceed two and one-half (2.5) dwelling units per acre, except for planned unit developments or long-term rentals. Long-term rental density can be determined by the Planning and Zoning Commission in regards to compatibility with surrounding land uses and will require a deed restriction.
- B. Density shall be computed by dividing the total number of dwelling units proposed by the total acreage of land within the boundaries of the development. The area of existing road rights of way on the perimeter of the development and public lands may not be included in the density computation.

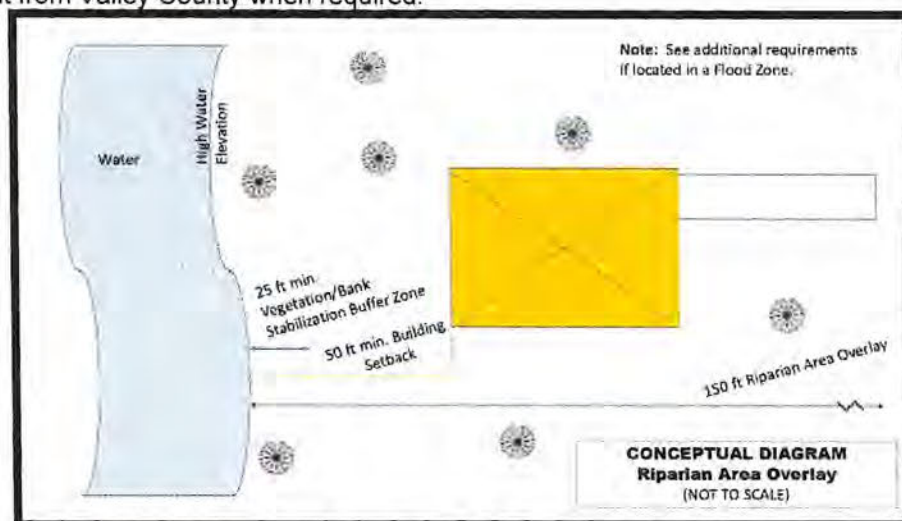
9-6-6: Riparian Area Overlay

- A. Purpose: The purpose of this special overlay is to protect the health and safety of the public, and to minimize damage to property and fragile ecologies by preventing surface and ground water pollution along with protection of waterbodies. It will also serve to protect water quality.

B. Areas of Application: The standards and procedures for riparian areas shall apply to those lands which are within 150 feet of any lake, pond, river, or year-round flowing creek or stream.

C. Standards:

1. Setback shall be 50' from high water line for residential buildings and appurtenant structures and 100' for all other buildings and appurtenant structures. If a lot was platted prior to adoption of this standard and there is no area to construct, a variance may be granted by administrators if runoff control measures as prepared by the applicant are recommended for approval by the Valley County Engineer based on stormwater standards.
2. Prior to any excavation or construction, the property owner, general contractor or the responsible party shall provide proof of stormwater certification training or responsible person training. Training and certification must be on an approved training provider list that can be obtained at the Valley County Building Department.
3. Stormwater detention basins, retention basins, swales or other techniques shall be used when recommended or required by the Valley County Engineer.
 - a. Basins must be designed and sized to filter or infiltrate runoff from the construction site and permanent drainage.
 - b. Basins must be designed to accommodate the "first-flush" volume sized to capture the runoff from the initial rainfall depth most responsible for pollutant loading. The "first-flush" volume design storm depth is defined herein as 0.77-inch of rainfall (24-hour 95th-percentile storm).
 - c. For purposes of sizing stormwater basin permanent management facilities (excluding first flush water quality treatment facilities), Drainage Peak Flow Calculations shall use the Soil Conservation Service (SCS) method as preferred, but the Rational Method is acceptable for smaller areas (generally 100 acres or less)
 - d. The storm duration is a 1-hour event when using the Rational Method, or a 24-hour event when using the SCS method.
 - e. Basin design shall be approved by the Valley County Engineer and inspected by the Valley County building department or other qualified inspectors assigned to such duties. Special inspections may be needed in some instances. The applicant's engineer shall also submit a certification that the approved plan was implemented prior to final occupancy.
 - f. Basin design shall comply with Idaho Department of Water Resources (IDWR) water rights requirements.
4. There shall be no filling or dredging of lake bottoms, rivers, or wetlands without proper jurisdictional permits, i.e. IDWR, USACE, Valley County, etc.
5. There shall be no excessive clearing of vegetation.
6. Stormwater harvest and infiltration techniques are encouraged.
7. Riprap for shoreline protection is allowed with the proper turbidity controls and permits from appropriate jurisdictions (IDWR, USACE, USBR, IDL, etc), including a Floodplain Development Permit from Valley County when required.



100' ft min. Building Setback for all other buildings.

TITLE 10 SUBDIVISION REGULATIONS

10-1-4: PROPERTY WITHIN ONE MILE OF CITY LIMITS:

In those instances when the subdivision of land considered by the county planning and zoning commission describes property situated within one mile outside the limits or impact area of any incorporated city, the application shall also be submitted by the administrator to said city for review of the continuity of proposed street patterns, street widths, public infrastructure, drainage provisions or other appropriate standard, and receive a recommendation from the council of said city before a decision is made by the planning and zoning commission. If no recommendation is given by the city council within forty five (45) days of receipt of an application, it will be assumed that there are no issues with the subdivision.

10-4-3: LOTS:

- A. Size, Depth, Shape, Orientation And Setback Lines: The lot size, width, depth, shape and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated. **Every lot shall abut upon a street.** Corner lots for residential use shall have extra width to permit appropriate building setbacks from, and orientation to, both streets.
- B. Double Frontage And Reverse Frontage Lots: Double frontage, and reverse frontage lots, shall be avoided, except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. A screening easement of at least ten feet (10'), and across which there shall be no right of access, shall be provided along the line of lots abutting such a traffic artery or other disadvantageous use.
- C. Side Lot Lines: Side lot lines shall be within twenty degrees (20°) of right angles or radial to street lines.

10-4-6: EASEMENTS:

- A. **Utility Easements:** There shall be provided easements for the utilities upon and across the front of lots of a width of a minimum of twelve feet (12') (except for entrance service) or as and where considered necessary by the commission.
- B. Stormwater Easement Or Drainage Right Of Way: Where a subdivision is crossed or bounded by a watercourse, drainageway, channel, irrigation ditch, or stream there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of such watercourse, and such further width or construction, or both, as will be adequate for the purpose.
- C. Drainage: Provisions for adequate drainage shall be made by the subdivider as prescribed by the county engineer in accordance with the manual containing the drainage standards and specifications as adopted by Valley County.
- D. Existing Easements: All existing easements must be shown on the subdivision plat.

10-5-1: STREET AND UTILITY IMPROVEMENTS:

- A. **Installation Required:** Public street, utility, conduit for fiber optics, and other off site improvements, as hereinafter listed, shall be installed in each new subdivision at the subdivider's expense or at the expense of the party agreeing to install the same, in accordance with the minimum standards set forth below prior to the acceptance of any final plat for recordation, except as provided in subsections C and D of this section. A right of way permit will be required (see section 5-7-2 of this code).
- B. Acceptance By County: The county shall not accept the dedication of any public rights of way and any easements shown on the plat, together with appurtenant facilities lying therein which the county would have a duty to maintain after dedication, which are not improved, or construction thereof guaranteed in accordance with the provisions of this title or with the policies, standards, designs and specifications set forth in the road and street specifications adopted by Valley County. The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed. All plats shall contain in their notes this statement: "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."

Dedication of public rights-of-way does not guarantee that the public road will be maintained by Valley County. Public rights of way are allowed with roads that are maintained by homeowners. Public rights of way shall be provided through properties to adjacent lands for the purpose of circulation, when reasonable.

- C. Private Road Declaration: In the event that private roads, streets and ways are shown on a subdivision plat, the width of the right of way must meet specifications set forth in road and street specifications adopted by the board of county commissioners. A private road declaration shall be recorded and state that the county will have no responsibility for the installation or maintenance of the private roads, shall describe who is responsible for maintenance of the private roads, and describe the construction schedule for the private roads. Construction of private roads shall be the responsibility of the subdivider and shall be constructed to the minimum standards as set forth in the road and street specifications for private roads adopted by the county.
- D. Declaration Of Installation Of Utilities: A declaration of installation of utilities shall also be recorded. The declaration shall describe the utilities that will be placed by the subdivider, verify when the utilities will be installed and state that Valley County will have no responsibility for the installation or maintenance of utilities. If all utilities are not installed prior to recordation of the plat, a note shall be placed on the face of the plat that states: "Utilities have not been installed at the time of recordation of this plat".
- E. Connection To Public Road Required: The county shall not accept any new subdivision unless the streets within the subdivision, whether public or private, are connected directly to an existing public road. In the event the subdivision is not connected to a public road with an approved minimum standard as determined by the Valley County Road Director, then the subdivider shall construct, or guarantee the construction as provided by this title, a connector road to county standards, either private roads or public roads, which shall provide access to the subdivision. All subdivisions shall be required to be accessed by a road system that meets the minimum standard as determined by the Valley County Road Director. When access has historically been provided through the subdivision to other ownerships, the subdivider shall provide for continuation of the public right of way.

CHAPTER 7 WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

10-7-2: DEFINITIONS

FORESTED: Idaho Code title 38, chapter 1 (Idaho forestry act) defines "forestland" as meaning "any land which has upon it sufficient brush or flammable forest growth of any kind or size, living or dead, standing or down, including debris or growth following a fire or removal of forest products, to constitute a fire menace to life (including animal) or property".

10-7-4: SUBMISSION REQUIREMENTS:

- A. General: All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning commission with their preliminary plat application or planned unit development submittal. The plan shall be submitted to the Wildfire Mitigation Director by Planning and Zoning Staff for review and comments to the Planning and Zoning Commission.
- B. Content: The plan shall be based upon a site specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.
 - 1. Preparation: The plan shall be developed by a "professional" (see definition in section [10-7-2](#) of this chapter). Professionals can be prequalified by the commission and a list will be maintained at the Valley County planning and zoning office.
 - 3. Submittal, Implementation And Verification:
 - a. The plan shall be submitted with the preliminary plat application to the Valley County planning and zoning office.

- b. Planned mitigation work must be completed or financially guaranteed prior to the recordation of the final plat. A schedule for the phased completion of mitigation work may be approved in conjunction with recordation of final plats.
- c. Verification of completed implementation of mitigation actions will be the responsibility of the jurisdictional structural fire district. Where no structural fire district exists, the Valley County sheriff shall appoint a county representative. Each authority will act in conjunction with the Wildfire Mitigation Director.
4. Exceptions: Proposed administrative plats of less than five (5) lots and proposed subdivisions with lands less than twenty percent (20%) "forested" (see definition in section 10-7-2 of this chapter) are exempt from the professional requirement. For proposed subdivisions fitting these descriptions, the developer may complete the plan (see the fire protection form). The plan for an administrative plat can be approved by the administrator upon receiving an approval letter from the Valley County Wildfire Mitigation director in conjunction with the applicable fire district.
5. Cost: The cost and implementation of the plan preparation shall be the responsibility of the applicant.
6. Plan Retention: The approved plan shall be retained at the Valley County planning and zoning office and the jurisdictional fire district or designated agency where no fire district exists.

SUMMARY:

Staff's compatibility rating is a +22.

The Planning and Zoning Commission should do their own compatibility rating prior to the meeting (form with directions attached). Be prepared to submit your compatibility rating or state which lines on staff's compatibility rating needs to be changed.

STAFF COMMENTS / QUESTIONS:

1. This site is within the McCall Fire District, Water District 65, Lake Irrigation District, and a herd district.
2. VCC 9-5C-2C requires 30-ft of road frontage on each lot. The lot width at the front building setback line shall not be less than 90-ft. Lot lines will need to be adjusted if Johnson Lane is not extended.
3. Approval of SUB 26-011 would include approval of the shared driveway.
4. P&Z Commission may want to think about requiring right-of-way to be provided along southern boundary to the property to the west at 35' from property line to allow for the lengthening of Johnson Ln in the future.
5. The pond is not shown on the preliminary plat nor mentioned in application question 10e.
 - What is the applicant's intention for this pond? Additional excavation? Fish?
 - Are there existing water rights from IDWR for the pond?
6. The application states on page 10 that the US Army Corps of Engineers has permitted the wetland disturbance by the road crossing. The applicant shall submit this permit to Staff prior to final plat.
7. Utilities easements shall be provided across the front of both lots. VCC 10-4-6A
8. Additional plat notes will be needed on the final plat. Plat Note 3 needs corrected.
9. The application states the name is Starview Estates; the plat states Starview Subdivision. Which name does the applicant want to use?

Question to P&Z Commission:

1. Does this subdivision meet the minimum standards in Title 9, Chapter 5, of the Valley County Code in regards to frontage, lot size, etc.? If not, which ones does it not comply with?
2. Does this subdivision meet the minimum standards in Title 10 of the Valley County Code in regards to the access road, etc.?
3. Are impacts being properly mitigated? If not, which impacts are not mitigated?

Standard of Approval:

1. Will the application result in an increase in value of private property? VCC 9-5-2(B)(3).
2. Will the approval of the application result in an undue adverse impact on the environment? VCC 9-5-2(B)(3).
3. Will the approval of the application result in an undue adverse impact on adjoining properties? VCC 9-5-2(B)(3).
4. Will the approval of the application result in an undue adverse impact on governmental services? VCC 9-5-2(B)(3).
5. Is the application consistent with the Valley County Comprehensive Plan? VCC 9-5-2(B)(3).
6. Conditional uses may be approved only after a C.U.P. has been evaluated to determine that the impacts can be mitigated through conformance with conditions of approval. VCC 9-5-2(A).

These six standards should be a significant focus of attention during the public hearing and deliberations because they need to be resolved in order to justify approval. VCC 9-5-1(C) directs the decision-making body to encourage conditional uses where noncompatible aspects of the application can be satisfactorily mitigated through development agreements for the costs to service providers and impacts to surrounding land uses. Because mitigation measures are a requirement of approval the applicant needs to understand that he/she will be required to perform some off-site improvements. They are not mandatory but without them the application cannot satisfy the mitigation of impacts requirement and would be denied under the ordinance.

ATTACHMENTS:

- Proposed Conditions of Approval
- Blank Compatibility Evaluation and Instructions
- Compatibility Evaluation by Staff
- Location Map
- Aerial Map
- Image from Google Maps
- Photos taken June 18, 2026
- Assessor Plat – T.16N R.3E Section 29
- ROS 14-025 Sheet 3
- Preliminary Plat
- Access Easement Instrument # 429031
- Applicant's email dated June 16, 2026
- Responses

- Standard Final Plat Notes and Standard Recommended CCRs
- Lake Irrigation District Handout
- Lighting Handout
- Septic Handout

Proposed Conditions of Approval

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
4. A Development Agreement may be required for mitigation of off-site impacts. The applicant shall work with the Valley County Road Director and Planning and Zoning Director on an agreement for off-site infrastructure improvements that will be approved by the Board of County Commissioners.
5. The final plat shall be recorded within two years, or this permit will be null and void.
6. If the road right-of-way is approved by the Board of County Commissioners, the applicant shall prepare a deed from the applicant to Valley County for the transfer of road right-of-way for Johnson Lane.
7. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.
8. A letter of approval is required from McCall Fire District for the final plat and shared driveway.
9. A letter of approval of the Wildland Urban Interface Fire Protection Plan is required from the Valley County Wildfire Mitigation Director or assignee prior to recording the plat.
10. The U.S. Army Corps of Engineers permit shall be submitted to Staff prior to recording final plat.
11. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.
12. Fertilizer on lawns shall be wildlife friendly and not contribute to degradation of water quality.
13. Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.
14. All easements shall be shown on the final plat.
15. Shall contact McCall U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery to this development is appropriate.
16. Standard Plat Notes shall be included on the final plat.
17. CCR's, if recorded, shall include Standard Conditions of Approval for CCRs.

END OF STAFF REPORT

Compatibility Questions and Evaluation

Matrix Line # / Use: _____

Prepared by: _____

YES/NO X Response
Value

Use Matrix Values:

(+2/-2) X 4 _____

1. Is the proposed use compatible with the dominant adjacent land use?

(+2/-2) X 2 _____

2. Is the proposed use compatible with the other adjacent land uses (total and average)?

(+2/-2) X 1 _____

3. Is the proposed use generally compatible with the overall land use in the local vicinity?

Site Specific Evaluation (Impacts and Proposed Mitigation)

(+2/-2) X 3 _____

4. Is the property large enough, does the existence of wooded area, or does the lay of the land help to minimize any potential impacts the proposed use may have on adjacent uses?

(+2/-2) X 1 _____

5. Is the size or scale of proposed lots and/or structures similar to adjacent ones?

(+2/-2) X 2 _____

6. Is the traffic volume and character to be generated by the proposed use similar to the uses on properties that will be affected by proximity to parking lots, on-site roads, or access roads?

(+2/-2) X 2 _____

7. Is the potential impact on adjacent properties due to the consuming or emission of any resource or substance compatible with that of existing uses?

(+2/-2) X 2 _____

8. Is the proposed use compatible with the abilities of public agencies to provide service or of public facilities to accommodate the proposed use demands on utilities, fire and police protection, schools, roads, traffic control, parks, and open areas?

(+2/-2) X 2 _____

9. Is the proposed use cost effective when comparing the cost for providing public services and improving public facilities to the increases in public revenue from the improved property?

Sub-Total (+) _____

Sub-Total (--) _____

Total Score _____

The resulting values for each questions shall be totaled so that each land use and development proposal receives a single final score.

9-11-1: APPENDIX A, COMPATIBILITY EVALUATION:

- A. General: One of the primary functions of traditional zoning is to classify land uses so that those which are not fully compatible or congruous can be geographically separated from each other. The county has opted to substitute traditional zoning with a multiple use concept in which there is no separation of land uses. Proposed incompatible uses may adversely affect existing uses, people, or lands in numerous ways: noise, odors, creation of hazards, view, water contamination, loss of needed or desired resources, property values, or infringe on a desired lifestyle. To ensure that the county can continue to grow and develop without causing such land use problems and conflicts, a mechanism designed to identify and discourage land use proposals which will be incompatible at particular locations has been devised. The compatibility evaluation of all conditional uses also provides for evaluations in a manner which is both systematic and consistent.
- B. Purpose; Use:
1. The compatibility rating is to be used as a tool to assist in the determination of compatibility. The compatibility rating is not the sole deciding factor in the approval or denial of any application.
 2. Staff prepares a preliminary compatibility rating for conditional use permits, except for conditional use permits for PUDs. The commission reviews the compatibility rating and may change any value.
- C. General Evaluation: Completing the compatibility questions and evaluation (form):
1. All evaluations shall be made as objectively as possible by assignment of points for each of a series of questions. Points shall be assigned as follows:
 - Plus 2 - assigned for full compatibility (adjacency encouraged).
 - Plus 1 - assigned for partial compatibility (adjacency not necessarily encouraged).
 - 0 - assigned if not applicable or neutral.
 - Minus 1 - assigned for minimal compatibility (adjacency not discouraged).
 - Minus 2 - assigned for no compatibility (adjacency not acceptable).
 2. Each response value shall be multiplied by some number, which indicates how important that particular response is relative to all the others. Multipliers shall be any of the following:
 - x4 - indicates major relative importance.
 - x3 - indicates above average relative importance.
 - x2 - indicates below average relative importance.
 - x1 - indicates minor relative importance.
- D. Matrix - Questions 1 Through 3: The following matrix shall be utilized, wherever practical, to determine response values for questions one through three (3). Uses classified and listed in the left hand column and across the top of the matrix represent possible proposed, adjacent, or vicinity land uses. Each box indicates the extent of compatibility between any two (2) intersecting uses. These numbers should not be changed from proposal to proposal, except where distinctive uses arise which may present unique compatibility considerations. The commission shall determine whether or not there is a unique consideration.
- E. Terms:
- DOMINANT ADJACENT LAND USE:** Any use which is within three hundred feet (300') of the use boundary being proposed; and
1. Comprises at least one-half (1/2) of the adjacent uses and one-fourth (1/4) of the total adjacent area; or
 2. Where two (2) or more uses compete equally in number and are more frequent than all the other uses, the one with the greatest amount of acreage is the dominant land use; or
 3. In all other situations, no dominant land use exists. When this occurs, the response value shall be zero.
- LOCAL VICINITY:** Land uses within a one to three (3) mile radius. The various uses therein should be identified and averaged to determine the overall use of the land.
- F. Questions 4 Through 9:
1. In determining the response values for questions 4 through 9, the evaluators shall consider the information contained in the application, the goals and objectives of the comprehensive plan, the provisions of this title and related ordinances, information gained from an actual inspection of the site, and information gathered by the staff.
 2. The evaluator or commission shall also consider proposed mitigation of the determined impacts. Adequacy of the mitigation will be a factor.

APPENDIX A

MATRIX FOR RATING

QUESTIONS 1, 2, and 3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1. AGRICULTURAL																							
2. RESIDENCE, S.F.	+2																						
3. SUBDIVISION, S.F.	-1	+2																					
4. M.H. or R.V. PARK	-2	+1	+1																				
5. RESIDENCE, M.F.	-2	+1	+1	+1																			
6. SUBDIVISION, M.F.	-2	+1	+1	+1	+2																		
7. P.U.D., RES.	-2	+1	+1	+1	+2	+2																	
8. REL, EDUC & REHAB	+1	+2	+1	+1	+1	+1																	
9. FRAT or GOV'T	+1	+1	+1	+1	+1	+1	+1																
10. PUBLIC UTIL (1A-3.1)	+1	-1	-1	-1	-1	-1	+1	+1															
11. PUBLIC REC	+1	+2	+2	+2	+2	+2	-1	-1	+1														
12. CEMETERY	+2	+1	+1	+1	+1	+1	+2	+2	+2	+1													
13. LANDFILL or SWR. PLANT	+1	-2	-2	-2	-2	-2	-2	-2	-1	-1	+1												
14. PRIV. REC. (PER)	+1	+1	+1	+1	+1	+1	-1	-1	+1	+1	+1	-1											
15. PRIV. REC. (CON)	-1	-1	-1	-1	-1	-1	-1	-1	+1	+1	+1	-1	+1										
16. NEIGHBORHOOD BUS.	-1	+1	+1	+1	+1	+1	+2	+1	+1	+1	+1	-2											
17. RESIDENCE BUS.	+2	+2	+2	+1	+1	+1	+2	+1	-1	+2	+1	-2	+1	-2									
18. SERV. BUS.	-1	+1	+1	+1	+1	+1	+1	+1	+1	+1	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2
19. AREA BUS.	-2	-1	-1	-1	-1	-1	+1	+1	+1	+1	+1	-2	+1	-2	+1	-2	+1	-2	+1	-2	+1	-2	+1
20. REC BUS.	-2	+2	+2	+1	+1	+1	-1	-1	+1	+1	+1	-1	+1	+1	+1	+1	+1	+1	+1	+1	+1	+1	+1
21. LIGHT IND.	+1	+1	+1	+1	+1	+1	+1	+1	+1	+1	+1	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2	+2
22. HEAVY IND.	+2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2
23. EXTR. IND.	+2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2	-2
RESIDENTIAL USES																							
CIVIC or COMMUNITY SERVICE USES																							
COMMERCIAL USES																							
INDUST. USES																							

RATE THE SOLID SQUARES AS +2

Compatibility Questions and Evaluation

Matrix Line # / Use: #3

Prepared by: CH

YES/NO X Response Value

Use Matrix Values:

(+2/-2) -1 X 4 -4

1. Is the proposed use compatible with the dominant adjacent land use?

Agricultural

(+2/-2) +2 X 2 +4

2. Is the proposed use compatible with the other adjacent land uses (total and average)?

S.F. Subdivision

(+2/-2) +1 X 1 +1

3. Is the proposed use generally compatible with the overall land use in the local vicinity?

Max of 1+2

Site Specific Evaluation (Impacts and Proposed Mitigation)

(+2/-2) +1 X 3 +3

4. Is the property large enough, does the existence of wooded area, or does the lay of the land help to minimize any potential impacts the proposed use may have on adjacent uses?

It is large enough but flat

(+2/-2) +2 X 1 +2

5. Is the size or scale of proposed lots and/or structures similar to adjacent ones?

Yes

(+2/-2) +2 X 2 +4

6. Is the traffic volume and character to be generated by the proposed use similar to the uses on properties that will be affected by proximity to parking lots, on-site roads, or access roads?

Yes

(+2/-2) +2 X 2 +4

7. Is the potential impact on adjacent properties due to the consuming or emission of any resource or substance compatible with that of existing uses?

Yes

(+2/-2) +2 X 2 +4

8. Is the proposed use compatible with the abilities of public agencies to provide service or of public facilities to accommodate the proposed use demands on utilities, fire and police protection, schools, roads, traffic control, parks, and open areas?

Yes

(+2/-2) +2 X 2 +4

9. Is the proposed use cost effective when comparing the cost for providing public services and improving public facilities to the increases in public revenue from the improved property?

Yes

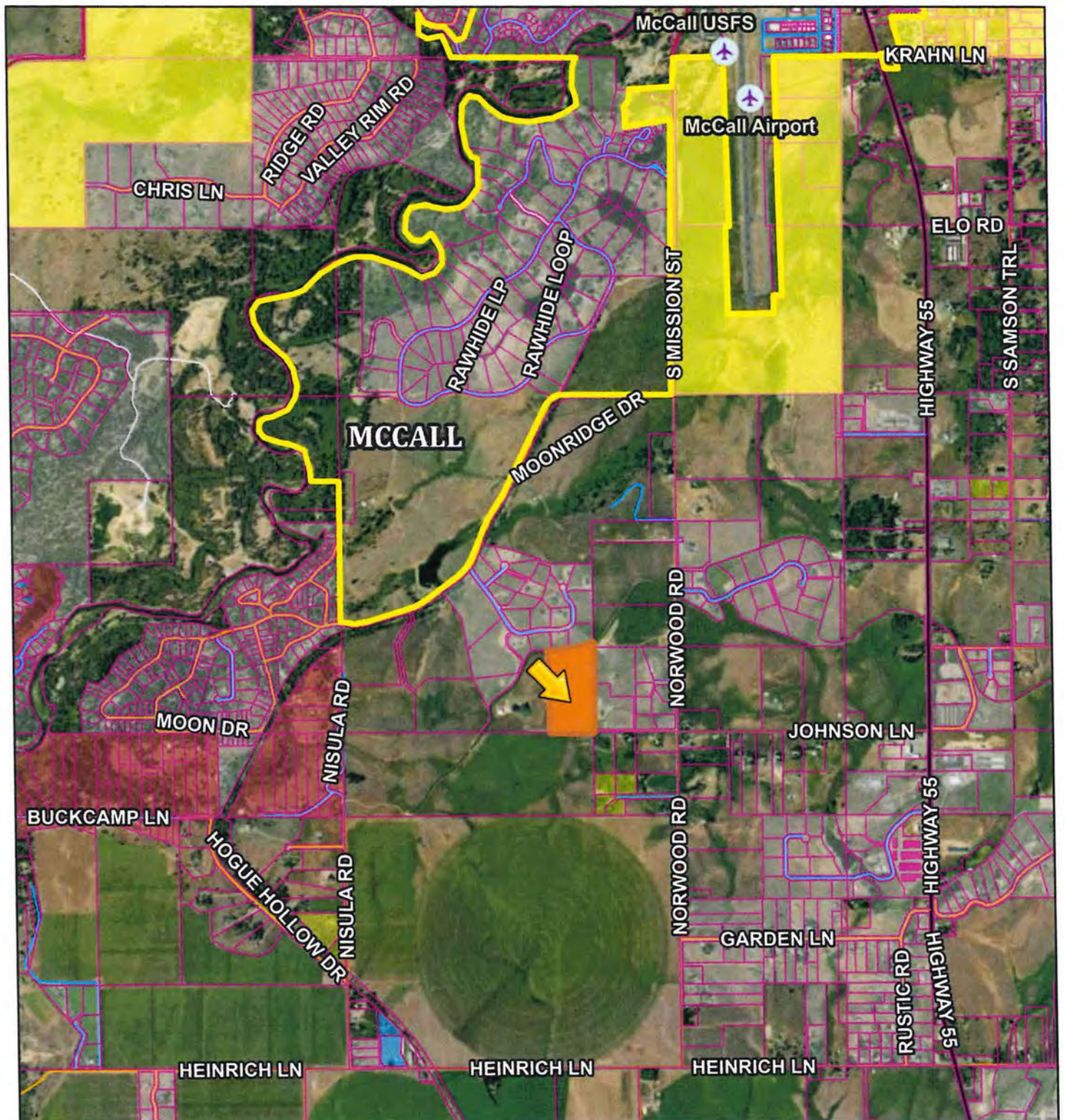
Sub-Total (+) 26

Sub-Total (--) 4

Total Score +22

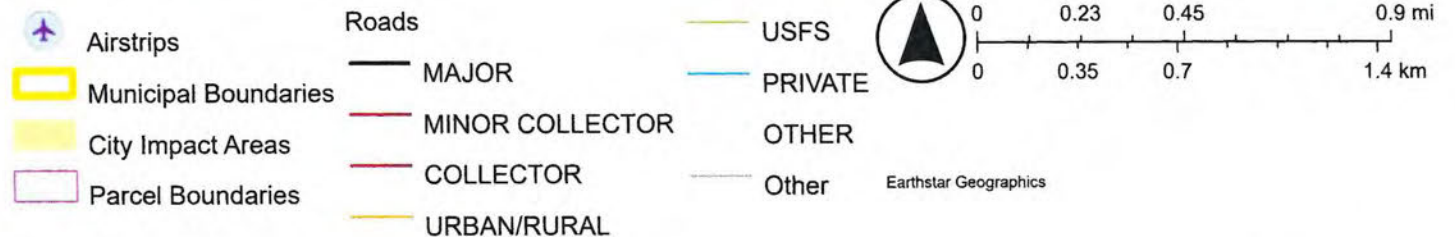
The resulting values for each questions shall be totaled so that each land use and development proposal receives a single final score.

SUB 26-010 Location Map

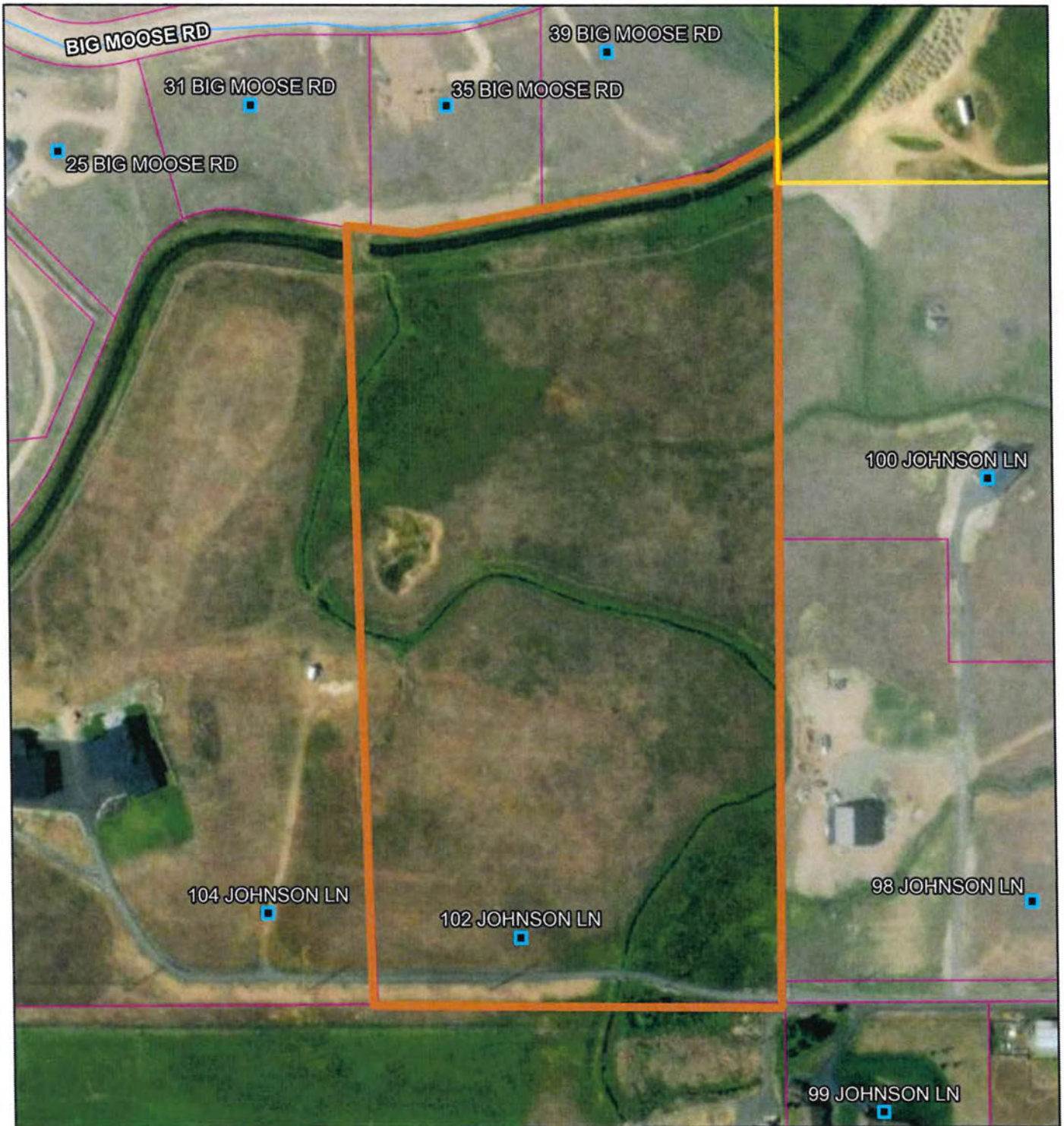


6/1/2026, 10:31:00 AM

1:37,158

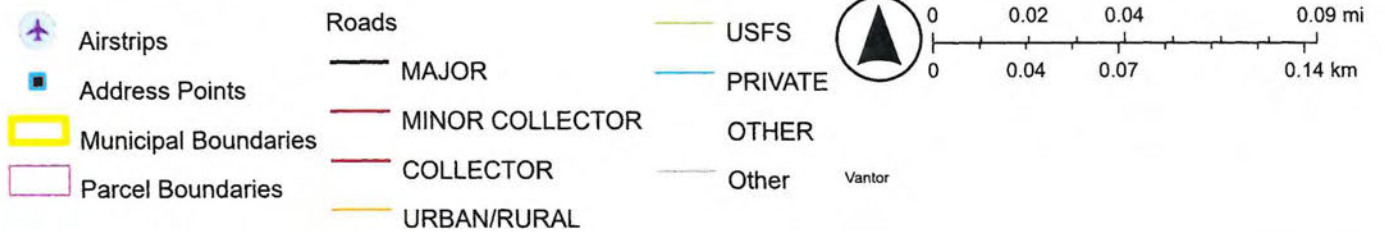


SUB 26-010 Aerial Map

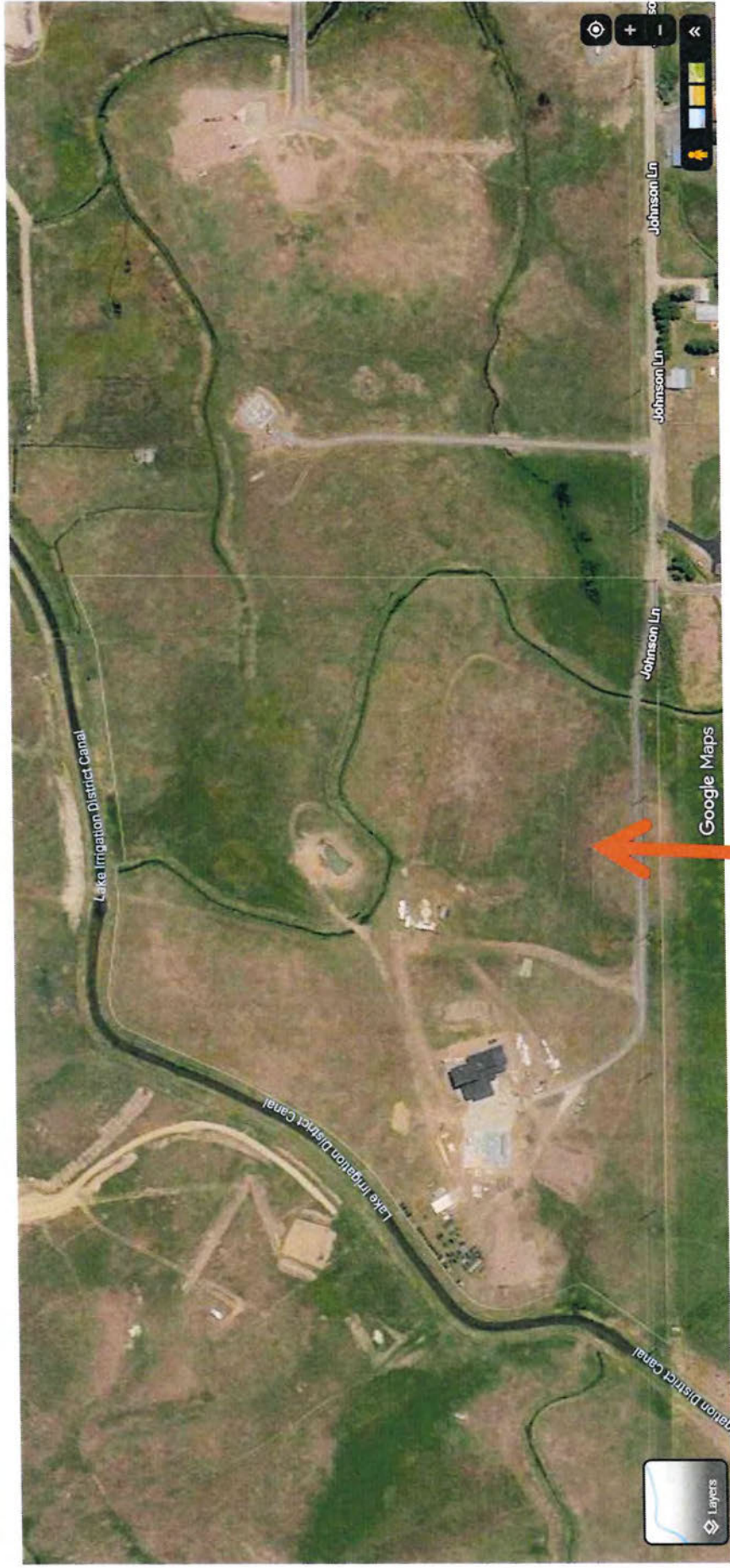


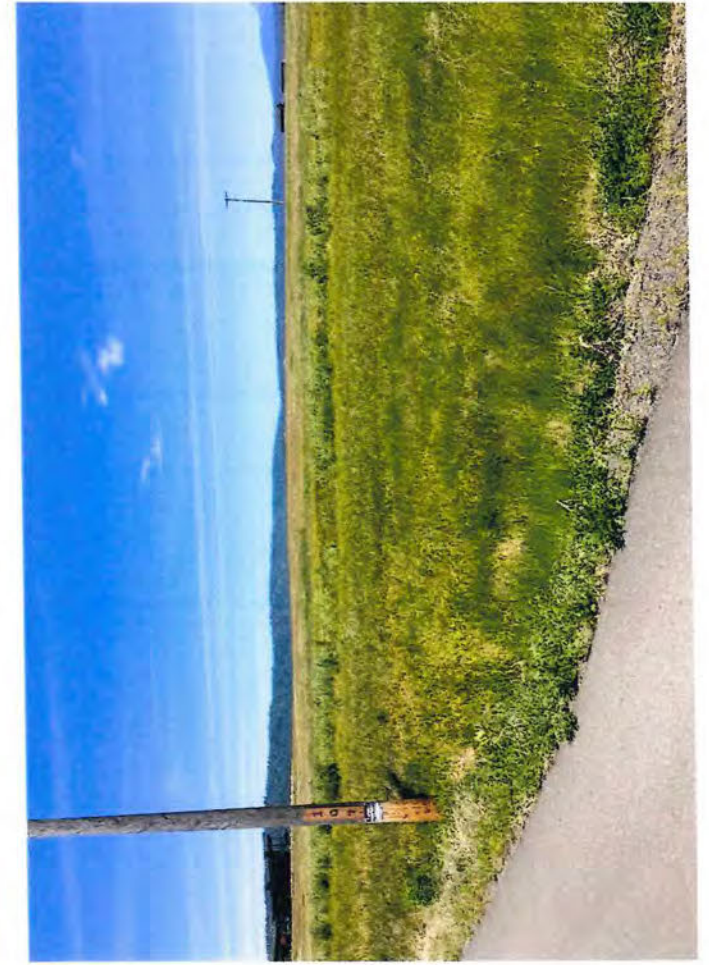
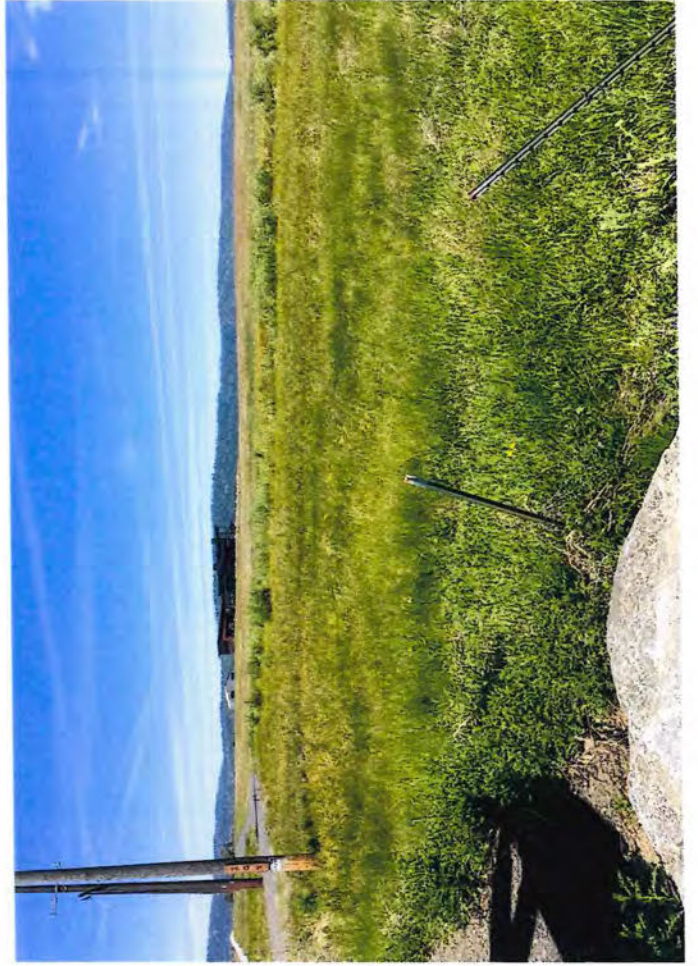
6/1/2026, 10:27:37 AM

1:3,838



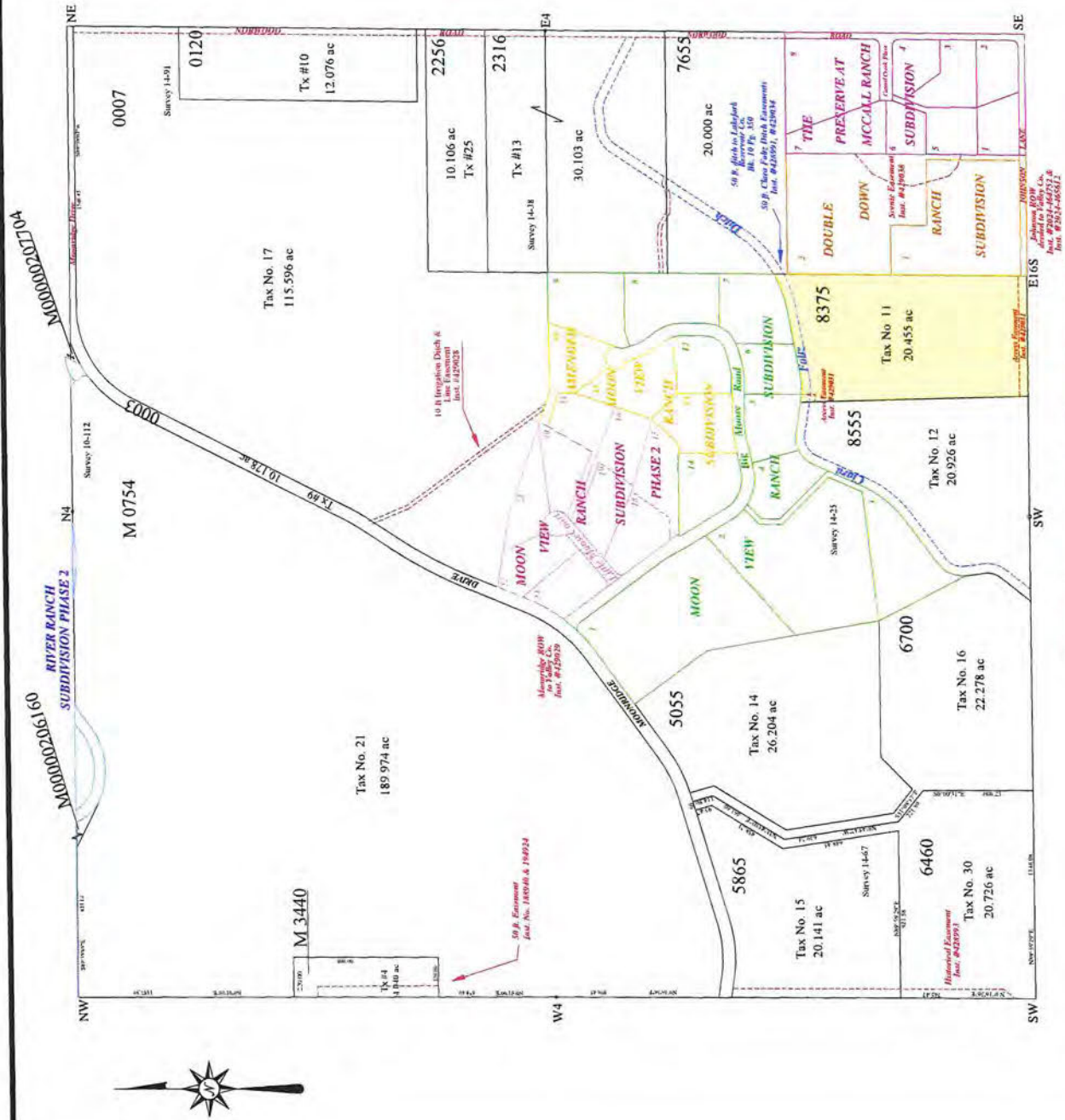
Google Maps – Aerial View





TWP. 18N R03E SEC. 29

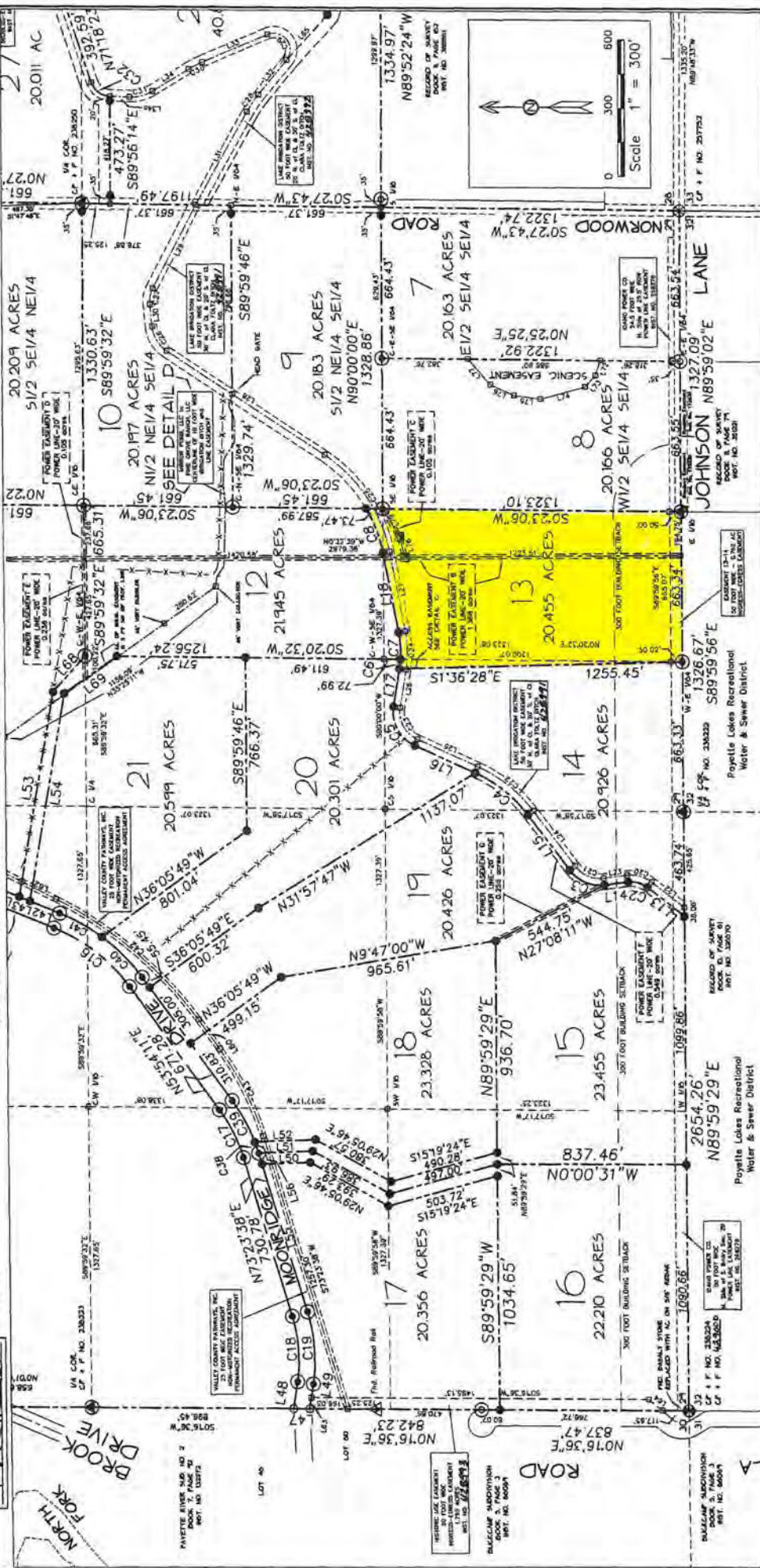
Filename: Valley County Base Map
Scale: 1" = 1 mile
Date: 8/19/2025
Drawn by: L. Frederick



BK14 Pg 25

RECORD OF SURVEY
Situating in
Sections 28 and 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
THE MCCALL RANCH
DEBOER and MIRROR POND, LLC

SKIFTON LAND SURVEYING, INC.
13784 HIGHWAY 55
MCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475



Curve Table

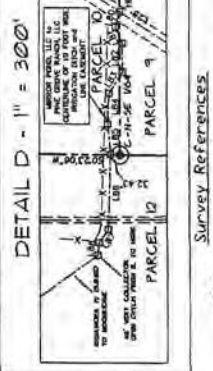
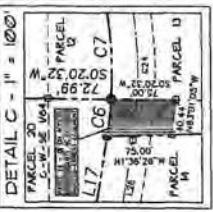
STATION	BEARING	DISTANCE	CHORD	ANGLE	CHORD	ANGLE
13+00	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+10	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+20	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+30	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+40	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+50	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+60	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+70	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+80	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+90	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"

Line Table

STATION	BEARING	DISTANCE	CHORD	ANGLE	CHORD	ANGLE
13+00	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+10	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+20	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+30	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+40	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+50	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+60	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+70	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+80	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"
13+90	N 117° 15' 00" E	100.00	100.00	0° 00' 00"	100.00	0° 00' 00"

- LEGEND**
- client boundary line
 - section boundary line
 - edge of traveled way
 - proposed easement lines
 - existing fence lines
 - found monument as noted
 - found R.O.W. monument
 - found brass cap
 - set aluminum cap
 - set 5/8" rebar w/ cap
 - found 5/8" rebar
 - calc. point, nothing set
 - found aluminum cap
 - found 5/8" rebar
 - found 5/8" rebar
 - power pole

I, Rod M. Skifton, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.



Survey References

PLAT: 1. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

2. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

3. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

4. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

5. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

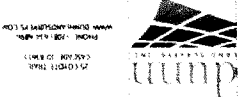
6. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

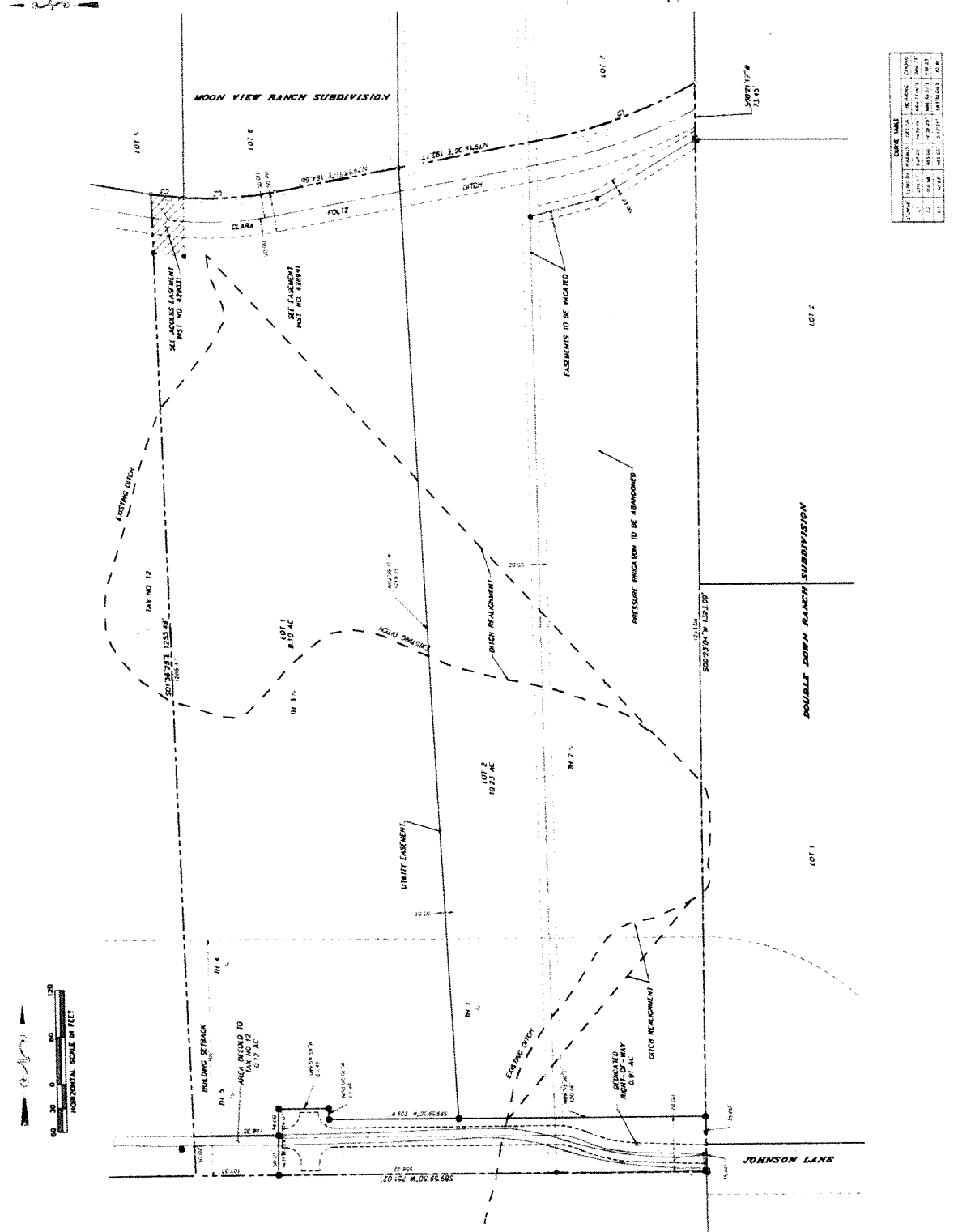
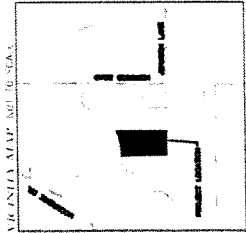
7. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

8. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

9. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

10. Rod M. Skifton, a Professional Land Surveyor, No. 9885, dated 6-3-2020, is hereby certified that this plat was prepared from notes taken during an actual survey, made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

		PROJECT MOON VIEW RANCH SUBDIVISION LOCATED IN TAX NO. 11 IN THE SE 1/4 OF SECTION 29 T.18N., R.3E., B.M., VALLEY COUNTY, IDAHO	
PRELIMINARY PLAT SHOWING MOON VIEW RANCH SUBDIVISION		SHEET DATA P. & C. CO. CHECKED BY DTD DATE 3/13/2018 FILE NO.	
NO. DESCRIPTION DATE		SHEET 1 of 1	



CUMULATIVE AREA			
LOT	ACRES	FEET	FEET
1	8.10	100.00	100.00
2	8.10	100.00	200.00
3	8.10	100.00	300.00
4	8.10	100.00	400.00
5	8.10	100.00	500.00
6	8.10	100.00	600.00
7	8.10	100.00	700.00
8	8.10	100.00	800.00

DECLARATION OF ACCESS EASEMENT
The McCall Ranch – Crossing Parcel 13 to Parcel 14

THIS DECLARATION OF ACCESS EASEMENT is made by Mirror Pond LLC, an Idaho limited liability company (“**Declarant**”).

ARTICLE 1 - GENERAL

1.1 Property Affected: Declarant owns certain real property in McCall, Valley County Idaho, which is described as follows:

Parcel 13, as the same is shown on the Record of Survey for The McCall Ranch, a copy of which is attached hereto as **Exhibit A**, and as more particularly described at **Exhibit B** attached hereto (“**Parcel 13**”); and,

Parcel 14, as the same is shown on the Record of Survey for The McCall Ranch attached hereto as **Exhibit A**, and as more particularly described at **Exhibit C** attached hereto (“**Parcel 14**”).

Parcel 14 is located adjacent to and west of Parcel 13. Parcel 13 abuts Johnson Lane.

Parcel 14 is accessed by a 50 foot easement that runs from Johnson Lane across Parcel 13 to Parcel 14, which easement is depicted at **Exhibit A** and legally described at **Exhibit D** (“**Access Easement**”).

The northern boundary of Parcel 14 is located north of the Clara Foltz Ditch that crosses Parcel 13 and Parcel 14. An easement will be reserved for the Owner of Parcel 14 to cross the head gate crossing of the Clara Foltz Ditch in the northwest corner of Parcel 13 in order to access the north side of the ditch, which easement is depicted at **Exhibit A** marked “**Access Easement See Detail C**”, and is legally described at **Exhibit E** (“**Head Gate Easement**”).

1.2 Declaration: Declarant hereby declares that Parcel 13 and Parcel 14 are and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance and improvement of Parcel 13 and Parcel 14. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting Parcel 13 and Parcel 14, and shall be binding upon all persons having or acquiring any right, title or interest in Parcel 13 and Parcel 14 or any portion thereof; (ii) shall inure to the benefit of the Parcel 13 and Parcel 14; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest.

ARTICLE 2 - DEFINITIONS

2.1 Owner: The term “**Owner**” shall refer to that person or entity or those persons or entities who hold the ownership interest in the Parcel 13 and Parcel 14, as shown on the records of the County Recorder, Valley County, Idaho.

ARTICLE 3 - EASEMENT

3.1 Easements benefiting Parcel 14:

1. Access Easement. A non-exclusive easement to the Access Easement is reserved for the benefit of Parcel 14, for ingress and egress to Parcel 14 and for the placement of utilities.
2. Conditions of Access Easement.
 - a. The Access Easement is described as a non-exclusive easement because it will be used by the Parcel 13 Owner, and their licensees, guests, invitees, successors and assigns, and by other persons to whom the Parcel 13 Owner may elect to grant rights of use in the Access Easement.
 - b. The portion of the Access Easement that is shared by the Owners of Parcel 13 and Parcel 14 ("**Shared Portion Of The Access**") may require additional improvements in order to meet fire code requirements and to obtain a building permit, including widening the driveway and improving the driving surface.
 - c. The purpose of the Access Easement is to provide access to Parcel 14. The Owner of Parcel 14 may also place their utilities in the Access Easement.
 - d. The cost of construction of the Shared Portion of the Access will be split equally between the Owners of Parcel 13 and Parcel 14. The Owner who constructs the Shared Portion of the Access may provide the other Owner ("**Second Owner To Build**") with copies of invoices for reimbursement when the Second Owner To Build applies for a building permit. If the Second Owner To Build is required to construct expanded improvements due to the use of the driveway by two homes, that additional cost will be shared by both Owners as well. The cost of maintenance and repair of the Shared Portion Of The Access will be shared equally by the Owners of Parcel 13 and Parcel 14, after a building permit is obtained for both Parcels. Cost sharing is not required prior to obtaining a building permit. The cost of construction of the access other than the Shared Portion Of The Access, and installation of utilities for the benefit of Parcel 14 shall be at the expense of the Owner of Parcel 14, as well as the cost of maintenance and repair of the same.
 - e. The Parcel 14 Owner shall indemnify and hold the Parcel 13 Owner harmless regarding, and waive as to the Parcel 13 Owner, any claims of any kind for damages, fees, costs, or relief of any kind whatsoever stemming from or related in any way to use of the Access Easement by the Parcel 14 Owner or their guests, invitees, or agents.
3. Head Gate Easement. A non-exclusive easement to the Head Gate Easement is reserved for the benefit of Parcel 14, for access to the portion of Parcel 14 located north of the Clara Foltz Ditch.
4. Conditions of Head Gate Easement.
 - a. The Head Gate Easement is described as a non-exclusive easement because it will be used by the Parcel 13 Owner, and their licensees, guests, invitees, successors and assigns, and by other persons to whom the Parcel 13 Owner may elect to grant rights of use in the Head Gate Easement.

- b. The purpose of the Head Gate Easement is to provide access to the portion of Parcel 14 located north of the Clara Foltz Ditch.
- c. The Parcel 14 Owner shall indemnify and hold the Parcel 13 Owner harmless regarding, and waive as to the Parcel 13 Owner, any claims of any kind for damages, fees, costs, or relief of any kind whatsoever stemming from or related in any way to use of the Head Gate Easement by the Parcel 14 Owner or their guests, invitees, or agents.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

4.1 **Non-Waiver/Modification:** The failure of a party to demand strict performance of or compliance with this Declaration or any provisions hereof at any time or under any set of circumstances will not be deemed a waiver by such party of its right to demand such performance and compliance at any other time or under any other circumstances. This Declaration may not be changed or modified orally. It may only be modified by a written instrument executed by the owners of Parcel 13 and Parcel 14 and recorded with the Valley County, Idaho Recorder.

4.2 **Attorneys Fees:** In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Declaration, then the prevailing party in such dispute shall be entitled to recover his/her attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date stated by Declarant's signature below.

MIRROR POND LLC,
An Idaho limited liability company

By: *Diane B. DeBoer* Date: 6/3/2020
DIANE B. DeBOER, Manager

STATE OF IDAHO,)

County of Ada)

) ss.

On this 7th day of June, 2020, before me, a Notary Public in and for said State, personally appeared **Diane B. DeBoer** known or identified to me to be the Manager of **Mirror Pond LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

Dany Blayr
NOTARY PUBLIC FOR IDAHO

My Commission Expires:

Exp. 9/29/22

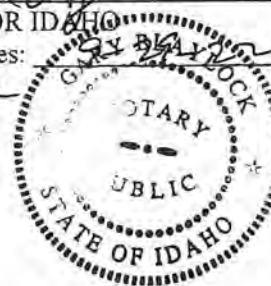
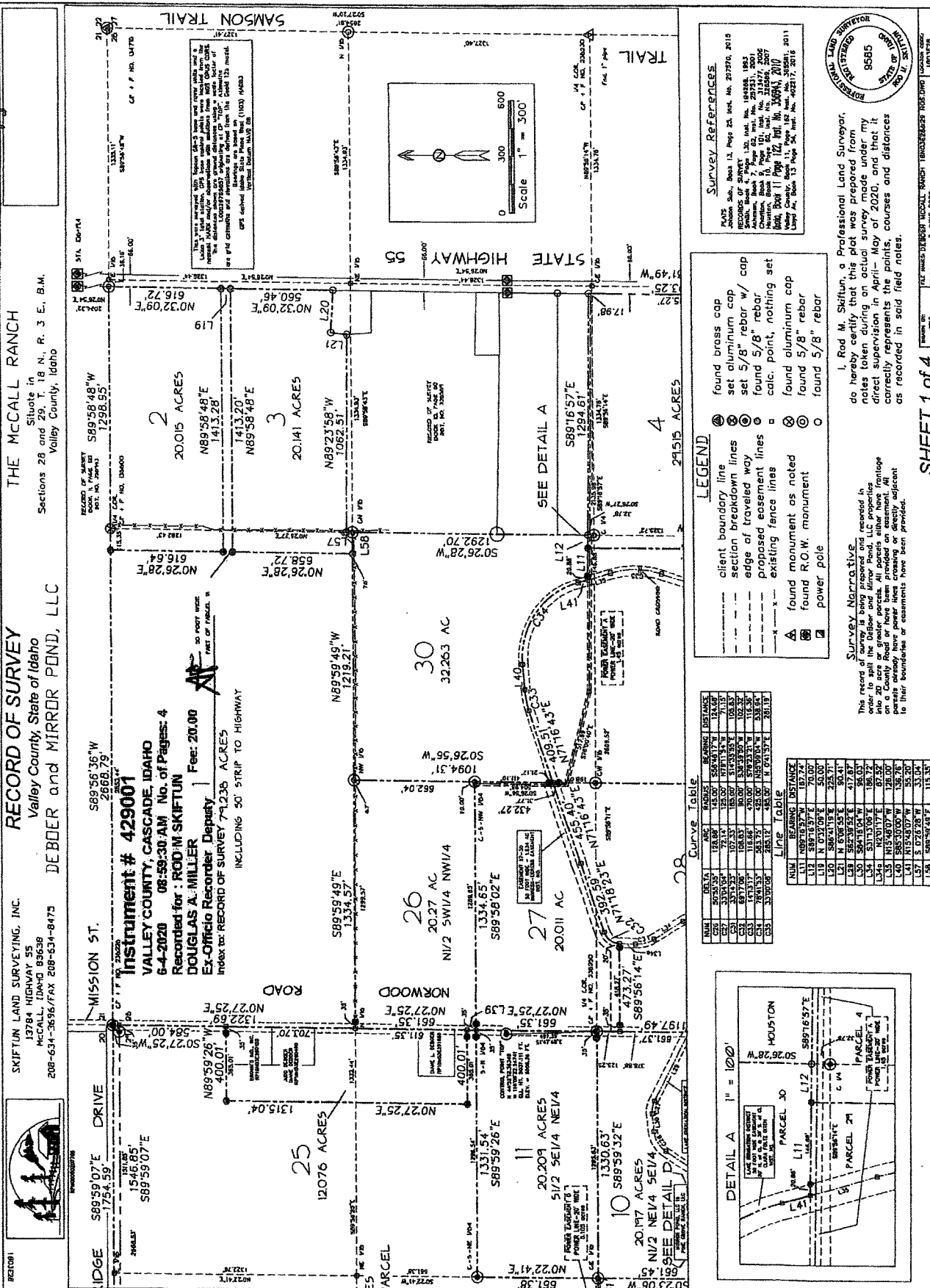


EXHIBIT LIST:

- Exhibit A – Record of Survey for The McCall Ranch
- Exhibit B – Legal description of Parcel 13
- Exhibit C – Legal description of Parcel 14
- Exhibit D – Legal description of Access Easement
- Exhibit E – Legal description of Head Gate Easement



PLANT
Johnson Sub., Book 1.3, Page 23, Inst. No. 293570, 2015

RECORDS OF SURVEY

Arch. Book 1.30, Inst. No. 184268, 1983

Arch. Book 7, Page 62, Inst. No. 232731, 2001

Chertock, Book 9, Page 101, Inst. No. 314677, 2006

Chertock, Book 16, Page 62, Inst. No. 326598, 2007

Neuton, Book 11, Page 122, Inst. No. 336943, 2010

Valley County, Book 11, Page 162, Inst. No. 363581, 2011

Lloyd A., Book 1.3 Page 54, Inst. No. 402217, 2016

LEGEND	
—	client boundary line
- - -	breakdown lines
- - -	edge of traveled way
- - -	proposed easement lines
- - -	existing fence lines
x	found monument as noted
Ⓐ	found R.O.W. monument
Ⓢ	power pole
Ⓢ	found brass cap
Ⓢ	set aluminum cap
Ⓢ	set 5/8" rebar w/ cap
Ⓢ	found 5/8" rebar
Ⓢ	calc. point, nothing set
Ⓢ	found aluminum cap
Ⓢ	found 5/8" rebar
Ⓢ	found 5/8" rebar

I, Rod M. Skuttun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in April–May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.

Survey Narrative
This record of survey is being prepared and recorded in order to split the DeBoer and Mirror Pond, LLC properties into 20 acre or greater parcels. All parcels either have frontage onto a County Road or have been provided an easement. All parcels already have power lines crossing or directly adjacent to their boundaries or power lines have been provided.

SHEET 1 of 4

EXHIBIT A



SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
MECALL, IDAHO 83630
208-634-3696/FAX 208-634-8475

RECORD OF SURVEY
Valley County, State of Idaho
DEBOER and MIRROR POND, LLC

THE MCCALL RANCH

Situate in
Sections 28 and 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho



Curve Table

Wavelength (nm)	Refractive Index	Extinction Coefficient
1.0	1.49721424	0.00000000
1.1	1.49721424	0.00000000
1.2	1.49721424	0.00000000
1.3	1.49721424	0.00000000
1.4	1.49721424	0.00000000
1.5	1.49721424	0.00000000
1.6	1.49721424	0.00000000
1.7	1.49721424	0.00000000
1.8	1.49721424	0.00000000
1.9	1.49721424	0.00000000
2.0	1.49721424	0.00000000
2.1	1.49721424	0.00000000
2.2	1.49721424	0.00000000
2.3	1.49721424	0.00000000
2.4	1.49721424	0.00000000
2.5	1.49721424	0.00000000
2.6	1.49721424	0.00000000
2.7	1.49721424	0.00000000
2.8	1.49721424	0.00000000
2.9	1.49721424	0.00000000
3.0	1.49721424	0.00000000
3.1	1.49721424	0.00000000
3.2	1.49721424	0.00000000
3.3	1.49721424	0.00000000
3.4	1.49721424	0.00000000
3.5	1.49721424	0.00000000
3.6	1.49721424	0.00000000
3.7	1.49721424	0.00000000
3.8	1.49721424	0.00000000
3.9	1.49721424	0.00000000
4.0	1.49721424	0.00000000
4.1	1.49721424	0.00000000
4.2	1.49721424	0.00000000
4.3	1.49721424	0.00000000
4.4	1.49721424	0.00000000
4.5	1.49721424	0.00000000
4.6	1.49721424	0.00000000
4.7	1.49721424	0.00000000
4.8	1.49721424	0.00000000
4.9	1.49721424	0.00000000
5.0	1.49721424	0.00000000
5.1	1.49721424	0.00000000
5.2	1.49721424	0.00000000
5.3	1.49721424	0.00000000
5.4	1.49721424	0.00000000
5.5	1.49721424	0.00000000
5.6	1.49721424	0.00000000
5.7	1.49721424	0.00000000
5.8	1.49721424	0.00000000
5.9	1.49721424	0.00000000
6.0	1.49721424	0.00000000
6.1	1.49721424	0.00000000
6.2	1.49721424	0.00000000
6.3	1.49721424	0.00000000
6.4	1.49721424	0.00000000
6.5	1.49721424	0.00000000
6.6	1.49721424	0.00000000
6.7	1.49721424	0.00000000
6.8	1.49721424	0.00000000
6.9	1.49721424	0.00000000
7.0	1.49721424	0.00000000
7.1	1.49721424	0.00000000
7.2	1.49721424	0.00000000
7.3	1.49721424	0.00000000
7.4	1.49721424	0.00000000
7.5	1.49721424	0.00000000
7.6	1.49721424	0.00000000
7.7	1.49721424	0.00000000
7.8	1.49721424	0.00000000
7.9	1.49721424	0.00000000
8.0	1.49721424	0.00000000
8.1	1.49721424	0.00000000
8.2	1.49721424	0.00000000
8.3	1.49721424	0.00000000
8.4	1.49721424	0.00000000
8.5	1.49721424	0.00000000
8.6	1.49721424	0.00000000
8.7	1.49721424	0.00000000
8.8	1.49721424	0.00000000
8.9	1.49721424	0.00000000
9.0	1.49721424	0.00000000
9.1	1.49721424	0.00000000
9.2	1.49721424	0.00000000
9.3	1.49721424	0.00000000
9.4	1.49721424	0.00000000
9.5	1.49721424	0.00000000
9.6	1.49721424	0.00000000
9.7	1.49721424	0.00000000
9.8	1.49721424	0.00000000
9.9	1.49721424	0.00000000
10.0	1.49721424	0.00000000

Line Table

NUM	BEARING	DISTANCE
1.05	N47°42'59"W	287.30'
1.06	N48°32'53"W	523.38'
1.07	N02°17'03"E	53.21'
1.72	N70°40'54"W	89.80'
1.73	N48°14'30"W	80.34'
1.74	N19°27'43"W	2055.16'
1.75	N 72°24'31"E	177.28'
1.76	N24°30'38"E	115.62'

Survey References

PLATTS
RECORDS OF SURVEY
Adams, Book 13, Page 25, Ind. No. 207570, 2015
Smith, Book 8, Page 130, Ind. No. 104266, 1903
Acherson, Book 7, Page 82, Ind. No. 237531, 2001
Hurd, Book 10, Page 101, Ind. No. 313477, 2006
Churton, Book 10, Page 80, Ind. No. 326588, 2007
Mold, Book 11 Page 132, Ind. No. 308942, 2010
Valley County, Book 11, Page 122 Ind. No. 243201, 2011

LEGEND

- client boundary line
- section breakdown lines
- edge of traveled way
- proposed easement lines
- existing fence lines
- monument as noted
- and R.O.W. monument
- power pole

I, Rod M. Skiftum, a Professional Land Surveyor, do hereby certify that this plot was prepared from notes taken during an actual survey made under my direct supervision in April–May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.



SHEET 2 of 4

DATE	0202 JANU 2	ISSUE	1603M710
NAME	GEORGE MEDICAL CENTER	LOCATION	1603M710
ADDRESS	1603M710	ISSUE	1603M710
ISSUE	1603M710	ISSUE	1603M710

LEGEND

- client boundary line
- section breakdown lines
- edge of traveled way
- proposed easement lines
- existing fence lines
- found monument as noted
- found R.O.W. monument
- power pole
- found brass cap
- set aluminum cap
- set 5/8" rebar w/ cap
- found 5/8" rebar
- calc. point, nothing set
- found aluminum cap
- found 5/8" rebar

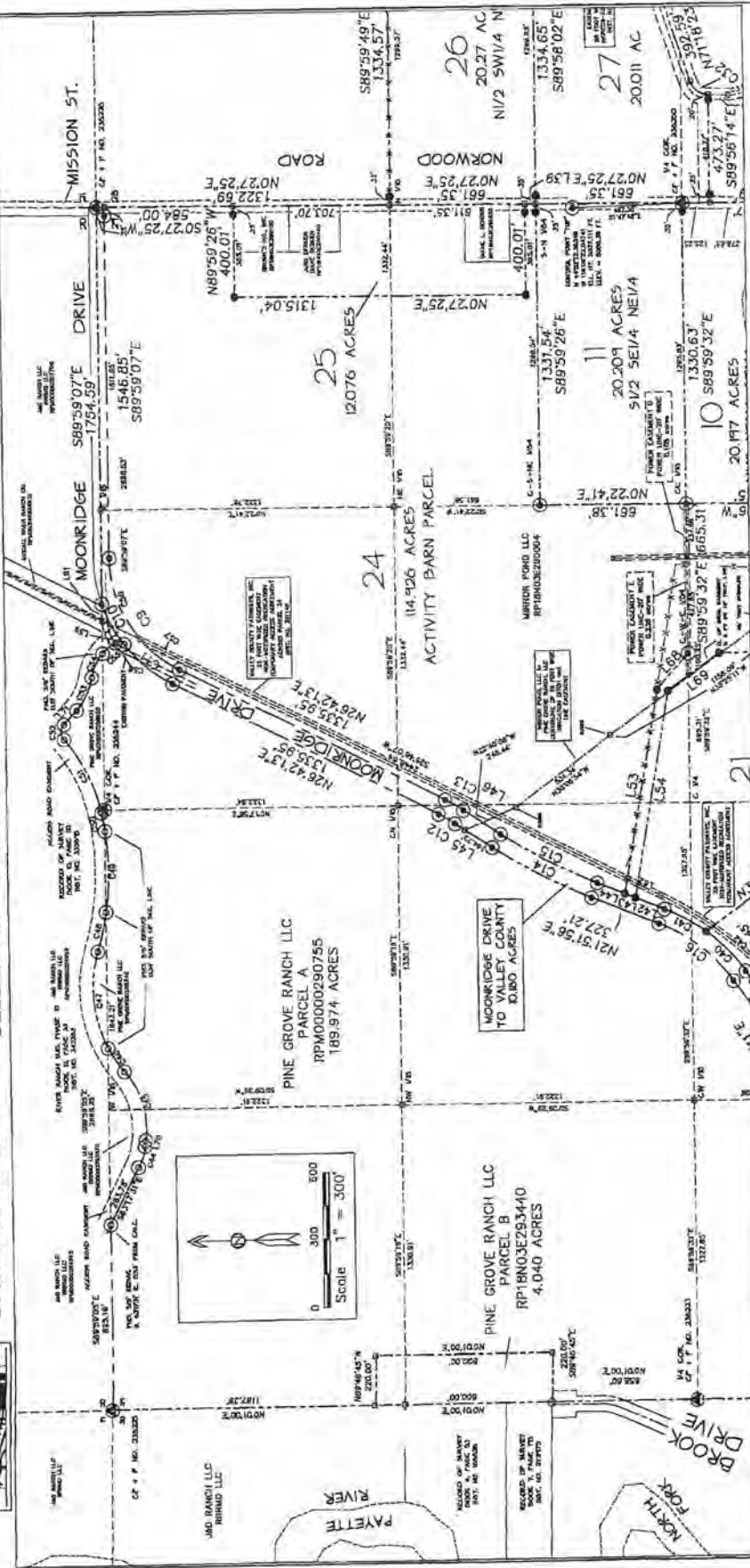
Curve Table

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
2	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
3	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
4	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
5	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
6	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
7	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
8	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
9	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
10	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
11	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
12	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
13	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
14	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
15	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
16	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
17	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
18	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
19	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
20	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
21	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
22	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
23	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
24	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
25	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
26	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
27	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
28	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00	N 89° 15' 00" E	100.00
29	N 89° 15' 00" E							

SKIFFTON LAND SURVEYING, INC.
13784 HIGHWAY 55
MCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

RECORD OF SURVEY
Valley County, State of Idaho
DEBOER and MIRROR POND,

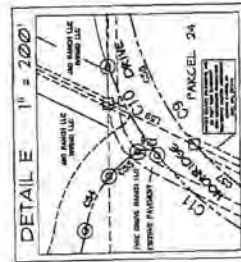
THE MC CALL RANCH
Situate in
Sections 28 and 29, T. 18 N., R. 3 E
Valley County, Idaho



LEGEND

- | | | |
|-------|-------------------------|--------------------------|
| — | client boundary line | found brass cap |
| - - - | section breakdown lines | set aluminum cap |
| | edge of traveled way | set 5/8" rebar w/ cap |
| | proposed easement lines | found 5/8" rebar |
| - x - | existing fence lines | conc. point, nothing set |
| Δ | found monument as noted | found aluminum cap |
| □ | found R.O.W. monument | found 5/8" rebar |
| □ | power pole | found 5/8" rebar |

I, Rod M. Skifun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in April-May of 2020, and that it correctly represents the points, courses and distances as recorded in said field notes.



NAME	MEASUREMENT	DISTANCE
1.42	527.31 50" W	141.27
1.43	527.31 50" W	01.12
1.44	527.31 50" W	1.34 00"
1.53	526.90 50" W	012.10
1.54	526.90 50" W	027.57
1.55	526.90 00" W	100.77
1.60	525.94 11" W	010.77
1.61	525.94 11" W	7.5.45
1.70	525.94 11" W	27.03

Curve Table

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

Survey References

[illegible]



SKIFTUN LAND SURVEYING, INC.
LOTS - BOUNDARY - TOPOGRAPHY - ALTA
SUBDIVISIONS - CONSTRUCTION - FLOOD DATA
Working hard to protect your property investment!

May 14, 2020

Page 1 of 1

MIRROR POND LLC
THE McCALL RANCH - PARCEL 13
Situate in
NW1/4 SE1/4 and the SW1/4 SE1/4,
Section 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
20.455 Acres

A parcel of land situate in the NW1/4 SE1/4 and the SW1/4 SE1/4, Section 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the East 1/16 Corner common to Sections 29 and 32, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 326570, on Book 10, on Page 61 of Surveys, on file in the Office of the Recorder of Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, S. 89°59'56" W., 663.34 feet along the line common to said Sections 29 and 32, to a 5/8" rebar marking the W-E 1/64 Corner of said Sections,
Thence, N. 1°36'28" W., 1,255.45 feet to a 1/2" rebar on a line lying 30.00 feet north of and parallel to the centerline of the Clara Foltz Ditch,
Thence, 42.99 feet along said parallel line on a curve to the left, whose radius is 465.00 feet, delta angle is 5°17'49", and whose long chord bears S. 83°28'09" E., 42.97 feet to a 1/2" rebar on the westerly boundary of the E1/2 SW1/4 SE1/4, of said Section 29,
Thence, 118.50 feet along said parallel line on a curve to the left, whose radius is 465.00 feet, delta angle is 14°36'03", and whose long chord bears N. 86°34'56" E., 118.18 feet to a 1/2" rebar
Thence, N. 79°16'54" E., 356.90 feet along said parallel line to a 1/2" rebar,
Thence, 210.74 feet along said parallel line on a curve to the left, whose radius is 625.00 feet, delta angle is 19°19'09", and whose long chord bears N. 69°37'20" E., 209.74 feet to a 1/2" rebar on the easterly boundary of the E1/2 NW1/4 SE1/4, of said Section 29,
Thence, S. 0°23'06" W., 73.47 feet to a 5/8" rebar marking the SE 1/16 Corner of said Section 29,
Thence, S. 0°23'06" W., 1,323.10 feet to the **Point of Beginning**, containing 20.455 acres, more or less.

Bearings based on GPS derived State Plane Grid Azimuth, Idaho West Zone (1103).

Original Signed and Filed at Location Below:

Rod M. Skiftun - P.L.S. 9585
13784 Highway 55 McCall, ID 83638
208-634-3696/Fax 208-634-8475
E-mail: rskiftun@frontiernet.net



Digitally signed by Rod M. Skiftun
DN: cn=Rod M. Skiftun, email=rskiftun@frontiernet.net,
c=US, ou=Rod M. Skiftun, o=Rod M. Skiftun
Date: 2020.05.14 16:45:34-0700

EXHIBIT B



SKIFTUN LAND SURVEYING, INC.
LOTS - BOUNDARY - TOPOGRAPHY - ALTA
SUBDIVISIONS - CONSTRUCTION - FLOOD DATA
Working hard to protect your property investment!

May 12, 2020

Page 1 of 1

**MIRROR POND LLC
THE McCALL RANCH - PARCEL 14**

Situate in
SE1/4 SW1/4 and the SW1/4 SE1/4, Section 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
20.926 Acres

A parcel of land situate in the SE1/4 SW1/4 and the SW1/4 SE1/4, Section 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Quarter Corner Common to Sections 29 and 32, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 326570, on Book 10, on Page 61 of Surveys, on file in the Office of the Recorder of Valley County, Idaho, the
REAL POINT OF BEGINNING:

Thence, S. 89°59'29" W., 463.74 feet along the line common to said Sections 29 and 32, to a 1/2" rebar on a line lying 30.00 feet northerly of and parallel to the centerline of the Clara Foltz Ditch,
Thence, N. 38°00'47" E., 206.41 feet along said parallel line to a 1/2" rebar,
Thence, 91.12 feet along said parallel line on a curve to the left, whose radius is 115.00 feet, delta angle is 45°23'50", and whose long chord bears N. 15°18'52" E., 88.75 feet to a 1/2" rebar,
Thence, N. 7°23'03" W., 105.31 feet along said parallel line to a 1/2" rebar,
Thence, 174.40 feet along said parallel line on a curve to the right, whose radius is 165.00 feet, delta angle is 60°33'35", and whose long chord bears N. 22°53'44" E., 166.39 feet to a 1/2" rebar,
Thence, N. 53°10'32" E., 306.21 feet along said offset line to a 1/2" rebar,
Thence, 300.97 feet along said parallel line on a curve to the left, whose radius is 590.00 feet, delta angle is 29°13'41", and whose long chord bears N. 38°33'41" E., 297.72 feet to a 1/2" rebar,
Thence, N. 23°56'51" E., 292.19 feet along said parallel line to a 1/2" rebar,
Thence, 210.09 feet along said parallel line on a curve to the right, whose radius is 160.00 feet, delta angle is 75°13'55", and whose long chord bears N. 61°33'48" E., 195.32 feet to a 1/2" rebar,
Thence, S. 80°49'14" E., 171.22 feet along said parallel line of said Clara Foltz Ditch to a 1/2" rebar,
Thence, S. 1°36'28" E., 1,255.45 feet to a 5/8" rebar marking the W-E 1/64 Corner common to said Sections 29 and 32,
Thence, N. 89°59'56" W., 663.33 feet to the **Point of Beginning**, containing 20.926 acres, more or less.

Bearings based on GPS derived State Plane Grid Azimuth, Idaho West Zone (1103).

Original Signed and Filed at Location Below:

Rod M. Skiftun - P.L.S. 9585
13784 Highway 55 McCall, ID 83638
208-634-3696/Fax 208-634-8475
E-mail: rskiftun@frontiernet.net





SKIFTUN LAND SURVEYING, INC.
LOTS - BOUNDARY - TOPOGRAPHY - ALTA
SUBDIVISIONS - CONSTRUCTION - FLOOD DATA
Working hard to protect your property investment!

May 14, 2020

Page 1 of 1

EASEMENT 13-14

**50 FOOT WIDE
INGRESS-EGRESS EASEMENT**
Situate in the SW1/4 SE1/4,
Section 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
0.762 Acres

A 50.00 foot wide ingress-egress easement situate in the SW1/4 SE1/4, Section 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the East 1/16 Corner common to Sections 29 and 32, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 326570, on Book 10, on Page 61 of Surveys, on file in the Office of the Recorder of Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, S. 89°59'56" W., 663.34 feet along the line common to said Sections 29 and 32, to a 5/8" rebar marking the W-E 1/64 Corner of said Sections,
Thence, N. 1°36'28" W., 50.02 feet,
Thence, S. 89°59'56" E., 665.07 feet to the easterly boundary of the SW1/4 SE1/4, of said Section 29,
Thence, S. 0°23'06" W., 50.00 feet to the **Point of Beginning**, containing 0.762 acres, more or less.

Bearings based on GPS derived State Plane Grid Azimuth, Idaho West Zone (1103).

Original Signed and Filed at Location Below:

Rod M. Skiftun - P.L.S. 9585
13784 Highway 55 McCall, ID 83638
208-634-3696/Fax 208-634-8475
E-mail: rskiftun@frontiernet.net

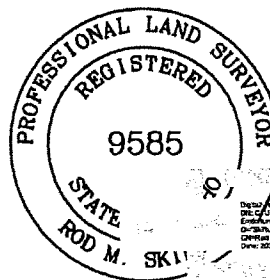


EXHIBIT D



SKIFTUN LAND SURVEYING, INC.
LOTS - BOUNDARY - TOPOGRAPHY - ALTA
SUBDIVISIONS - CONSTRUCTION - FLOOD DATA
Working hard to protect your property investment!

June 2, 2020

Page 1 of 2

**MIRROR POND LLC
THE McCALL RANCH
INGRESS-EGRESS DITCH ACCESS EASEMENT
On PARCEL 13 to Benefit PARCEL 14
Situate in
W1/2 SW1/4 SE1/4,
Section 29, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
0.071 Acres**

An ingress-egress ditch access easement, situate in the W1/2 SW1/4 SE1/4, Section 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Quarter Corner Common to Sections 29 and 32, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 326570, on Book 10, on Page 61 of Surveys, on file in the Office of the Recorder of Valley County, Idaho; thence, S. 89°59'56" E., 663.33 feet to a 5/8" rebar, marking the W-E 1/64th Corner common to said Sections 29 and 32; thence, N. 0°20'32" E., 1,175.09 feet along the easterly boundary of the W1/2 SW1/4 SE1/4 of said Section 29, the **REAL POINT OF BEGINNING**:

Thence, N. 83°01'05" W., 40.44 feet,

Thence, N. 1°36'28" W., 75.00 feet to a 1/2" rebar on a line lying 30.00 feet north of and parallel to the centerline of the Clara Foltz Ditch,

Thence, 42.99 feet along said parallel line on a non-tangent curve to the left, whose radius is 465.00 feet, delta angle is 5°17'49", and whose long chord bears S. 83°28'09" E., 42.97 feet to a 1/2" rebar, on the easterly boundary of said W1/2 SW1/4 SE1/4,

Thence, S. 0°20'32" W., 75.00 feet along said easterly boundary, to the **Point of Beginning**, containing 0.071 acres, more or less.

Bearings based on GPS derived State Plane Grid Azimuth, Idaho West Zone (1103).

Original Signed and Filed at Location Below:

Rod M. Skiftun - P.L.S. 9585
13784 Highway 55 McCall, ID 83638
208-634-3696/Fax 208-634-8475
E-mail: rskiftun@frontiernet.net



EXHIBIT E

From: Mathew Falvey <mathew@falveysearthworks.com>
Sent: Tuesday, June 16, 2026 2:35 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: STARVIEW

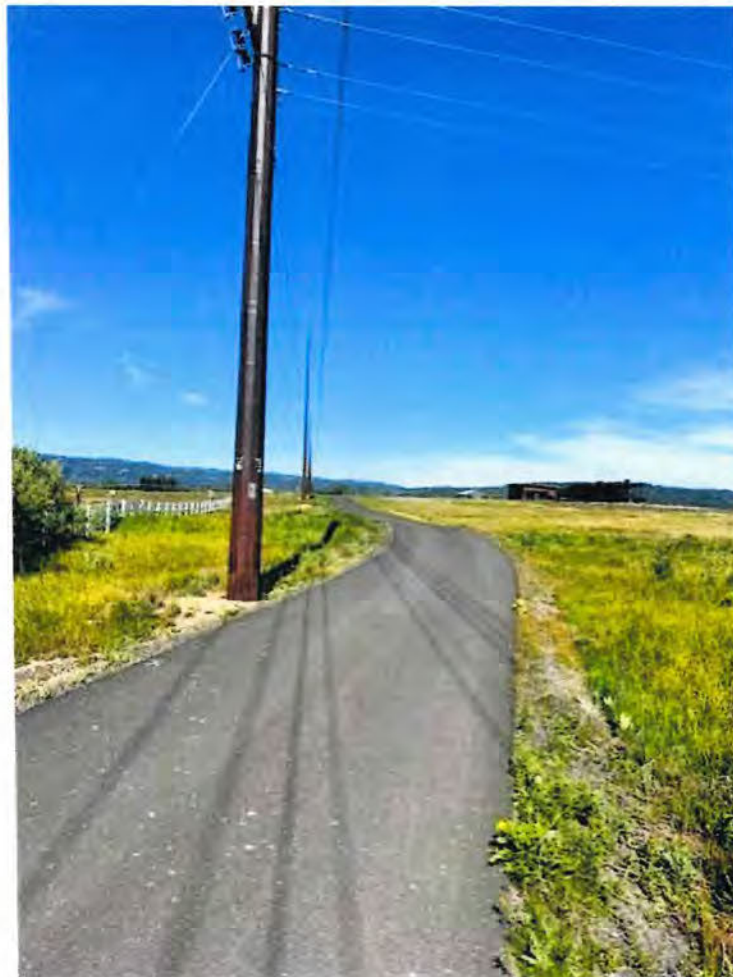
Cynda, since it does not seem like the County wants to take on the Johnson Road extension, my Engineer thought it best to make it a common driveway. Below is the code he provided me, and below are pics of the current existing driveway.

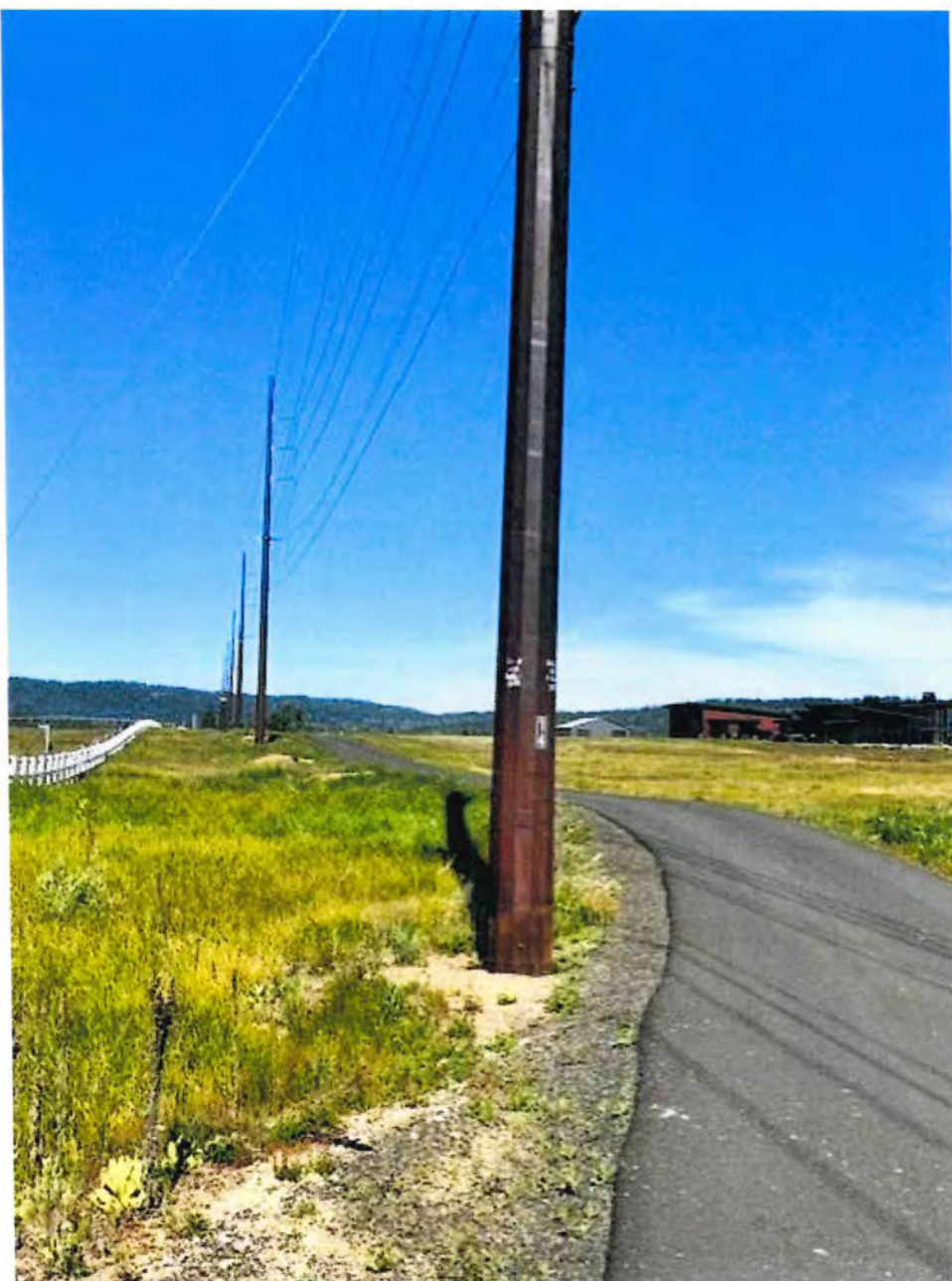
Valley county code

10-4-4: Streets

Any parcel of land that is intended to be used, or is actually used, to provide vehicular access to more than one building site, whether said street is public or private and whether the parcel is set aside by deed, easement, or other means, unless an administrative variance is allowed for a shared driveway. **Administrative variances cannot be given for more than three (3) building sites and shall at a minimum require the shared driveway to be built to the satisfaction of the fire department and have a shared driveway agreement.**

States that a driveway can serve 3 lots with an administrative variance.





Mathew Falvey
Owner
Falvey's Earthworks

Office: 208-634-2021
PO Box 710 McCall, ID 83638

[WEBSITE](#) [INSTAGRAM](#) [FACEBOOK](#)





Valley County Transmittal
Division of Community and Environmental Health

Return to:

- ☐ Cascade
☐ Donnelly
☐ McCall
☐ McCall Impact
☒ Valley County

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat SUB 26-010 Starview Estates

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☐ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☐ central water
☐ individual sewage ☐ individual water
- ☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☐ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☐ central water
- ☐ 10. Run-off is not to create a mosquito breeding problem
- ☐ 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 13. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

- ☒ 14. Subdivision application, fees, test holes (with COH and engineer)
groundwater monitoring and engineering required

Reviewed By: Brett L. Cohen

Date: 6/14/26

From: Emily Hart <ehart@mccall.id.us>
Sent: Wednesday, May 6, 2026 9:11 AM
To: Lori Hunter <lhunter@valleycountyid.gov>
Cc: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: RE: SUB 26-010 Starview

Hi Lori,

SUB 26-010 Starview Estates Subdivision is 1.3 miles from end of Runway 34. It is in the Horizontal Surface. Recommend requiring notice of proximity to McCall Municipal Airport in CCRs/final plat as a Conditional of Approval. Please utilize <https://oeaaa.faa.gov/oeaaa/oe3a/main/#/noticePrescreen> to determine if submittal of FAA Form 7460-1 is required for each building envelope.

Thank you,
Emily

Emily Hart, ACE GA/CM | McCall Airport Manager
336 Deinhard Lane Hangar 100 | McCall, ID 83638
Direct: 208.634.8965 | Cell: 208.630.3441
www.mccall.id.us/airport

From: Lori Hunter <lhunter@valleycountyid.gov>
Sent: Wednesday, April 29, 2026 4:28 PM
To: BessieJo Wagner <bwagner@mccall.id.us>; Michelle Groenevelt <mgroenevelt@mccall.id.us>; Meredith Todd <mtodd@mccall.id.us>; Rachel Santiago-Govier <rsantiago-govier@mccall.id.us>; Yoram Terleth <yterleth@mccallidus.onmicrosoft.com>; Emily Hart <ehart@mccall.id.us>; Ryan Garber <ryan@mccallfire.com>
Cc: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: SUB 26-010 Starview

I've attached the application for SUB 26-010 Starview Estates Subdivision

This plat is being provided pursuant to Valley County Code 10-1-4 which impacts subdivision applications within one mile of city limits.

If the McCall City Council has any comments regarding the plat, they should be received by our office prior to the Valley County Planning and Zoning Commission meeting on July 9, 2026.

Lori Hunter
Valley County Planning & Zoning Planner II
208-382-7115
700 South Main Street • P.O. Box 1350
Cascade, ID 83611

Service **T**ransparent **A**ccountable **R**esponsive

Valley County Wildfire Mitigation

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350



Phone (208) 382-7145 x 1404
Cell (208) 817-1103

MARA HLAWATSCHEK

Program Director

mhlawatschek@valleycountyid.gov

June 10, 2026

To whom it may concern,

The **Wildfire Mitigation Director** has reviewed the Wildfire Mitigation Plan submitted for the **Starview**. The plan was prepared in compliance with Valley County Code, Chapter 7 – Wildland Urban Interface Fire Protection Plan.

The Wildfire Mitigation Plan has been **approved and no additional request for mitigation treatments**. The approved plan adequately identifies wildfire risks associated with the proposed subdivision and includes appropriate mitigation measures to reduce as it pertains to wildfire mitigation treatments. As this development primarily consist of grassy and sage areas. Respective Fire District should be consulted for water, access and commercial development requirements within the Subdivision WUI Fire Protection Plan.

This approval is contingent upon the full implementation of all wildfire mitigation measures identified in the approved plan and verification through inspection that the work has been completed as stated in the plan. Required inspections shall occur prior to final plat approval and/or issuance of building permits, as determined by Valley County. Inspections for water, access and commercial development requirements shall be request to Respective Fire District.

Ongoing maintenance of defensible space, vegetation management, and Firewise practices shall remain the responsibility of the property owner(s) and/or homeowners association, as applicable.

This decision is effective on the date of approval and shall remain in effect unless modified or revoked in accordance with Valley County Code.

Thank you

Mara Hlawatschek

Mara Hlawatschek

Wildfire Mitigation Director

mhlawatschek@valleycountyid.gov

208-817-1103

From: Ryan Garber <ryan@mccallfire.com>
Sent: Tuesday, June 9, 2026 12:18 PM
To: Lori Hunter <lhunter@valleycountyid.gov>
Cc: Mike Bertrand <mike@mccallfire.com>; Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
Subject: SUB 26-010 - Starview Estates

Lori,

I have the following comments regarding SUB 26-010 - Starview Estates:

- The proposed 468-foot-long access road with 28 feet width and emergency turnaround is acceptable.
- If the 28-foot width is maintained throughout, no turn outs will be required.
- Turn around shall meet IFC appendix D standards.

Additional access road standards can be found in the attached PDF.

- No fire water supply is required for subdivisions of 2 or less
- Addressing: All buildings need to have a permanently posted address, which will be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address needs to be posted at the beginning of construction and maintained thereafter. The address need be visible and legible from the road on which the road on which the address is located. Address signs along one-way roads will be visible from both the intended direction of travel and the opposite direction. Where multiple address's are required at a single driveway, they need to be mounted on a single post, and additional signs will be posted at locations where driveways divide." (IDAPA 18.08.01)

The attached Wildland Fire Protection Plan is acceptable to MFPD if approved by the Valley County Wildfire Mitigation Program Director.

Thank you
Ryan

Captain Ryan Garber
Fire Prevention / Code Enforcement
McCall Fire & EMS
201 Deinhart Lane
McCall, ID 83638
www.mccallfire.com
Cell: (208) 469-0135

[Schedule a Short Term Rental Safety Inspection](#)
[Schedule a Phone Call with Ryan](#)
[Schedule a Firewise Safety Inspection](#)
[Schedule another type of inspection](#)



Sign up for Emergency Notifications

 **CodeRED**TM
Keeping citizens informed.

From: Ryan Garber <ryan@mccallfire.com>
Sent: Wednesday, May 6, 2026 2:07 PM
To: Lori Hunter <lhunter@valleycountyid.gov>
Subject: Re: SUB 26-010 Starview

Lori,

It appears this sub is being purposed for 2 lots. I have the following comments on SUB 26-010:

General

- Roads/driveway shall be installed, inspected, and made operable prior to final plat or building construction within each phase (501.4, IFC2018).

Driveways (see attached MFPD Driveway Construction Standards document)

A driveway cannot serve in excess of five single family dwellings. (IDAPA 502)

- Driveways will provide a minimum unobstructed width of 12 feet and a minimum unobstructed height of 13 feet 6 inches.
- Grade. The gradient for driveways cannot exceed 10 percent unless approved by the fire code official. (503.7.6)
- Any security gates shall be installed in accordance with UL325, have an SOS gate module installed for emergency means of operation (503.6), and meet the width standards according to Section D103.5.
- Surface. Driveways need to be designed and maintained to support the imposed loads of local responding fire apparatus (70,000 lb vehicles) and will be surfaced to provide all weather driving capabilities. (503.7.8)
- Driveways longer than 150 feet shall have a turn around the meets the requirements in IFC Appendix D (Table D103.4)
- Driveways in excess of 200 feet in length and less than 20 feet in width may require turnouts in addition to turnarounds.
- Driveway turnarounds need to have an inside turning radius of not less than 30 feet (9144mm) and an outside turning radius of not less than 45 feet (13716mm). Driveways that connect with an access road or roads at more than one point may be considered as having a turnaround if all changes of direction meet the radius requirements for driveway turnarounds."

Thank you

Ryan

Captain Ryan Garber
Fire Prevention / Code Enforcement
McCall Fire & EMS
201 Deinhard Lane
McCall, ID 83638
www.mccallfire.com
Cell: (208) 469-0135

[Schedule a Short Term Rental Safety Inspection](#)
[Schedule a Phone Call with Ryan](#)
[Schedule a Firewise Safety Inspection](#)
[Schedule another type of inspection](#)



Sign up for Emergency Notifications

 **CodeRED™**

Keeping citizens informed.

[Please click to sign up for CodeRED!](#)

McCall Fire Protection District

Driveway Construction Standards

Authority:

- International Fire Code (IFC) 2018
- IDAPA 18.08.01

1. Purpose

To establish minimum standards for the design, construction, and maintenance of driveways serving residential properties within the McCall Fire Protection District. These standards ensure adequate emergency access for fire apparatus and personnel.

2. Scope

This SOP applies to all newly constructed driveways and any modifications to existing driveways serving residential occupancies within the District.

3. Standards

3.1 Number of Dwellings Served

- A driveway shall not serve more than **five (5) single-family dwellings**.

Reference: IDAPA 18.08.01

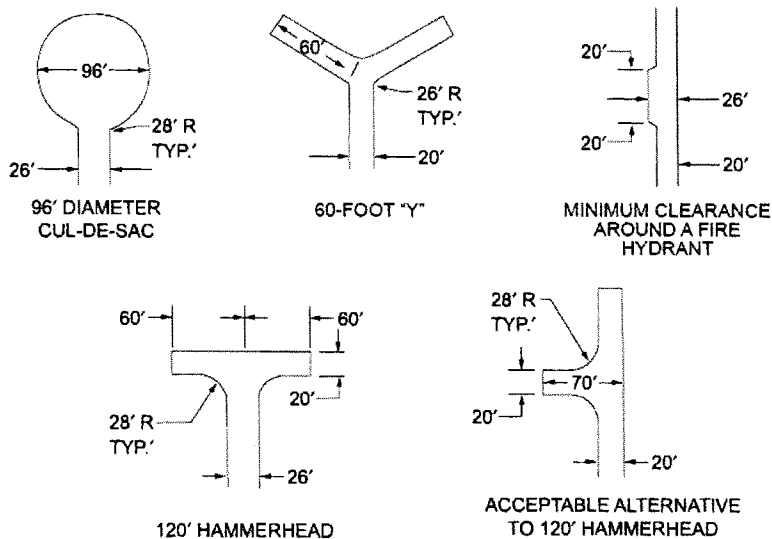
3.2 Dimensions

- **Minimum unobstructed width:** 12 feet
- **Minimum unobstructed vertical clearance:** 13 feet 6 inches

3.3 Length, Turnarounds, and Turnouts

3.3.1 Turnarounds

- Required on driveways **greater than 150 feet** in length.
- Turnarounds shall comply with **IFC Appendix D103.4**.
- Minimum turning radii:
 - **Inside radius: 30 feet**
 - **Outside radius: 45 feet**



For SI: 1 foot = 304.8 mm.

FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

3.3.2 Turnouts

- Required on driveways **greater than 200 feet** in length that are **less than 20 feet** wide.
- Turnout placement and design shall be determined by the fire code official.

3.4 Grade

- Maximum driveway slope shall not exceed **10%** unless otherwise approved by the fire code official.

Reference: IFC 503.7.6

3.5 Surface and Structural Requirements

3.5.1 All-Weather Surface

- Driveways must provide an **all-weather driving surface** capable of supporting emergency response vehicles.

Reference: IFC 503.7.8

3.5.2 Load Capacity

- Driveways must be designed and maintained to support a **minimum 70,000-lb fire apparatus**.

3.6 Bridges

- Bridges shall meet the structural load requirements established by the fire code official.
- **Vehicle load limits must be posted** at both entrances to bridges on driveways and private roads.

3.7 Security Gates

- Security gates must comply with **UL 325**.
- Gates shall be equipped with an **SOS gate module** or approved emergency operation system.
- Gates must meet the required **clear width** in accordance with **IFC D103.5**.
- Emergency operation systems and gate function **shall be maintained operational at all times**.

Reference: IFC 503.6 & 503.7.7

4. Alternative Means of Compliance

In lieu of meeting driveway **grade** and **turnaround** requirements, the fire code official may approve the following alternative measures:

- Installation of an **automatic fire sprinkler system** throughout the dwelling; and
- Installation of a **dry standpipe** from the designated Fire Department apparatus parking location to the main entrance of the home.

5. Maintenance Requirements

- Driveways, turnouts, turnarounds, bridges, and gates shall be **maintained year-round**, including snow removal, vegetation clearance, and surface integrity, to ensure continuous emergency access.

Parametrix No. 314-4875-001

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning
700 South Main Street
PO Box 1350
Cascade, ID 83611

Re: July 9, 2026, Planning and Zoning Commission Agenda Items

Dear Cynda:

I have reviewed the items you requested us to review as listed on the July 9, 2026, Valley County (VC) Planning and Zoning Commission agenda and have the following comments for your consideration:

New Business:

1. SUB 25-006 Bear Den 2 Subdivision – Preliminary Plat

All subdivision lots directly access Nisula Road and no new roads will be constructed so site grading and drainage plans are not required for review by the Valley County engineer. Stormwater improvements along Nisula Road, including culverts under driveways, shall meet the criteria outlined in the Valley County Minimum Standards for Private/Public Road Design and Construction. Additional stormwater resulting from site improvements will need to be retained on site and appropriate temporary and permanent best management practices (BMPs) and erosion control measures are required to protect adjacent properties, waterways, and roadway ditches.

Improvements to Nisula Road, a public local road, shall meet the criteria outlined in the Valley County Minimum Standards for Public Road Design and Construction. The roadway shall maintain a 70-ft right-of-way with 35 feet minimum on each side of roadway centerline.

A traffic impact study is not required for this 5-lot subdivision; however, a development agreement identifying public road impacts may be required.

2. SUB 25-010 Starview Estates Subdivision – Preliminary Plat

Detailed site grading and drainage plans and drainage design documentation signed by a licensed PE for the site improvements will be required for review and approval by the Valley County engineer. Additional stormwater resulting from site improvements will need to be retained on site and addressed in the design and calculations. Improvements to offsite drainage features may be required. Appropriate temporary and permanent best management practices (BMPs) and erosion control measures are required to protect adjacent properties, waterways, and roadway ditches.

The proposed extension of Johnson Lane, a public local road, shall meet the criteria outlined in the Valley County Minimum Standards for Public Road Design and Construction. The roadway shall maintain a 70-ft right-of-way with 35 feet minimum on each side of roadway centerline and may require a turnaround to accommodate a standard emergency vehicle, as determined by the fire department.

A traffic impact study is not required for this 2-lot subdivision; however, a development agreement identifying public road impacts may be required.



The applicant will need to delineate existing wetlands to confirm that there are no wetland impacts. If wetlands are impacted, the project may require approval of the U.S. Army Corps of Engineers under the federal Clean Water Act.

3. SUB 25-011 North Fork Landing (fka Valley View Landing)– Preliminary Plat

Detailed site grading and drainage plans and drainage design documentation signed by a licensed PE for the site improvements will be required for review and approval by the Valley County engineer. Additional stormwater resulting from site improvements will need to be retained on site and addressed in the design and calculations. Improvements to offsite drainage features may be required. Appropriate temporary and permanent best management practices (BMPs) and erosion control measures are required to protect adjacent properties, waterways, and roadway ditches.

Improvements to Loomis Lane, a public major collector road, shall meet the criteria outlined in the Valley County Minimum Standards for Public Road Design and Construction. The roadway shall maintain a 100-ft right-of-way with 50 feet minimum on each side of roadway centerline.

Valley County requires a 100-foot setback from ITD ROW for any permanent structures (as shown on the preliminary plat).

A traffic impact study and a development agreement identifying public road impacts will be required for this subdivision.

4. VAR 26-005 Poulsen Setback Variance

Not reviewed.

5. CUP 26-013 Brown RV Camp

Not reviewed.

6. VAR 26-006 Merrick Setback Variance

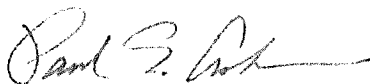
This project is subject to the Riparian Area Overlay (RAO) requirements. If a setback variance is granted to construct the new deck within the footprint of the existing deck, stormwater retention measures and Best Management Practices (BMPs) will be required to protect the lake from stormwater and sediment pollution.

Given the steepness of the slope and the proximity of the work to the lake (encroaches the 25-foot stabilization buffer), an engineered stormwater management plan will be required for this project. The plan should include both temporary and permanent BMPs to be implemented during and after construction to minimize erosion and prevent sediment from entering the lake.

Please contact me if you have any questions.

Sincerely,

Parametrix



Paul Ashton, PE



Subdivision Recommendations

From: Flack, Brandon <brandon.flack@idfg.idaho.gov>

To: Lori Hunter

Cc: Berkley, Regan; Messner, Jordan; Royse, Josh

Thu 11/21/2024 10:00 AM

Hi Lori,

I got your voicemail. Hopefully this is what you were looking for. All of these won't apply to every residential development, e.g., not every subdivision will have a private pond where they need a water right from IDWR or a private pond permit from IDFG.

In general, IDFG recommends the following practices for residential subdivisions/developments:

- Residents should control pets, including cats, at all times (fenced yard, keep indoors, kenneled, leashed, etc.). Pets, at-large, dramatically increase a residential subdivision's negative effects on wildlife.
- Avoiding or minimizing the potential for wildlife depredations in a subdivision is the responsibility of the individual property owner.
 - Prohibit the feeding of wildlife and require that potential wildlife attractants (pet food, trash cans, gardens, hay stacks, bird feeders, etc.) be maintained in a way to reduce attraction of wildlife species (skunks, foxes, raccoons, magpies, big game, etc.).
 - For example, leaving livestock feed outside will attract big game animals. Make sure any feed is stored in a closed barn or shed.
 - The developer and individual homeowners should be made aware that ornamental plants can attract big game animals and they will eat those plants. Therefore, protecting ornamental plants is the responsibility of the individual property owner.
 - Yew species are highly toxic to wildlife, pets, and humans and should not be used as landscaping plants.
- Native vegetation should be retained to the extent possible during project implementation to support native birds, small mammals, and pollinator species.
- Retain buffers of riparian vegetation that surround any wetland resources on the project property.
- If ponds exist or are developed on the project property, legal water rights issued by the Idaho Department of Water Resources are required for the appropriate beneficial use (storage, irrigation, recreation, etc.). If the ponds will be used for fishing, a private pond permit from IDFG is required to stock the ponds with fish, and a live fish transport permit from IDFG may also be required.
- All fencing within and around the subdivision should be wildlife friendly. IDFG can provide additional details upon request.

Please let me know if you have additional questions.

Brandon Flack

Regional Technical Assistance Manager

Idaho Dept. of Fish and Game

Southwest Region

15950 N. Gate Blvd.

Nampa, ID 83687

Ph: (208) 854-8947





June 15, 2026

Cynda Herrick, Planning & Zoning Director
Valley County Planning & Zoning
700 S. Main Street, Cascade, ID 83611
cherrick@valleycountyid.gov

Subject: Agency Notice - PZ Commission - July 9, 2026

Dear Cynda Herrick:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review every project on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at:

<https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15083>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY D5

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
For questions, contact David Luft, Air Quality Manager, at (208) 373-0201.
- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.
- For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

AIR QUALITY C1, D1, D2, D3

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and trade waste burning (58.01.01.600-617).
- For new development projects, all property owners, developers, and their contractors must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractors are responsible for ensuring no prohibited open burning occurs during construction.
- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

AIR QUALITY C2, D4, D6

- No Comments

2. WASTEWATER AND RECYLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the local public health district.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect groundwater.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.
- For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0459.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system. A drinking water system is a Public Water System (PWS) if it has at least 15 service connections or regularly serves an average of 25 or more people per day for at least 60 days per year (refer to the DEQ website at: <https://www.deq.idaho.gov/water-quality/drinking-water/>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of groundwater resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.
- For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0459.

4. SURFACE WATER

- A Construction General Permit from DEQ may be required for projects that meet the eligibility criteria and have an allowable discharge of storm water or authorized non-storm water associated with construction activities. For questions, contact Emily Montague, IPDES Compliance Supervisor, at (208) 813-0872.
- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of storm water or authorized non-storm water associated with the primary industrial activity and co-located industrial activity.
- For questions, contact Emily Montague, IPDES Compliance Supervisor, at (208) 373-0433.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at:
<https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.
- For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0564.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUNDWATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards.
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

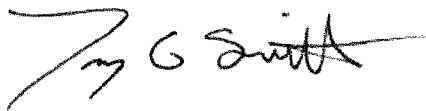
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.24.060 and 58.01.24.061). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.24.060.01 and 58.01.24.061.04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Groundwater Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- For questions, contact Matthew Pabich, Waste & Remediation Manager, at (208) 373-0510.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, additional regulations may apply. If an UST is present, the site should be evaluated to determine whether the UST is regulated by DEQ. If an AST is identified, EPA may have additional requirements. Both UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website <https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/> for assistance. If applicable to this project, DEQ recommends that BMPs be implemented for any of the following land uses: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, ponds and outdoor gun ranges. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Troy Smith
Regional Administrator

From: Jason Butts [REDACTED]
Sent: Friday, June 19, 2026 8:08 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Power Easement for 14057 Norwood

Cynda,

I am writing regarding the Starview Estates project by Sound Holdings LLC and the proposed developments for Lot 2.

After reviewing the plat provided, I noticed the proposed amendments to the existing Idaho Power services. Specifically, it appears that the lines currently running through the approximate center of Lot 2 are slated to be vacated and relocated to the new north-south property boundary between Lot 1 and Lot 2.

I currently hold a utility easement for that existing line, which I intend to retain. This easement is essential as it is designed to provide power to the "back 4.5 acres" of my property, located on the west side of the canal. While I am open to discussing alternative locations for pulling power to that section of my property—provided that Idaho Power and the other affected landowners are in agreement—I want to be clear that, as currently proposed, I do not want to vacate my utility easement.

I would be happy to discuss this further to find a mutually beneficial solution.

Best regards,

Jason Butts

--

Jason Butts
[REDACTED]

WARRANTY DEED

FOR VALUE RECEIVED, MIRROR POND LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto Jason Butts, an unmarried man whose current address is 947 S. Shoshone, Boise, Id 83705 ("Grantee"), the following described real property situated in Valley County, Idaho, to-wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

And also subject to current year's property taxes and non-monetary easements, liens or encumbrances of record or visible on the property.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantee and Grantee's successors and assigns forever, including any appurtenant water rights. And the said Grantor hereby covenants to and with said Grantee, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances except as noted above; and, that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 15th day of July, 2020.

MIRROR POND LLC,
 An Idaho limited liability company

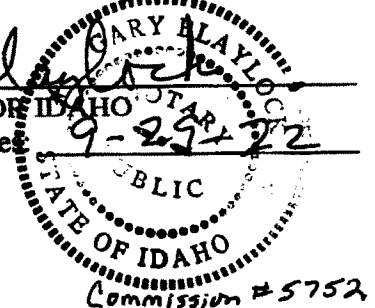
By: Diane B. DeBoer
DIANE B. DeBOER, Manager

STATE OF IDAHO,)
) ss.
 County of Ada)

On this 15th day of July, 2020, before me, a Notary Public in and for said State, personally appeared **Diane B. DeBoer** known or identified to me to be the Manager of **Mirror Pond LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

Dary Blaylock
 NOTARY PUBLIC FOR IDAHO
 My Commission Expires 9-29-22



Date: **July 20, 2020**

File No.: **902968-MC (kt)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

THE S $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

ALSO KNOWN AS PARCEL 9 ON RECORD OF SURVEY RECORDED JUNE 4, 2020 AS INSTRUMENT NO. 429001.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638

Instrument # 430355
VALLEY COUNTY, CASCADE, IDAHO
07-20-2020 13:26:45 No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE - MCCALL
DOUGLAS A. MILLER Fee: \$45.00
Ex-Officio Recorder Deputy: AMF
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

File No. 902968-MC (kt)

DEED OF TRUST

THIS DEED OF TRUST, made this 7/17/2020, between **Jason Butts, an unmarried man**, herein called GRANTOR(S), whose address is **947 S. Shoshone, Boise, ID 83705**, and **First American Title Company**, herein called TRUSTEE, whose address is **616 North 3rd Street Suite 101, McCall, Idaho 83638**, and **Reynolds Living Trust**, herein called BENEFICIARY, whose address is **544 Lakemead Way, Emerald Hills, CA 94062**.

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 **Valley**, State of **Idaho**, described as follows and containing not more than eighty acres in area:

THE S $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

ALSO KNOWN AS PARCEL 9 ON RECORD OF SURVEY RECORDED JUNE 4, 2020 AS INSTRUMENT NO. 429001.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and 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:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **one hundred ninety thousand Dollars (\$190,000.00)** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **July 20, 2021**.
3. 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 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 loans, advances or expenditures 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; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; 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 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.
 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.
 4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
 5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the note rate.
 6. 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 Grantor 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 powers, in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.
- 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 attorneys' 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

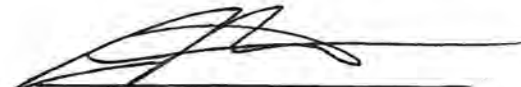
Deed of Trust
File No. 902968-MC (kt)

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 the Beneficiary under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the note rate; 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 owner and holder 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 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 Trustee or Trustees named herein.

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



Jason Butts

Deed of Trust
File No. 902968-MC (kt)

STATE OF Idaho)
COUNTY OF Ada) ss.

On this 7 / 17 / 2020 before me, a Notary Public in and for said State, personally appeared Jason Butts and Mist Butts, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

BRENDA DANIEL
COMMISSION #43964
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Meridian, ID
My Commission Expires: 3-1-23

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

_____, Idaho _____, 20 ____

To: _____ Trustee

You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to

The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.

Address: _____ By: _____

_____ By: _____

Telephone _____



First American Title Company
CLOSING ESCROW INSTRUCTIONS
PURCHASE

Escrow No.: **902968-MC**

Officer: **Karen Thurston**

Date: 7/17/2020

Buyer: **Jason Butts, a married man**

To: **First American Title Company, 616 North 3rd Street Suite 101, McCall, ID 83638**

I/We hereby agree to purchase the hereinafter property as described in Schedule A of Commitment No. **902968-MC** situated in **Valley County, Idaho** for a total consideration of **\$210,000.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit **\$2,500.00**
Balance of Sales Price in the amount of **\$207,500.00**

(closing costs and/or fees are additional)

I/We will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from:

Mirror Pond, LLC, an Idaho limited liability company

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS ALTA HOMEOWNER'S \$	LENDERS EAGLE \$
OWNERS STANDARD \$210,000.00	OWNERS EXTENDED \$
LENDERS STANDARD \$210,000.00	LENDERS EXTENDED \$

on the property described on attached Order No.: **902968-MC**

Showing title vested in: **Jason Butts, a married man as his sole and separate property**

Subject to:

- Paragraphs **1 thru 18** of Schedule 'B' of Owner's Commitment for Title Insurance Order No. **902968-MC**, dated **May 14, 2020**, Revision No. , a copy of which is attached hereto.
- Additional documents creating exceptions that will be recorded at the time of closing:

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

Buyers Initials:

^{DS}
JB

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated 05/20/2020 and addendums dated on or after 05/20/2020, have been either satisfied or negotiated outside of this escrow.

Seller initials: ^{DS}
DBDM

Buyer initials: _____

PRORATE AND/OR ADJUST THE FOLLOWING AS OF 07/20/2020
-CHECK THOSE WHICH APPLY-

- ☒ 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) **Sellers are to FORWARD to buyers any present or future tax bills on property herein.** TYPE OF TAXES: ☒ Real Property 2019 ☐ Mobile Home ☐ Personal Property
- ☐ 2. Rents/Security Deposits
- ☐ 3. Condo or Homeowner's Association Dues
- ☐ 4. City Water/Sewer
- ☐ 5. City/County SID's (State Specific)
- ☐ 6. Other

Seller initials: ^{DS}
DBDM

Buyer initials: _____

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to First American Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller initials: ^{DS}
DBDM

Buyer initials: _____

WATER RIGHTS

The parties acknowledge that First American Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Seller initials: ^{DS}
DBDM

Buyer initials: _____

GENERAL PROVISIONS

AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish a copy of these instructions, amendments thereto, settlement statements and any other documents deposited in this escrow, except as noted in the paragraph immediately below, only to

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated 05/20/2020 and addendums dated on or after 05/20/2020, have been either satisfied or negotiated outside of this escrow.

Seller Initials: ^{DS}
DBDM

Buyer Initials: ^{DS}
JB

PRORATE AND/OR ADJUST THE FOLLOWING AS OF 07/20/2020
-CHECK THOSE WHICH APPLY-

- ☒ 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) **Sellers are to FORWARD to buyers any present or future tax bills on property herein.** TYPE OF TAXES: ☒ Real Property 2019 ☐ Mobile Home ☐ Personal Property
- ☐ 2. Rents/Security Deposits
- ☐ 3. Condo or Homeowner's Association Dues
- ☐ 4. City Water/Sewer
- ☐ 5. City/County SID's (State Specific)
- ☐ 6. Other

Seller Initials: ^{DS}
DBDM

Buyer Initials: ^{DS}
JB

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to First American Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller Initials: ^{DS}
DBDM

Buyer Initials: ^{DS}
JB

WATER RIGHTS

The parties acknowledge that First American Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Seller Initials: ^{DS}
DBDM

Buyer Initials: ^{DS}
JB

GENERAL PROVISIONS

AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish a copy of these instructions, amendments thereto, settlement statements and any other documents deposited in this escrow, except as noted in the paragraph immediately below, only to

lender(s), real estate agent(s), broker(s) and/or attorney(s) involved in this transaction ("interested third parties") upon request.

The **Closing Disclosure** will not be provided to interested third parties or to an outside party. This is mandated by the new privacy regulations, lenders' requirements, and for the protection of NPPI (Non-Public Personal Information).

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for such services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

RECONVEYANCE

In the event a lender who is paid in full in connection with this escrow, fails to timely forward the paid Note and a request for reconveyance of the paid Deed of Trust, the escrow holder acting as trustee and title insurer may use the procedures outlined in state statutes and regulations to effect a reconveyance of the Deed of Trust. Among other provisions of this chapter is the following: "The reconveyance of a trust deed pursuant to this chapter shall not itself discharge any personal obligation that was secured by the trust deed at the time of its reconveyance."

DEPOSIT OF FUNDS AND DISBURSEMENTS

All disbursements shall be made by your check. You are authorized not to close escrow or disburse until good funds, as provided for in state statutes and regulations have been confirmed. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in said State may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

CLOSE OF ESCROW

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein. Recordation of any instrument delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

CONFLICTING DEMANDS OR CLAIMS

Should you, before or after the close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The provisions herein shall include, but are not limited to, conflicting demands or disputed claims relating to the real estate commissions and/or brokerage fees.

ATTORNEYS FEES, COST/SUIT IN INTERPLEADER

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, as suit in interpleader brought by you. The parties expressly agree that you, as escrow holder, have the absolute right, at your election, to file an action in interpleader. You are authorized to deposit with the Clerk of Court all documents and funds held in this escrow.

RIGHT OF CANCELLATION

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within 5 days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent. In the event said other party shall fail within said ten day period to comply

with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

LEGAL ADVICE

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated as "First American Title Company") is not licensed to practice law and no legal advice has been offered by First American Title Company or any of its employees. I have been further informed that First American Title Company is acting only as escrow agent and that it is forbidden by law from offering advice to any party regarding the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American Title Company to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal council of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

CONSUMER COMPLAINTS

If you have a concern or complaint about the settlement services or title insurance you received from us, please contact our compliance team at:

cfpb@titlefc.com or

Title Financial Corporation

Compliance Department

P.O. Box 580

Blackfoot, Idaho 83221

PREPARATION OF FORM DOCUMENTS

I further declare all instruments to which I am a party, if prepared by First American Title Company, have been prepared under the direction of my attorney, agents acting in my behalf, or myself, at my direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at my direction or request.

PERSONAL PROPERTY TAXES

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

TAXPAYER REPORTING INFORMATION

The Seller(s) acknowledges that Federal Law requires First American Title Company to report this transaction to the Internal Revenue Service on Form 1099.

FACSIMILES/ELECTRONIC DOCUMENT DELIVERY

In the event Seller and/or Buyer utilize facsimile or electronically transmitted documents, Seller and Buyer agree to accept and instruct First American Title Company to rely upon documents as if they bore original signatures. Seller and Buyer agree to provide the documents bearing the original signatures within 5 days of transmission. Seller and Buyer acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

REMOTE ON-LINE NOTARY / E-SIGN CLOSING

In the event Seller and/or Buyer sign documents electronically through the use of a remotely accessed e-notary public, Seller and/or Buyer agree to comply with Agent and/or Title Insurance Underwriter requests to re-sign closing documents, specifically signed in wet ink live before a notary public. In the event e-sign signatures must be replaced by traditionally-executed documents, the undersigned agree to meet with a notary engaged by the Agent and/or Title Insurance Underwriter within 7 days of the request to sign any and all replacement documents. The documents will be executed in place of the executed closing documents previously signed.

In the event Seller and/or Buyer fail to comply with the requests to re-sign from Agent and/or Title Insurance Underwriter, Seller and/or Buyer shall reimburse Agent and/or Title Insurance Underwriter for any and all attorney fees, costs and other charges which Agent and/or Title Insurance Underwriter may incur as a result of enforcing compliance with the terms, or other damages resulting therefrom.

AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendments of and/or supplements to any instructions must be in writing. If any "Earnest Money Agreements," "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

FINANCIAL SOLVENCY

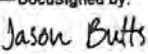
Both Seller and Buyer hereby agree to hold First American Title Company harmless from all liability due to the financial status or insolvency of any other party, or any misrepresentation made by any other party and any loss or impairment of funds that have been deposited in escrow that are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the escrow agent.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

I/We approve of the foregoing instructions, agree to be bound thereby, and will deliver to you documents, instructions and/or funds required within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the funds and record the documents to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties, to show title as herein provided. I agree to pay your usual escrow fees, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay title insurance premiums and recording fees which are properly chargeable to me.

Dated: / / 7/16/2020

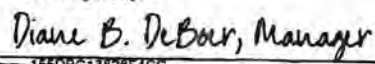
BUYER(S): Jason Butts

DocuSigned by:

Jason Butts

Address:
947 S. Shoshone
Boise, ID 83705

SELLER(S): Mirror Pond, LLC, and Idaho limited liability company

Mirror Pond, LLC, and Idaho limited liability
company, an Idaho limited liability company

DocuSigned by:

By: Diane B. DeBoer, Manager
Name: Diane B. DeBoer
Title: Manager

Address:

**533 East Riverside Drive, Suite 120
Eagle, ID 83616**

WARRANTY DEED

FOR VALUE RECEIVED, MIRROR POND LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto Jason Butts, a married man as his sole and separate property, whose current address is 947 S. Shoshone, Boise, Id 83705 ("Grantee"), the following described real property situated in Valley County, Idaho, to-wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

And also subject to current year's property taxes and non-monetary easements, liens or encumbrances of record or visible on the property.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantee and Grantee's successors and assigns forever, including any appurtenant water rights. And the said Grantor hereby covenants to and with said Grantee, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances except as noted above; and, that it will warrant and defend the same from all lawful claims whatsoever.

DATED this _____ day of _____, 20____.

MIRROR POND LLC,
An Idaho limited liability company

By: _____
DIANE B. DeBOER, Manager

READ & APPROVED:

Digitally signed by:

Jason Butts

453961B74EF94C3

STATE OF IDAHO,)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared **Diane B. DeBoer** known or identified to me to be the Manager of **Mirror Pond LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

WARRANTY DEED

FOR VALUE RECEIVED, MIRROR POND LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto Jason Butts, an unmarried man whose current address is 947 S. Shoshone, Boise, Id 83705 ("Grantee"), the following described real property situated in Valley County, Idaho, to-wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

And also subject to current year's property taxes and non-monetary easements, liens or encumbrances of record or visible on the property.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantee and Grantee's successors and assigns forever, including any appurtenant water rights. And the said Grantor hereby covenants to and with said Grantee, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances except as noted above; and, that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 15th day of July, 2020.

MIRROR POND LLC,
An Idaho limited liability company

By: Diane B. DeBoer
DIANE B. DeBOER, Manager

STATE OF IDAHO,)
County of Ada) ss.

On this 15th day of July, 2020, before me, a Notary Public in and for said State, personally appeared **Diane B. DeBoer** known or identified to me to be the Manager of **Mirror Pond LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

Gary Blaylock
NOTARY PUBLIC FOR IDAHO
My Commission Expires 9-29-22
GARY BLAYLOCK
NOTARY PUBLIC
STATE OF IDAHO

Date: **July 20, 2020**

File No.: **902968-MC (kt)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

**THE S $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE
MERIDIAN, VALLEY COUNTY, IDAHO.**

**ALSO KNOWN AS PARCEL 9 ON RECORD OF SURVEY RECORDED JUNE 4, 2020 AS
INSTRUMENT NO. 429001.**



First American Title Company

TAX AGREEMENT

Date: **July 14, 2020**

File No.: **902968-MC (kt)**

Property: **Not Addressed, McCall, ID 83638**

The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that First American Title Company, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Valley Assessor/Treasurer's Office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion, due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. In the event there is no proration due to the property's status at the time of sale, parties agree to prorate outside of escrow, per their agreement.
5. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND FIRST AMERICAN TITLE COMPANY DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.
6. SINCE THE PAREL BEING SOLD IS A SMALL PORTION OF THE TOTAL PROPERTY BEING TAXED, THE TAXES FOR 2020 ARE BEING PRORATED BACKWARDS WITH A CREDIT BEING GIVEN TO THE SELLER FOR 2020 TAXES. PRORATION WAS CALCULATED BASED ON THE AREAGE OF THE PARCEL BEING SOLD OF 20.17 ACRES TIMES \$21.49 PER ACRE FOR A TOTAL OF \$433.45. THE SELLER WILL PREPAY THE TOTAL TAX BILL OF \$9,251.88 AT CLOSING FOR THE 2020 TAXES.

Further, Buyer and Seller herein agrees to hold First American Title Company harmless from any loss, liability, or responsibility in the event the prorated tax figures are based on a Homeowner's Tax Exemption, (I.C. 63-105DD), do or do not apply for the year in which the sale occurs. It is agreed that it is the buyer's responsibility to investigate the status of and qualify for the Homeowner's Tax Exemption as it may apply to the property being purchased.

2019 Real Property Tax(es) for Parcel No. New for 2020

Tax Amount \$

7/16/2020

Dated: _____ day of _____, 20____

Mirror Pond, LLC, and Idaho limited liability company, an Idaho limited liability company

Jason Butts

DocuSigned by:

By: _____

Diane B. DeBoer, Manager

Name: Diane B. DeBoer

Title: Manager

Form 5030016-A (9-14-17)

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 616 North 3rd Street Suite 101, McCall, ID 83638
(208)634-4705

Issuing Office's ALTA ® Registry ID: 0046117

Loan ID No.:

Issuing Office Commitment/File No.: 902968-MC

Property Address: Not Addressed, McCall, ID 83638

Revision No.: 2

READ & APPROVED:

DocuSigned by:

Jason Butts

453961B74EF94C3...

SCHEDULE A

1. Commitment Date: **May 19, 2020 at 7:30 A.M.**

2. Policy (or Policies) to be issued:

Premium Amount reflects applicable rate

- (a) ☒ 2006 ALTA ® Standard Owner's Policy -
Proposed Insured: **Jason Butts**
Proposed Policy Amount: **\$210,000.00**
Endorsements:

Premium Amount \$ **1,029.00**
\$

- (b) ☒ 2006 ALTA ® Extended Loan Policy
Proposed Insured: **Lender with contractual obligations under a
loan agreement with the Proposed Insured identified at
Schedule A, Item 2(a).**
Proposed Policy Amount: **\$210,000.00**
Endorsements: **9-06, 22-06, 8.1-06**

Premium Amount \$ **384.00**
\$ **50.00**

- (c) ☐ ALTA ® Policy
Proposed Insured:
Proposed Policy Amount: \$
Endorsements:

Premium Amount \$
\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
Mirror Pond, LLC, an Idaho limited liability company

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

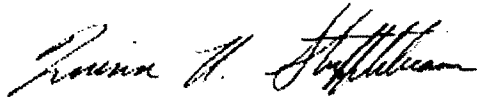
Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The Land is described as follows:

THE S½ OF THE NE1/4 SE1/4, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

ALSO KNOWN AS PARCEL 9 ON RECORD OF SURVEY RECORDED JUNE 4, 2020 AS INSTRUMENT NO. 429001.



By:

Authorized Countersignature

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

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

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

Owner's policy: Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title.

Loan policy: Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title or creating the lien of the Insured Mortgage.

7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's Policy shall be issued for not less than (1) the amount of the current sales price of the Land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the Land and any existing improvements at the time of issuance of the Policy. A Loan Policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured Mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral,

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

then for not less than the unencumbered value of the Land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

8. We require a copy of the certificate of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
9. For a member-managed LLC, we require that all members join in execution of conveyances and encumbrances and for a manager-managed LLC, we require that all managers join in execution of conveyances and encumbrances.
10. If title is to vest in Jason Butts, as his/her sole and separate property, we require a conveyance from his/her spouse if married.
11. We require that the spouse of the vestee join in any forthcoming conveyance or encumbrance.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. 2020 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2019 with respect to new improvements 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	Original Amount	Amount Paid	Parcel Number	Covers
2019	\$9,251.88	\$4,625.94	RP18N03E290004	this and add'l

Homeowners Exemption is not in effect for 2019.

Circuit breaker is not in effect for 2019.

9. Reservations in United States Patent, recorded as Instrument Nos. 8114, 9048, 10298, 10580 and 20770. (a copy of which is attached)
10. Provisions in deed to Lake Fork Reservoir Company, recorded July 14, 1921, as Instrument No. 5018.
11. Water Agreement upon the terms, conditions and provisions contained therein:
Parties: Oregon Short Line Railroad Company and Theodore Hoff
Recorded: October 22, 1926, Instrument No. 10856
12. Contract upon the terms, conditions and provisions contained therein:
Recorded: February 18, 1937, Instrument No. 22132
Seller: Boise Trust Company, a corporation
Buyer: Lake Irrigation District, a public corporation
13. Easement for power line granted to Idaho Power Company, recorded December 13, 1963, as Instrument No. 60891.
14. Easement for power line granted to Idaho Power Company, recorded November 1, 1967, as Instrument No. 67667.
15. Easement for power line granted to Idaho Power Company, recorded October 3, 1969, as Instrument No. 71060.
16. Easement for power line granted to Idaho Power Company, recorded August 6, 1973, as Instrument No. 82635.
17. Conditional Use Permit No. 99-21 recorded on October 26, 1999 as Instrument No. 243833 and Amended on December 22, 2015 as Instrument No. 395742.
18. Easement for power line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. 255373.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

19. Easement for Underground Power Line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. 255374.
20. Easement for power line granted to Idaho Power Company, recorded January 14, 2003, as Instrument No. 268278.
21. Conditional Use Permit No. 16-13 recorded on November 22, 2016 as Instrument No. 402597.
22. Right-of-way or easement of Norwood Road.
23. Right-of-way or easement of Lake Irrigation District Canal, creeks and ditches.
24. Right-of-way or easement of Clara Flotz Ditch.
25. Easement for Irrigation granted to Lake Irrigation District, recorded June 3, 2020, as Instrument No. 428991.
26. Easement for Irrigation granted to Lake Irrigation District, recorded June 3, 2020, as Instrument No. 428992.
27. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded June 4, 2020, as Instrument No. 429001.
28. Easement for Irrigation granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. 429028.
29. Notice Agreement upon the terms, conditions and provisions contained therein:
Parties: Diane B. DeBoer and the Estate of Judd W. DeBoer and Mirror Pond LLC
Recorded: June 4, 2020, Instrument No. 429030
30. Easement for Water granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. 429034.
31. Easement for Utility granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. 429036.

This page is only a part of a 2016 ALTA @ Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	---------------	--



First American Title™

Form 5030000 (1-31-17)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:
First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638
(208)634-4705**

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without.
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company, 616 North 3rd Street Suite 101, McCall, ID 83638
(208)634-4705

Issuing Office's ALTA ® Registry ID: 0046117

Loan ID No.:

Issuing Office Commitment/File No.: 902968-MC

Property Address: Not Addressed, McCall, ID 83638

Revision No.: 2

SCHEDULE A

1. Commitment Date: **May 19, 2020 at 7:30 A.M.**

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

(a) ☒ 2006 ALTA ® Standard Owner's Policy

Proposed Insured: **Jason Butts**

Proposed Policy Amount: **\$210,000.00**

Premium Amount \$ **1,029.00**

Endorsements:

\$

(b) ☒ 2006 ALTA ® Extended Loan Policy

Proposed Insured: **Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a).**

Proposed Policy Amount: **\$210,000.00**

Premium Amount \$ **384.00**

Endorsements: **9-06, 22-06, 8.1-06**

\$

50.00

(c) ☐ ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

Endorsements:

\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
Mirror Pond, LLC, an Idaho limited liability company

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The Land is described as follows:

THE S½ OF THE NE1/4 SE1/4, SECTION 29, TOWNSHIP 18 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.

ALSO KNOWN AS PARCEL 9 ON RECORD OF SURVEY RECORDED JUNE 4, 2020 AS INSTRUMENT NO. [429001](#).



By:

Authorized Countersignature

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

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

6. If the documents to be insured are to be electronically notarized by a notary outside of the state where the property is located the following exceptions will be added to the policies.

Owner's policy: Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title.

Loan policy: Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or arising out of the use of remote online notarization [and/or remote witnessing] in the transaction vesting the Title or creating the lien of the Insured Mortgage.

7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's Policy shall be issued for not less than (1) the amount of the current sales price of the Land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the Land and any existing improvements at the time of issuance of the Policy. A Loan Policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured Mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral,

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

then for not less than the unencumbered value of the Land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

8. We require a copy of the certificate of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
9. For a member-managed LLC, we require that all members join in execution of conveyances and encumbrances and for a manager-managed LLC, we require that all managers join in execution of conveyances and encumbrances.
10. If title is to vest in Jason Butts, as his/her sole and separate property, we require a conveyance from his/her spouse if married.
11. We require that the spouse of the vestee join in any forthcoming conveyance or encumbrance.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	--------------	--

8. 2020 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2019 with respect to new improvements 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	Original Amount	Amount Paid	Parcel Number	Covers
2019	\$9,251.88	\$4,625.94	RP18N03E290004	this and add'l

Homeowners Exemption is not in effect for 2019.

Circuit breaker is not in effect for 2019.

9. Reservations in United States Patent, recorded as Instrument Nos. [8114](#), [9048](#), [10298](#), [10580](#) and [20770](#). (a copy of which is attached)
10. Provisions in deed to Lake Fork Reservoir Company, recorded July 14, 1921, as Instrument No. [5018](#).
11. Water Agreement upon the terms, conditions and provisions contained therein:
Parties: Oregon Short Line Railroad Company and Theodore Hoff
Recorded: October 22, 1926, Instrument No. [10856](#)
12. Contract upon the terms, conditions and provisions contained therein:
Recorded: February 18, 1937, Instrument No. [22132](#)
Seller: Boise Trust Company, a corporation
Buyer: Lake Irrigation District, a public corporation
13. Easement for power line granted to Idaho Power Company, recorded December 13, 1963, as Instrument No. [60891](#).
14. Easement for power line granted to Idaho Power Company, recorded November 1, 1967, as Instrument No. [67667](#).
15. Easement for power line granted to Idaho Power Company, recorded October 3, 1969, as Instrument No. [71060](#).
16. Easement for power line granted to Idaho Power Company, recorded August 6, 1973, as Instrument No. [82635](#).
17. Conditional Use Permit No. 99-21 recorded on October 26, 1999 as Instrument No. 243833 and Amended on December 22, 2015 as Instrument No. 395742.
18. Easement for power line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. [255373](#).

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

19. Easement for Underground Power Line granted to Idaho Power Company, recorded July 3, 2001, as Instrument No. [255374](#).
20. Easement for power line granted to Idaho Power Company, recorded January 14, 2003, as Instrument No. [268278](#).
21. Conditional Use Permit No. 16-13 recorded on November 22, 2016 as Instrument No. 402597.
22. Right-of-way or easement of Norwood Road.
23. Right-of-way or easement of Lake Irrigation District Canal, creeks and ditches.
24. Right-of-way or easement of Clara Flotz Ditch.
25. Easement for Irrigation granted to Lake Irrigation District, recorded June 3, 2020, as Instrument No. [428991](#).
26. Easement for Irrigation granted to Lake Irrigation District, recorded June 3, 2020, as Instrument No. [428992](#).
27. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded June 4, 2020, as Instrument No. [429001](#).
28. Easement for Irrigation granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. [429028](#).
29. Notice Agreement upon the terms, conditions and provisions contained therein:
Parties: Diane B. DeBoer and the Estate of Judd W. DeBoer and Mirror Pond LLC
Recorded: June 4, 2020, Instrument No. [429030](#)
30. Easement for Water granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. [429034](#).
31. Easement for Utility granted to Mirror Pond LLC, recorded June 4, 2020, as Instrument No. [429036](#).

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 902968-MC	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16)
--------------------	---------------	--

INFORMATIONAL NOTES

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
- B. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the last 24 months: None

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Standard Final Plat Notes

- Floodplain Note:

FEMA FIRM panel(s): # _____ FIRM effective date(s): _____

Flood Zone(s): Zone _____ Base Flood Elevation(s): _____ (NAVD'88)

Flood Zones are subject to change by FEMA & all land within a floodway or floodplain is regulated by Title 9 and Title 11 of the Valley County Code.

- "Declaration of Installation of Utilities recorded as instrument # _____."
(shall reference electrical, phone, and fiber; along with a fire tank maintenance)
- "Declaration of Private Roads recorded as instrument # _____." (if applicable)
- "Shared Driveway Maintenance Agreement recorded as instrument # _____."
(if applicable)
- "Wildfire Urban Interface Protection Plan recorded as instrument # _____."
- "Development Agreement recorded as instrument # _____."
- "CCR's recorded as instrument # _____."
- "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
- "All lighting must comply with the Valley County Lighting Ordinance."
- "Only one wood burning device per lot."
- "Surrounding land uses are subject to change."
- Note wetlands and riparian area overlays as "no build" area.
- "Easements recorded as instrument # _____." (show all easements)

Plats with Irrigation Water or within Irrigation District/Company Boundaries:

- This subdivision is subject to the provisions of Idaho Code Section 31-3805 (1) regarding the delivery of irrigation water.

Standard Condition of Approval for CCR recommendation, if recorded:

1. Shall address lighting, noxious weeds, septic maintenance, wildfire prevention, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, and limit each lot to one wood-burning device.
2. Shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.
3. Should address whether short-term rentals will be allowed per the HOA.

Contact your local irrigation entity before you begin any construction, landscaping or other activity within a ditch easement.

Any unauthorized encroachments will be removed at your expense, in accordance with Idaho law.

Can I relocate and/or pipe the irrigation facility on my property?

Yes. But you must first obtain written permission from the entity operating the irrigation facility.

To obtain permission, contact your local irrigation entity to determine what information they will need to review your request. They will also advise you of any standards and/or specifications relating to moving or piping an irrigation facility.



Generally, canals and lateral ditches may only be relocated or piped during the non-irrigation season, after water is out of the delivery system.

Will the irrigation entity work with me to address my questions?

Yes. Contact your local irrigation entity if you have questions about the ditch easement on your property.

The irrigation entity can give you information about the irrigation facility in question. This may include:

- The scope of the ditch easement, including the access necessary to operate, clean, maintain and repair the facility; and
- Any policies and/or procedures regarding encroachments and/or modifications.

We appreciate your cooperation in working to protect our irrigation facilities. Feel free to contact us if you have any questions.

PO Box 3126
McCall, Idaho 83638

Shirley Florence
SECRETARY
208-634-9235

John Leedom
MANAGER
208-634-9672

Board Members
Justin Florence
Will Maki
Art Troufner

LAKE IRRIGATION DISTRICT

**What I need to
Know About
Irrigation
Easements and
Rights-of-Way?**



In Partnership With



IDAHO
**WATER
USERS**
ASSOCIATION

Each year, Idaho's water users divert millions of gallons of water from Idaho's rivers, reservoirs and aquifers. This water is delivered to farms, neighborhoods, parks and schools throughout the state through thousands of miles of canals, laterals, ditches and other facilities.

Since many of these facilities cross private property, it is important for you to understand the rights and obligations associated with a ditch easement or right-of-way (referred to as a "ditch easement").

What is a ditch easement?

- A ditch easement includes the irrigation facility and enough land along both banks to allow access for operation, cleaning, maintenance and repair. The width of the easement will vary depending on the facility.
- Access allows operators to remove sediment and other debris, mow, spray/burn and refurbish facilities and to perform other maintenance activities.



- The ditch easement includes the right to deposit any removed debris or other material on the banks of that facility.
- It is not required for a ditch easement to be recorded or notated on your deed(s). Mere existence of the facility constitutes notice of the ditch easement.
- Ditch easements are not public property and are not open to public use. Unauthorized third-party use of this land is a trespass.

Is there a ditch easement on my property?

If your land is crossed by a water delivery facility, there is likely an easement on your land.

You may use the easement area. However, you cannot interfere with access for operation, cleaning, maintenance or repair activities.

What are the irrigation entity's duties?

Irrigation entities must operate and maintain the facilities to minimize the risk of over-topping the banks, failure of the facility and/or blockage. This includes regular monitoring of water flows, ditch banks and irrigation structures.

Ditch easements are necessary to perform these duties. Access must not be blocked.

What happens if I encroach on a ditch easement?

Encroachments onto ditch easements interferes with access for operation, cleaning, maintenance and repair activities.

Idaho statute (42-1209) prohibits the placement of any encroachment within a ditch easement – including buildings, parking areas, fences, landscaping and other structures or activities within the ditch easement.



The installation of mercury vapor lamps is prohibited.

Flashing or intermittent lights, lights of changing degree of intensity, or moving lights shall not be permitted. This shall not be construed so as to prohibit holiday lights during the holiday season.

Sensor activated lights It is located in such a manner as to prevent glare and lighting onto properties of others or into a public right of way, set to only go on when activated and to go off within five (5) minutes after activation. The lights shall not be triggered by activity off the property.

Uplighting for flags is allowed provided the flag is of a government and the maximum lumen output is 1300 lumens. Flags are encouraged to be taken down at sunset to avoid the need for lighting. LED lighting shall not exceed 3000 degrees Kelvin.

Tod Costello Code Compliance
208-382-7145 ext., 1390

ALL OTHER OUTDOOR LIGHTING SHALL MEET THE FOLLOWING STANDARDS

The height of any light fixture or illumination source shall not exceed thirty feet (30').

All lighting or illumination units or sources **shall be hooded or shielded in a downward direction** so they do not produce glare or cause light trespass on any adjacent lot or real property as depicted in section Valley County Code 6-2-7.

Lights or illumination units shall not direct light, either directly or through a reflecting device, upon any adjacent lot or real property. **Lighting should not illuminate the sky or reflect off adjacent water bodies or produce glare or cause light trespass on any adjacent lot or real property.**

All outdoor lights used for parking areas, walkways, and similar uses mounted on poles eight feet (8') or greater in height shall be directed downward. The light source shall be shielded so that it will not produce glare or cause light trespass on any adjacent lot or real property.



Outdoor Lighting Dark Sky Compliance

Valley County Code 6-2-5 PURPOSE

The purpose is to promote the health, safety and welfare, the quality of life, and the ability to view the night sky, by establishing regulations and a process for review of exterior lighting.

APPLICABILITY

These standards shall apply to all outdoor lighting including, but not limited to, search, spot, or flood light.

PERFORMANCE STANDARDS

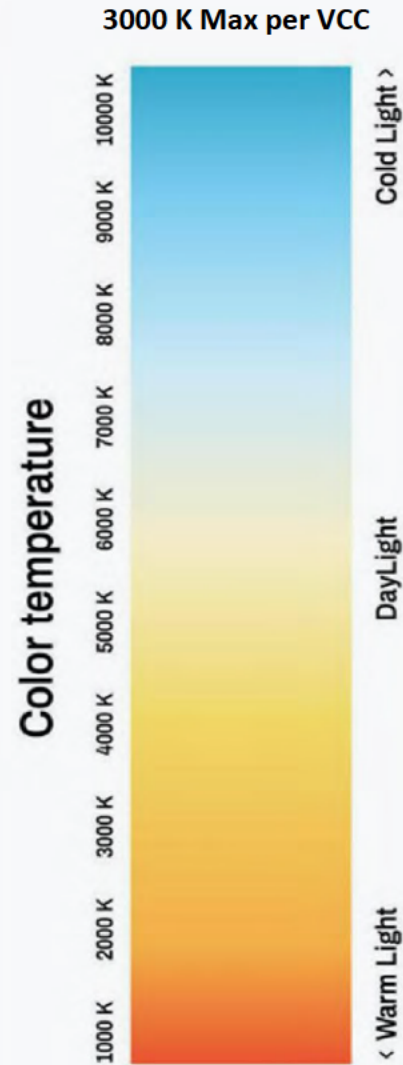
All nonessential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes.

Examples of Shielded Lights



NOTE : "Cannot See the Bulb"

Basic LED Colors/Kelvin Temperatures

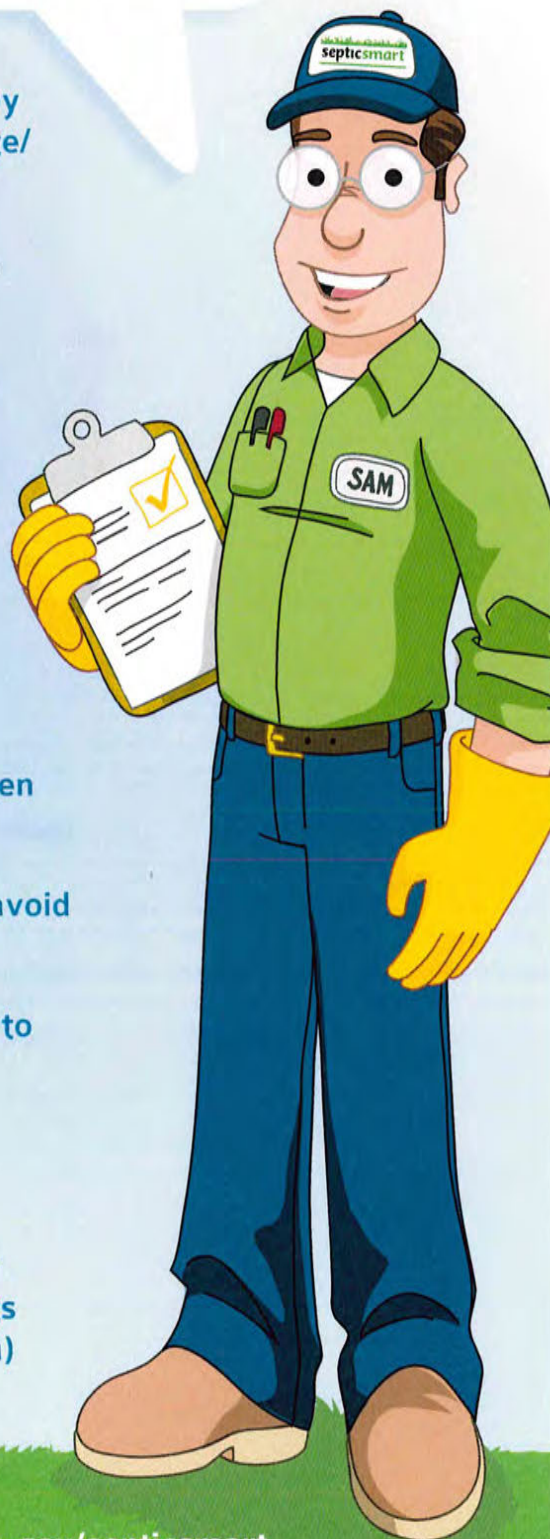


Here are some examples of options to bring your lights into Dark Sky Compliance



Top 10 Ways to Be a Good Septic Owner

- ✓ Have your system inspected every three years by a qualified professional or according to your state/local health department's recommendations
- ✓ Have your septic tank pumped, when necessary, generally every three to five years
- ✓ Avoid pouring harsh products (e.g., oils, grease, chemicals, paint, medications) down the drain
- ✓ Discard non-degradable products in the trash (e.g., floss, disposable wipes, cat litter) instead of flushing them
- ✓ Keep cars and heavy vehicles parked away from the drainfield and tank
- ✓ Follow the system manufacturer's directions when using septic tank cleaners and additives
- ✓ Repair leaks and use water efficient fixtures to avoid overloading the system
- ✓ Maintain plants and vegetation near the system to ensure roots do not block drains
- ✓ Use soaps and detergents that are low-suds, biodegradable, and low- or phosphate-free
- ✓ Prevent system freezing during cold weather by inspecting and insulating vulnerable system parts (e.g., the inspection pipe and soil treatment area)



A Homeowner's Guide to Septic Systems



**Idaho Department of Environmental Quality
1410 N. Hilton
Boise, ID 83706**

January 2001

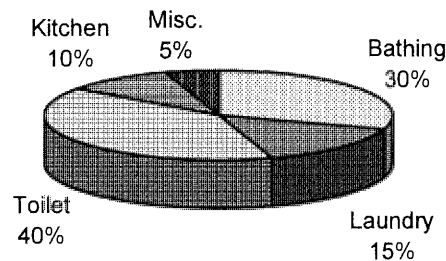


Do you have a home septic system? As an Idaho resident, there is a good chance you do—thirty-six percent of Idaho's homes, or about 210,000 residences, use septic systems to treat their sewage. These systems discharge more than 53 million gallons of wastewater into Idaho's soils annually, and this figure grows each year. In 1999, Idaho's seven health districts issued over 6,100 permits for new septic systems.

Septic systems dispose of household sewage, or wastewater, generated from toilet use, bathing, laundry, and kitchen and cleaning activities. Because septic systems are underground and seldom require daily care, many homeowners rarely think about routine operations and maintenance. However, if a septic system is not properly designed, located, constructed, and maintained, groundwater may become contaminated.

Household Wastewater

Households that are not served by public sewers depend on septic tank systems to treat and dispose of wastewater. Household wastewater carries with it all wastes that go down the drains in our homes, including human waste, dirt, food, toilet paper, soap, detergents, and cleaning products. It contains dissolved nutrients, household chemicals, grease, oil, microorganisms (including some that cause disease), and solid particles. If not properly treated by your septic system, chemicals and microorganisms in wastewater can travel through the soil to groundwater and pose a health hazard.



The average person uses between 50 and 75 gallons of water per day; mostly in the bathroom. Reducing your water use will help your septic system to work more efficiently.

Your Septic System

A conventional septic system has three working parts: a septic tank, a drainfield, and surrounding soil.

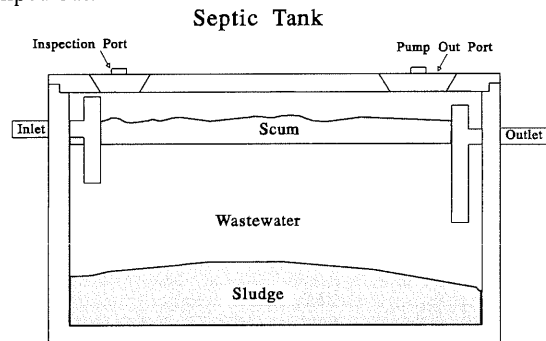
Septic Tank

Septic tanks can be made of concrete, fiberglass, or plastic and must be approved by the state. Minimum sizes of tanks have been established for residences based on the number of bedrooms in the dwelling. In Idaho, a 1,000-gallon septic tank is required for homes with three or four bedrooms. Larger tanks are required for larger homes. Local district health departments issue permits for septic systems and specify the minimum size tank. Some systems installed before the current rules and regulations may have smaller septic tanks.

A septic tank has three main functions:

- to remove as many solids as possible from household wastewater before sending the liquid, called “effluent,” to a drainfield;
- to decompose solids in the tank; and
- to store solids that do not decompose.

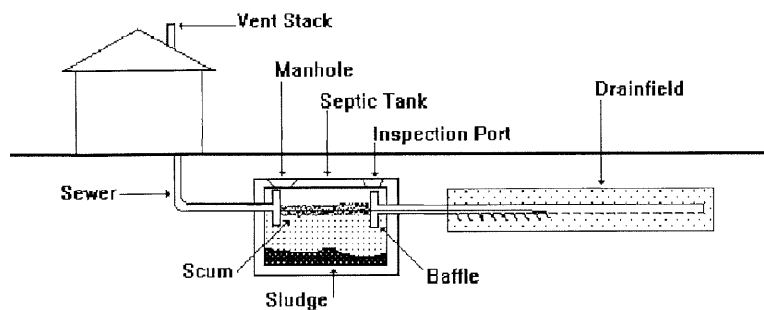
When raw wastewater enters the tank, heavy solids sink to the bottom of the tank as sludge. Light solids, such as grease and paper, float to the surface as scum. During the wastewater storage period, bacteria digest organic material in the wastewater. During this process, the solid material is reduced in volume and composition. Solids that do not decompose accumulate in the tank and eventually must be pumped out.



Tees, or baffles, are provided at the tank's inlet and outlet pipes. The inlet tee slows the incoming wastes and reduces disturbance of the settled sludge. The outlet tee keeps the solids and scum in the tank. As new wastewater enters the tank through the inlet tee, an equal amount of wastewater is pushed out of the tank through the outlet tee. The effluent that leaves the tank has been partially treated but still contains disease-causing bacteria and other pollutants.

Drainfield

Each time raw wastewater enters the tank it forces an equal amount of effluent into a drainfield. A standard drainfield is composed of a series of perforated pipes buried in gravel-filled trenches in the soil. The effluent seeps out of the perforated pipes and percolates through the gravel to the soil.



Soil

The soil below the drainfield provides the final treatment and disposal of the septic tank effluent. After the effluent has passed into the soil, most of it percolates downward and outward, eventually entering the groundwater. Soils are critical to the treatment of septic tank wastewater.

A system that is not functioning properly will release nutrient-rich and bacterial-laden wastewater into the groundwater and/or surface water. These contaminated waters pose a significant public health threat to people that come into contact with them. Wastewater that moves with groundwater can transport bacteria considerable distances. This can result in a threat to public health and adversely affect the quality of ground and surface waters.

Caring for Your Septic System

Installing Your System

In order to have a septic system installed on your property, you must first obtain a permit. Permit applications are available from your local district health department. Next, you must have a site evaluation performed. Make arrangements for this with your district health department and with a licensed septic system installer. Note that not all property is suitable for septic systems, so some permits may be denied. It is recommended that you have a site evaluation performed before you purchase property. Finally, have your system installed by a licensed installer and inspected by your local health district. Provide regular, preventative, maintenance to keep your system running smoothly.

Inspecting Your System

When too much sludge and scum are allowed to accumulate in your tank, the incoming sewage will not have enough time in the septic tank for solids to settle. Solids may flow to the drainfield and clog the pipes, causing the sewage to overflow to the ground surface, where it exposes humans and animals to disease-causing organisms. To prevent this from happening, it is very important to inspect your tank regularly and have it serviced when needed. All tanks have accessible manholes for inspecting and pumping. Some excavation work may be needed to uncover the manhole.

Properly designed tanks should have enough capacity for three to eight years of use before needing service. This is dependent upon the amount of wastewater generated. It is recommended that an average family of four have its septic tank pumped out every three to five years. Don't wait for signs of system failure to have your tank pumped. Your tank should be checked annually to measure sludge and scum levels. A licensed septic tank pumper can provide a septic tank inspection and recommend when the tank should be pumped. A tank inspection should include measuring the depth of scum and sludge and inspecting the tees in the septic tank.

If you do the inspection yourself, it is important to understand that septic tanks always appear full because both the inlet and the outlet are at the top of the tank. What you will need to know is how much of the tank's volume is being taken up by scum and sludge. When sludge and scum take up more than 35 percent of the tank volume, these solids need to be removed by pumping. A pole wrapped in a coarse weave cloth can be used to check the sludge depth. An extension on the pole can be used to measure the scum depth. Record these measurements as part of your pumping records. To check the tees, uncover the inspection ports.

Never allow anyone to enter your septic tank. Dangerous gases and the lack of oxygen can kill in minutes.

While it is impractical to inspect the pipes in your drainfield, it is important to watch for drainfield failure or overuse. See "Warning Signs of System Failure" in this booklet for information.

Maintaining Your System

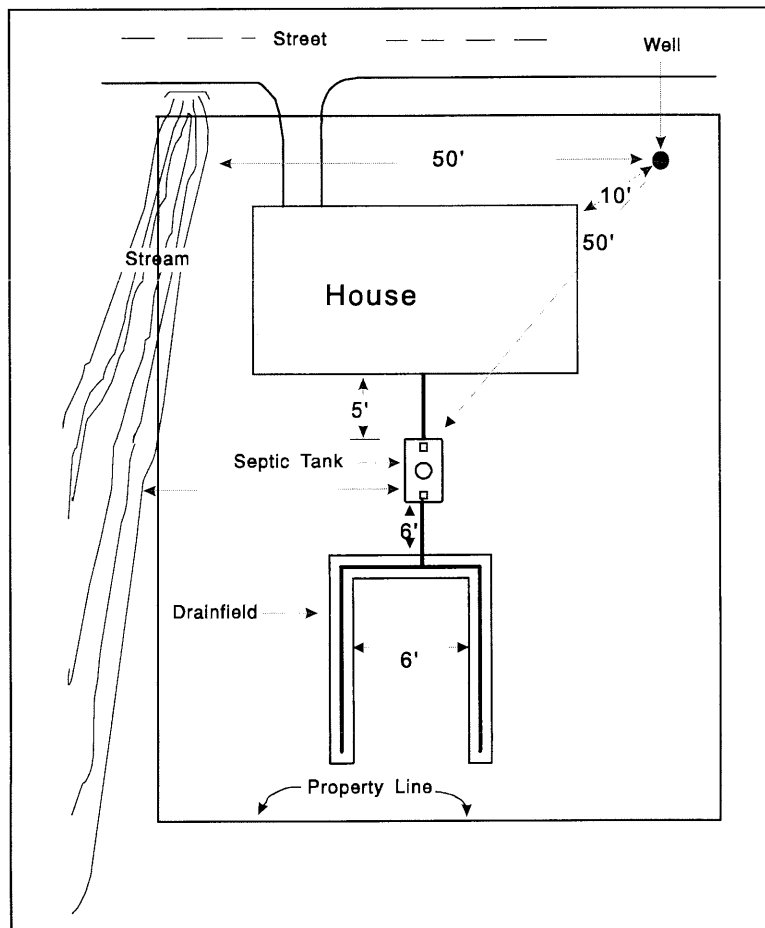
Pumping your septic tank every three years (or as determined by your inspections) will remove accumulations of solids, help keep the drainfield from becoming clogged, and help prevent you from experiencing sewage backups or septic system failure. An accumulation of sludge exceeding 35% of the total water depth in the septic tank could cause solids to enter the drainfield and clog the system. Hire a licensed septic tank pumper to pump your tank for you.

Mapping Your System

In order to take proper care of your septic system, you must know the location of the septic tank and drainfield. The location of your septic tank can be determined from plot plans, septic system inspection records, architectural or landscape drawings, or from observations of the house plumbing. If you do not have access to drawings, find where the sewer pipe leaves your house. Some installers mark the location where the waste pipe comes out of the house with an "S" on the foundation. You may want to do this as well. Probe in the ground 10 to 15 feet directly out from the location where the pipe leaves your house to find your tank.

Once the septic tank has been located, make several plot plan diagrams (with measurements) that include a rough sketch of your house, septic tank cover, drainfield area, well, and any other permanent reference points (such as trees or large rocks) and place them with your important papers. You'll find a sample system diagram on the next page, and a place to draw your own inside the front cover of this booklet. You may also want to hang a diagram in your garage and provide one to your local district health office.

Maintain a permanent record of any septic system maintenance, repair, sludge and scum levels, pumping, drainfield condition, household backups, and operations notes.



Create a septic system diagram, similar to this one, for your system.

Warning Signs of System Failure

While proper use, inspections, and maintenance should prevent most septic tank problems, it is still important to be aware of changes in your septic system and to act immediately if you suspect a system failure. There are many signs of septic system failure:

- surfacing sewage or wet spots in the drainfield area;
- plumbing or septic tank backups;
- slow draining fixtures;
- gurgling sounds in the plumbing system;
- sewage odors in the house or yard (note that the house plumbing vent on the roof will emit sewage odors and this is normal); and
- tests showing the presence of bacteria in well water.

If you notice any of these signs, or if you suspect your septic tank system may be having problems, contact a licensed septic system professional or your local district health agency for assistance.

Septic System Dos and Don'ts

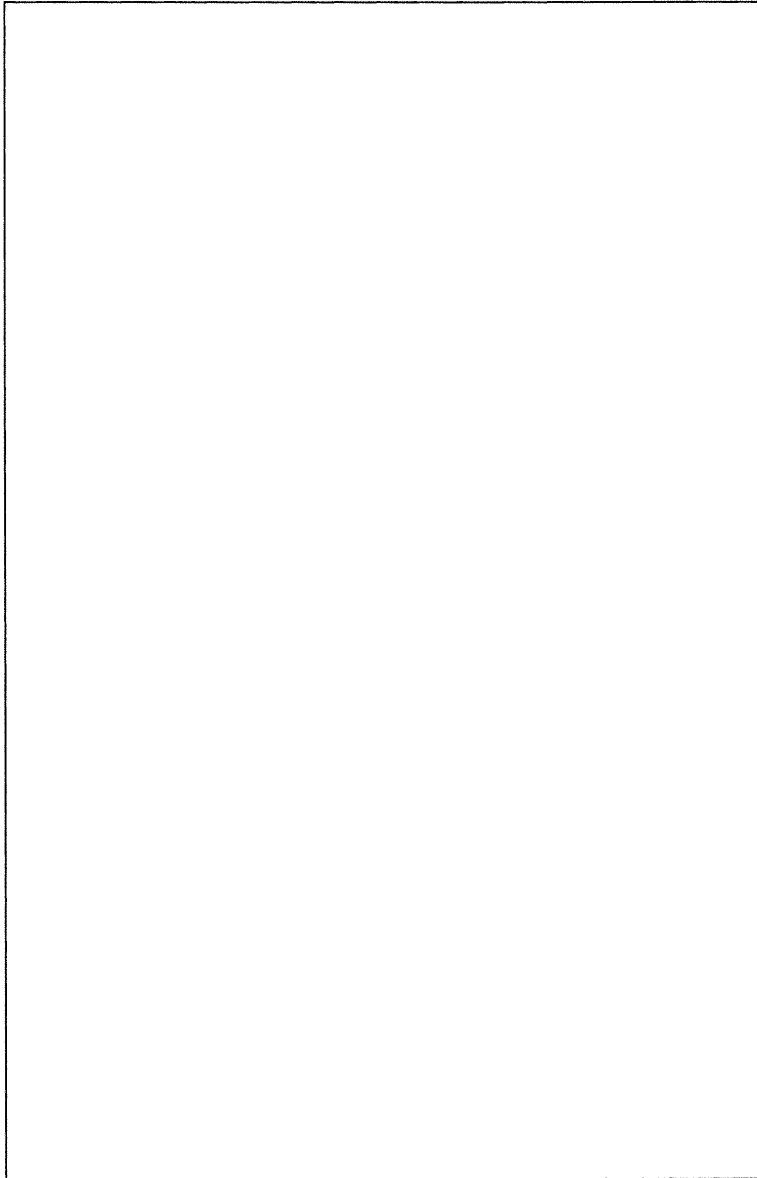
Proper operation of a septic system can prevent costly repairs or replacement. Observing the following guidelines will help to keep your system running efficiently.

Do

- ...practice water conservation. The more wastewater you produce, the more wastewater your system must treat and dispose. By reducing and balancing your use, you can extend the life of your system and avoid costly repairs.
 - Use water saving devices such as low flow showerheads.
 - Repair leaky faucets and plumbing fixtures immediately.
 - Reduce toilet reservoir volume or flow.
 - Take short showers.
 - Take baths with a partially filled tub.
 - Wash only full loads of dishes and laundry.
 - Shut off the water while shaving or brushing your teeth.
 - Balance your water use (e.g., avoid washing several loads of laundry in one day).
- ...keep accurate records. Know where your septic tank is, keep a diagram of its location using the space provided in this booklet, and keep a record of system maintenance.
- ...inspect your system annually. Check the sludge and scum levels inside the tank and periodically check the drainfield for odors, wet spots, or surfacing sewage.
- ...pump your system routinely. Pumping your septic tank is probably the single most important thing you can do to protect your system.
- ...keep all runoff away from your system. Water from roofs and driveways should be diverted away from the septic tank and drainfield area. Soil over your system should be mounded slightly to encourage runoff.
- ...protect your system from damage. Keep vehicles and livestock off your drainfield. The pressure can compact the soil or damage the pipes. Before you dig for any reason, check the location of your system and drainfield area.
- ...landscape your system properly. Plant grass over the drainfield area. Don't plant trees or shrubs or place impermeable materials, such as concrete or plastic, over the drainfield.
- ...use cleaning chemicals in moderation and only according to manufacturer's directions.

Don't

- ...flood irrigate over your system or drainfield area. The best way to irrigate these areas is with sprinklers.
- ...use caustic drain openers for clogged drains. Use boiling water or a drain snake to clean out clogs.
- ...enter a septic tank. Poisonous gases or a lack of oxygen can be fatal.
- ...use septic tank additives. They are not necessary for the proper functioning of your tank and they do not reduce the need for pumping. In fact, some additives can even harm your system.
- ...flush harmful materials into your tank. Grease, cooking oil, coffee grounds, sanitary napkins, and cigarettes do not easily decompose in septic tanks. Chemicals, such as solvents, oils, paints, and pesticides, are harmful to your systems operation and may pollute groundwater.
- ...use a garbage disposal. Using a garbage disposal will increase the amount of solids entering the septic tank and will result in the need for more frequent pumping.



Map your septic system here

For More Information

If you need to obtain a permit for a new or replacement septic system, or if you have questions about septic systems and their operation and maintenance, please contact your local health district.

Panhandle District Health Department
8500 N. Atlas Road
Hayden, ID 83835
208-415-5100

North Central District Health Department
215 10th Street
Lewiston, ID 83501
208-799-0353

Southwest District Health Department
920 Main Street
Caldwell, ID 83605
208-455-5400

Central District Health Department
707 N. Armstrong Place
Boise, ID 83704
208-327-7499

South Central District Health Department
1020 Washington Street North
Twin Falls, ID 83303
208-734-5900

Southeastern District Health Department
1901 Alvin Ricken Drive
Pocatello, ID 83201
208-239-5270

District 7 Health Department
254 "E" Street
Idaho Falls, ID 83402
208-523-5382