

Hummingbird Haven Subdivision Final Plat Transmittal Letter

Applicants are requesting preliminary and final plat approval of the Hummingbird Haven Subdivision. The Final Plat substantially complies with the preliminary plat and all applicable Valley County Ordinances. No Financial Guarantees are applicable. Please see Wildland Urban Interface Fire Protection Plan attached.

Valley County Planning and Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
cherrick@co.valley.id.us
208-382-7115



Subdivision Application

Includes Conditional Use Permit

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT

FILE # 25-021

FEE \$ 500

ACCEPTED BY _____

DEPOSIT _____

CROSS REFERENCE FILE(S): _____

DATE 12-10-2025

ADMINISTRATIVE PLAT

COMMENTS: 2 lots

SHORT PLAT

FULL PLAT

When an application has been submitted, it will be reviewed in order to determine compliance with application requirements. A hearing date will be scheduled only after an application has been accepted as complete.

Applicant's Signature: Bennett Childs

Date: 12/12/25

The following must be completed and submitted with the conditional use permit application:

- Neighborhood Meeting Information and results if 5 or more lots. VCC 9-5H-1.D
- A preliminary plat containing all of the necessary requirements according to the Valley County Subdivision Regulations, Title 10.
- A phasing plan and construction timeline.
- One 8½ x 11" – 300 scale drawing of the proposed subdivision showing only the street names and lots.
- A plot plan, drawn to scale, showing existing utilities, streets, easements, ditches, and buildings.
- A landscaping plan, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list, indicating the size, quantity, location, and name (both botanical and common) of all plant material to be used.
- A site grading plan clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- A lighting plan.
- A Wildfire Mitigation Plan.
- Names and mailing addresses of property owners within 300 feet of the property boundary. Information can be obtained through the Valley County GIS maps. Only one list is required.
- Ten (10) copies of the application and additional materials are required.**

We recommend you review Title 9 and Title 10 of the Valley County Code online at
www.co.valley.id.us/planning-zoning or
at the Planning and Zoning Office, 219 North Main, Cascade, Idaho.

Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

PROPOSED SUBDIVISION NAME: Hummingbird Haven

APPLICANT Bennett and Alexandria Childs PHONE (██████████)

Owner Option Holder Contract Holder

MAILING ADDRESS ██████████ ZIP 83638

EMAIL ██████████

PROPERTY OWNER Bennett and Alexandria Childs

(if not the applicant)

MAILING ADDRESS ██████████ ZIP 83638

EMAIL ██████████

Nature of Owner's Interest in this Development? We want to split our lot into two lots.

AGENT / REPRESENTATIVE Bennett Childs PHONE (██████████)

MAILING ADDRESS ██████████ ZIP 83638

EMAIL ██████████

ENGINEER Joe Canning Centurion Engineers

MAILING ADDRESS ██████████ ZIP _____

EMAIL jdcanning@centengr.com PHONE (208)343-3381

SURVEYOR Dunn land surveys (Dan Dunn)

MAILING ADDRESS 25 Coyote trail Cascade ID ZIP 83611

EMAIL dan@dunnlandsurveys.com PHONE (208)634-6896

PROPERTY INFORMATION

1. **SIZE OF PROPERTY** 6.012 Acres

2. **AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER** 0 Acres

3. **ANY RESTRICTIONS ON THIS PROPERTY?** Must show all easements on plat.

Easements Power

Deed Restrictions None

Liens or encumbrances Mortgage

4. **LEGAL DESCRIPTION** Tax Parcel no. 45 In a portion of the North 1/2 of the South east 1/4 of the North west 1/4 section 27 T.18N., R.3E., B.M., Valley County, Idaho 2025

5. **TAX PARCEL NUMBER(S)** RP18N03E274204

Quarter N 1/2

Section 27

Township 18 N

Range 3E

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY:

The existing land use is Residential. There is one single family home and a barn on the property.

7. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: None

8. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES:

North Residential

South Residential

East Residential

West Residential

9a. TYPE OF TERRAIN: Mountainous Rolling Flat Timbered

9b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes No

9c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: There are large boulders and wooded areas. There is also a area that has damp soil in the spring. I wouldn't call it a marsh.

10a. WATER COURSE: None

10b. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
(Information can be obtained from the Planning & Zoning Office) Yes No

10c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes No

10d. WILL ANY PART OF THE PROPERTY BE SUBJECT TO INUNDATION FROM STORMWATER
OVERFLOW OR SPRING MELTING RUN-OFF? No

11a. NUMBER OF EXISTING ROADS: 1 Width 12' Public Private
Are the existing road surfaces paved or graveled? Gravel Paved

11b. NUMBER OF PROPOSED ROADS: 1 Proposed width: 12'
Will the proposed roads be Public Private

Proposed road construction: Gravel Paved

12a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: Power and Internet

12b. PROPOSED UTILITIES: Power and internet

Proposed utility easement width 49' Locations dividing line between the old and new property

13. SOLID WASTE DISPOSAL METHOD: Individual Septic Central Sewage Treatment Facility

14. POTABLE WATER SOURCE: Public Water Association Individual

If individual, has a test well been drilled? Yes yes Depth 300 Flow 60 Purity Verified? Yes
 Nearest adjacent well This is not a test well it is the well for 62 llka Depth 300 Flow 60 gal per minute

15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes No
 Are you proposing any alterations, improvements, extensions or new construction? Yes No
 If yes, explain: In the future we will want to put another single family home on the 1.2 acres we are splitting off from the current house/ property.

16. DRAINAGE (Proposed method of on-site retention): on-site
 Any special drains? No (Please attach map)
 Soil type(s): Clay/sand mix
 (Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)

17. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? No
 If not, indicate the type of surety that will be put up to ensure the construction of the improvements within one (1) year from the date of filing the plat: The existing roads and utilities will be the only ones on the property. The driveway for the proposed Parcel will be added at construction.

18. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:
 Setbacks: Front per code feet Sides code Rear Per code feet
 feet Mobile homes allowed? Yes No
 Minimum construction value None Minimum square footage None
 Completion of construction required within _____ Days Months Years
 None Resubdivision permitted? Yes No
 Other _____

19. LAND PROGRAM:
 Open Areas and/or Common Areas Yes No
 Acreage in subdivision 6.012 Number of lots in subdivision 2
 Typical width and depth of lots One is 170'x332' the other is 559'x332'
 Typical lot are 1.2 and 4.7 ac. Minimum lot area 1 ac. Maximum lot area 6 ac.
 Lineal footage of streets N/A Average street length per lot N/A
 Percentage of area in streets N/A %
 Dedicating road right-of-way to Valley County? Yes No
 Percentage of area of development to be public (including easements) 0%
 Maximum street gradient _____
 Is subdivision to be completely developed at one time? Yes, the construction of the house does not have a timeline, but the subdivision will be completed at one time.

20. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights &/or are in an irrigation district. Submit letter from Irrigation District, if applicable.

21. COMPLETE ATTACHED WEED CONTROL AGREEMENT.

22. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.



VALLEY COUNTY

WEED CONTROL AGREEMENT

It shall be the duty and responsibility of all landowners to control noxious weeds on their land and property, in accordance with Idaho Statute 22-2407.

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

Valley County Weed Department can be contacted at 208-382-7199.

By: Bennett Childs
Applicant

By: Valley County Weed Supervisor

Date: 11/20/25

IMPACT REPORT (from Valley County Code 9-5-3-D)

You may add information to the blanks below or attach additional sheets.

- ❖ **An impact report shall be required for all proposed Conditional Uses.**
- ❖ **Thoroughly answer all questions. Mark N/A if the question is not applicable to your application.**
- ❖ **The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:**

1. Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, build-out, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.

This is a Lot split adding one additional 1.2 acre lot. This is intended to add one single family home. The impact will be the impact of one additional house.

2. Provision for the mitigation of impacts on housing affordability.

None

3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

Noise and vibrations will be consistent with a construction of a single family home. This will follow all valley county building ordinances.

4. Heat and glare that exist and that might be introduced from all possible sources such as autos in parking areas, outdoor lights, water or glass surfaces, buildings or outdoor activities.

This will be consistent with construction and residence of a single family home.

5. Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

This will be consistent with construction and residence of a single family home.

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wetlands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

All water use will be done using a well

7. Fire, explosion, and other hazards existing and proposed. Identify how activities on neighboring property may affect the proposed use.

This will be consistent with construction and residence of a single family home.

8. Removal of existing vegetation or effects thereon including disturbance of wetlands, general stability of soils, slopes, and embankments and the potential for sedimentation of disturbed soils.

Normal construction of a single family home disturbance. This will not effect a wetland.

9. Include practices that will be used to stabilize soils and restore or replace vegetation.

We will reseed any impacted areas after construction of the single family home. No damage will be done during the subdivision process.

10. Soil characteristics and potential problems in regard to slope stability, embankments, building foundation, utility and road construction. Include suitability for supporting proposed landscaping.

There are no problems with soil suitability and/or embankments.

11. Site grading or improvements including cuts and fills, drainage courses and impoundments, sound and sight buffers, landscaping, fencing, utilities, and open areas.

There are no current plans to build. We are setting this up to build a single family home in the future.

12. Visibility from public roads, adjoining property, and buildings. Include what will be done to reduce visibility of all parts of the proposal but especially cuts and fills and buildings. Include the impacts of shadows from new features on neighboring property.

There is no visibility from public or private roads.

13. Reasons for selecting the particular location including topographic, geographic and similar features, historic, adjoining land ownership or use, access to public lands, recreation, utilities, streets, etc., in order to illustrate compatibility with and opportunities presented by existing land uses or character.

We own the current house and are splitting a 1.2 acre lot off for another home.

14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.

This will be consistent with a single family home addition to Valley County.

15. Approximation of costs for additional public services, facilities, and other economic impacts.

This will be consistent with a single family home being added to the County.

16. State how the proposed development will impact existing developments providing the same or similar products or services.

Ilka lane is a private lane with single family homes on it. We will add one home, similar to the rest of the lane.

17. State what natural resources or materials are available at or near the site that will be used in a process to produce a product and the impacts resulting from the depletion of the resource. Describe the process in detail and describe the impacts of each part.

N/A

18. What will be the impacts of a project abandoned at partial completion?

None

19. Number of residential dwelling units, other buildings and building sites, and square footage or gross non-residential floor space to be available.

One home that adheres to all Valley County building codes.

20. Stages of development in geographic terms and proposed construction time schedule.

None

21. Anticipated range of sale, lease or rental prices for dwelling units, building or other site, or non-residential floor space in order to insure compatibility with adjacent land use and development.

N/A

Property Tax Exemption

New and expanding business may qualify for a property tax exemption for up to 5 years by meeting the qualifications in accordance with Idaho Code§ 63-602NN

Application must be filed with the Valley County Assessor's office before construction begins.

Protocols for qualifying property exemption in Valley County, Idaho:

- Application must be received prior to the start of construction (ex. Building Permits, excavation)
- Term of exemption, not to exceed 5 years, will be up to the discretion of the Valley County Board of Commissioners
- Retail sales business do not qualify
- Multi use may qualify excluding retail sale area
- Housing
 - Multi-family housing must have 5 units or more per structure.
 - Multi-Family housing units may qualify if more than one structure is built totaling 5 or more units
 - For local housing only (workforce)
 - Short term rentals not allowed
 - Units cannot be individually sold (e.g., no condominiums)
- Remodel and/or additions to existing businesses
 - Only the area of remodel/addition may qualify for exemption
 - Retail sales additions/remodel will not qualify

For further information regarding the 63-602NN application process and instructions, please contact the Valley County Assessor's office at 208-382-7126.

No Landscaping plan or site grading plan to be completed. Not applicable. No CC&R's. No HOA. No Variances

Wildland Urban Interface Fire Protection Plan

Form for Administrative Plat

General

All developers of proposed subdivision shall provide a Wildland Urban Interface Fire Protection Plan (the Plan) for review by the Planning and Zoning Board and approval by the Valley County Commissioners with their preliminary plat application.

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.

Wildfire Risk Assessment

This portion of the Plan includes a map and narrative describing the current status of the land to be developed. As a minimum, the following must be included:

1. Topographic map - *attach or use area on form.*
2. Site description including discussion of slope(s), aspect(s), and significant topographic features - *attach additional pages as necessary.*

The property is flat for the first 2/3rd coming from east to west. The last 3rd has a 2% grade with an east aspect. This slope tops out on the west side of the property.

3. Narrative describing existing vegetation and fuel hazards, distribution and continuity - *attach additional pages as necessary.*

The first 3rd going from west to east is timbered with brush under growth. The timber has been limbed. The second third is where the house is. There is a propane tank in this 3rd, also the lawn and horse arena. The last 3rd is first half timbered (this area is limbed) and 2nd half pasture grass.

4. Fire history including historical occurrence, causes, typical wind and climatic conditions which influence fire behavior - *attach additional pages as necessary.*

No known fire history. Proceed to #5

No known fire history.

5. Existing roads and bridges including a description of widths, grade percentages and weight limits - *attach additional pages as necessary and include on map.*
 No existing roads or bridges. Proceed to #6

No existing roads or bridges. There is a 12' wide driveway on this property.

6. Location of existing structures and an estimate of the proposed density, types and sizes of planned structures - *attach additional pages as necessary and include on map.*

There is a house on the middle 3rd on the north side of that 3rd. On the west 3rd there is a barn and greenhouse. These are located on the south side of that 3rd. The proposed density would be one more single family home on the lot we are splitting off.

7. Infrastructure that may affect wildland fire risk (i.e. existing power lines, railroad lines, propane tanks, etc.) - *attach additional pages as necessary and include on map.*
 No infrastructure. Proceed to #8

There is a buried propane tank on the north east corner of the existing house. There are power lines that are included on the lot map.

8. Description of existing features that may assist in controlling a wildfire (i.e. fuel breaks, water sources, etc.) - *attach additional pages as necessary and include on map.*
 No features. Proceed to #9

All timber area's are limbed and maintained. The middle 3rd of the property is a large fuel break that includes the horse arena and the property's lawn. The well is also located in that area.

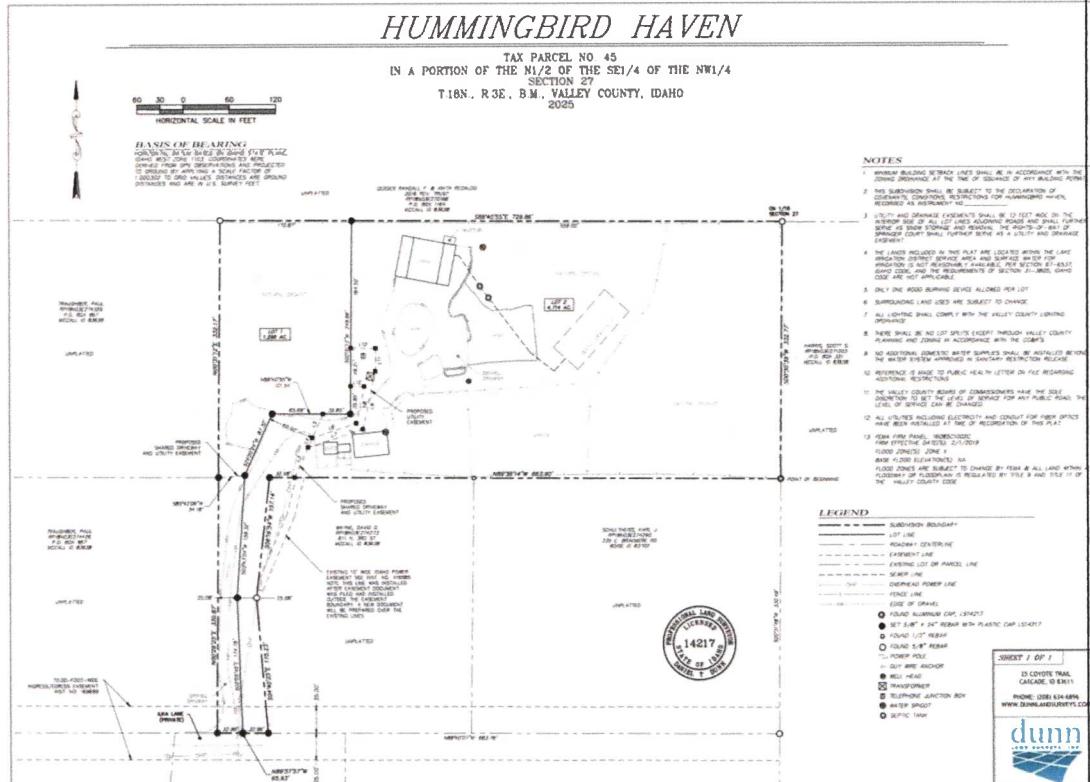
9. Current structural and wildland fire jurisdictional agencies

Structural is Valley county and wild land is department of lands USFS.

10. Effect of proposed development on current wildland fire risk within the development area and to adjacent landowners - *attach additional pages as necessary.*

No added wildfire risk

Map for Wildfire Risk Assessment. Add attachments as necessary to encompass all aspects of the plan.



Wildfire Risk Mitigation

This portion of the Plan includes a map(s) and narrative detailing planned wildfire hazard mitigation actions to be taken by the developer prior to individual lot development to mitigate risks to life and property from wildland fire. Specific items to be addressed include:

1. **Access:** Planned ingress and egress routes - *attach additional pages as necessary and include on map.*

Access will be the current driveway on the lot map attached

2. **Water supply for structural and wildland fire response** - *attach additional pages as necessary and include on map.*

The well and the house water system.

3. **Estimated response time and distances for jurisdictional fire agencies.**

20 minutes

4. **Planned fire protection systems and/or equipment.**

Sprinklers for the lawn. Smoke detectors in the house.

5. **Proposed infrastructure including bridge standards, road widths, grades, signage, above/below ground power lines, etc.** - *attach additional pages as necessary and include on map.*

There are above and below ground power lines on the map. The drive way is 12' wide with a looped turn around near the house. There is also a turn around on the west side of the property.

6. **Safety zone locations** - *attach additional pages as necessary and include on map.*

The middle 3rd of the property is a safety zone. It has the irrigated lawn and the horse arena in that 3rd.

7. **Planned live and dead fuel treatment actions including modification through thinning, pruning, piling, chipping, and fuel break construction; and removal through commercial harvest, chipping and hauling or prescribed burning** - *attach additional pages as necessary..*

The property is already prepared for wildfire risk. The wooded area's are thinned and limbed. Also the dead and down has been removed.

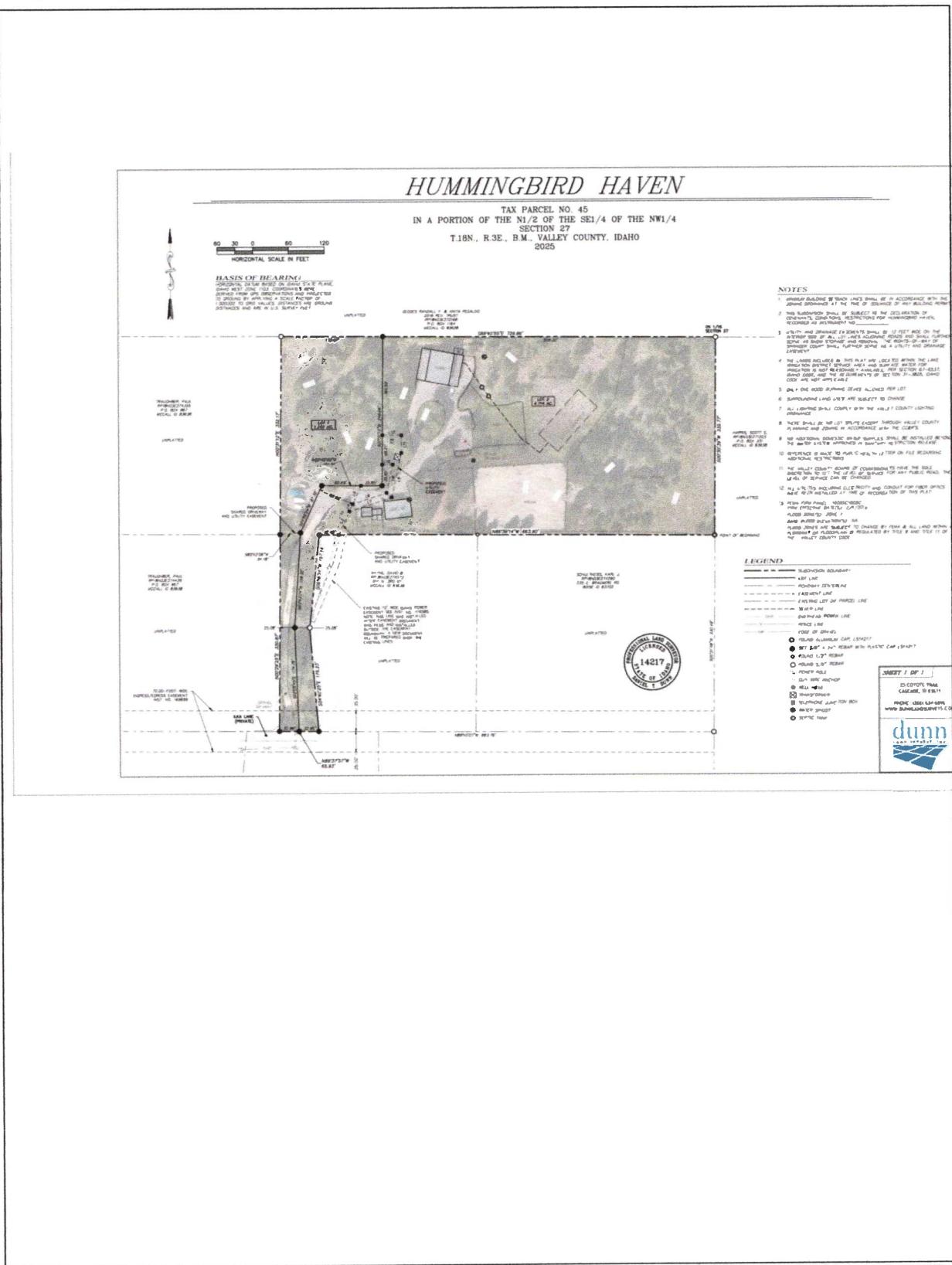
8. **Long-term maintenance schedule to sustain fuel treatment effectiveness** - *attach additional pages as necessary.*

General maintenance of the wooded areas by the future homeowners

9. **Analysis of the overall change in wildland fire risk within the development and to adjacent landowners once the planned mitigation actions are implemented** - *attach additional pages as necessary.*

No change in wildfire risk.

Map for Mitigation Plan. Add attachments as necessary to encompass all aspects of the plan.



Submittal, Implementation, and Verification

1. The Plan shall be submitted with the preliminary plat application to the Valley County Planning and Zoning Office.
2. Planned mitigation work must be completed prior to the issuance of building permits. A schedule for the phased completion of mitigation work may be approved.
3. 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.

Exceptions

Proposed Administrative Plats of less than 5 lots and proposed subdivisions with lands less than 20% forested (see definitions) are exempt from the Professional Forester requirement. For proposed subdivisions fitting these descriptions, the developer may complete the Plan utilizing a WUI Fire Protection form.

Cost

The cost of the Plan preparation shall be the responsibility of the applicant.

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.

Definitions

- **Approved** refers to approval as the result of review, inspection or tests by reason of accepted principles.
- **Aspect** generally refers to the direction to which a mountain slope faces. For example, as slope that faces the sun in the afternoon has a *westerly aspect* or is a *west-facing slope*.
- **Defensible space** refers to that area between a building and an oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and to provide an opportunity for firefighters to effectively defend the building.
- **Forested** - Title 38 Chapter 1, Idaho Code (Idaho Forestry Act) defines "Forest land" 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."
- **Fuelbreak** is an area, strategically located for fighting anticipated wildfires, where the vegetation has been modified or removed so that fires burning into it can be more easily controlled. Fuelbreaks may divide fire-prone areas into smaller areas for easier fire control and to provide access for firefighting.
- **Professional** can include qualified professional forester, fire ecologist or comparable experience. Professionals can be pre-qualified by the Commission or recommended by the Valley County Fire Working Group and kept on record at the Planning and Zoning office.
- **Professional Forester** is defined as an individual holding at least a Bachelor of Science degree in forestry from an accredited four (4) year institution. (This is consistent with Idaho State Tax Commission Rule 960 of the Idaho Administrative Code, Idaho State Tax Commission, P.D.A.P.A. 35.01.03, section 04).
- **Slope** is the variation of terrain from the horizontal; the number of feet of rise or fall per 100 feet measured horizontally, expressed as a percentage.
- **Structure** is that which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed or parts joined together in some manner.
- **Valley County Fire Working Group** is given charter by the Valley County Board of Commissioners and is tasked with oversight of the Community Wildfire Protection Plan. This group is represented by local Fire Departments, SITPA, public land managers (USFS, IDL, BOR), Bureau of Homeland Security, West Central Highlands RC&D, Valley County Natural Resource Consultants, etc.
- **Wildland Urban Interface Area** is that geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.
- **Wildfire** is an uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

Hummingbird Haven Subdivision Declaration of Utilities

Road: Ilka Lane has been built to Valley County Road Standard. It is a private, dead-end lane. There are currently 9 homes that are accessed from the lane. There are also lots on the lane that have not yet been built on. The homeowners on the lane share in all snow removal and maintenance costs.

Driveway: Hummingbird Haven has a proposed shared driveway that will provide access the two lot/homes. McCall Fire Department will verify that the driveway meets all ingress/egress requirements.

Power: Power has already been installed and is sufficient to service both lots – this has been verified by Idaho Power. Appropriate easements are in place.

Water: Both lots/homes will be serviced by individual wells.

Sewer: Both lots/homes will be serviced by individual septic systems.



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: September 26, 2025 **File No.:** 1028985

Property: 62 Ilka Lane, McCall, ID 83638

Buyer/Borrower: TBD

Seller: Alexandria Gabriel Childs and Bennett Gordan Childs

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Buyer/Borrower
TBD

Seller:
Alexandria Gabriel Childs and Bennett Gordan Childs



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Title Officer:

Jonathan Edwards
jonathan.edwards@amerititle.com
(208) 414-1792

Escrow Officer:

Email escrow closing documents to:



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid government issued photo I.D.



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, (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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned By:

Jonathan Edwards

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; [and]
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURE

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. 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 www.alta.org/arbitration.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: AmeriTitle, LLC
Issuing Office: 128 E Main St., Weiser, ID 83672
Loan Number:
Issuing Office File Number: 1028985
Property Address: 62 Ilka Lane, McCall, ID 83638
Commitment No.: [1]

1. Commitment Date: September 3, 2025 at 7:30 A.M.

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy Standard Extended
 Amount:
 Premium: \$0.00

Endorsements:

Proposed Insured:

TBD

(b) 2021 ALTA® Loan Policy Standard Extended
 Amount:
 Premium: \$0.00

Endorsements:

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Alexandria Gabriel Childs and Bennett Gordon Childs, wife and husband

5. The Land is described as follows:

See attached Exhibit 'A'

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY Old Republic National Title Insurance Company

REQUIREMENTS:

File Number: 1028985

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. N/A

NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. In the event that the contemplated transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation include full legal name, date of birth, residential address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1031.320 of Chapter 31 of the Code of Federal Regulations ("Code")

NOTE: The FinCEN Report requires certain residential real estate transaction purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity to be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

If **AmeriTitle, LLC** is not acting as a "Reporting Person" under the FinCEN rule for this transaction, where said company is not performing any escrow or settlement functions, responsibility for compliance with FinCEN reporting requirements lies with the party designated as the Reporting Person under the rule, which may include the settlement agent, escrow agent, or other party facilitating the closing.

AmeriTitle, LLC expressly disclaims any and all liability for FinCEN reporting obligations where said company is not performing any escrow or settlement functions.

- D. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- E. According to the available County Assessor's Office records, the purported address of said land is:
62 Iika Lane, McCall, ID 83638
- F. Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: \$1,848.44

Year: 2024

Parcel No.: RP18N03E274204

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**SCHEDULE B PART II****ISSUED BY Old Republic National Title Insurance Company****EXCEPTIONS:****File Number: 1028985**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable.
9. Ditch, road and public utility easements as the same may exist over the Land.
10. POWER LINE EASEMENT to Idaho Power Company as filed for record in the office of the Recorder of Valley County, Idaho on January 3, 1979 as Instrument No. 98988
11. ROADWAY EASEMENT as described on Quitclaim Deed, as filed for record in the office of the Recorder of Valley County, Idaho on October 11, 1989 as Instrument No. 169699
12. ROAD MAINTENANCE AGREEMENT, as filed for record in the office of the Recorder of Valley County, Idaho on October 30, 1989 as Instrument No. 170075
13. The following matters disclosed by survey prepared by Skiftun Land Surveying, Inc,
Recorded: August 1, 2018
Instrument No.: 415152
14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Idaho Power Company
Recorded: September 28, 2018
Instrument No.: 416585
15. Subject to roadway (Iika Lane) along entire southerly boundary.

16. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$548,250.00

Trustor/Grantor: Bennet Childs and Alexandria Childs, husband and wife

Trustee: AmeriTitle, LLC

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Primary Residential Mortgage Inc

Dated: October 7, 2021

Recorded: October 13, 2021

Instrument No.: [445017](#)

17. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$100,000.00

Trustor/Grantor: Alexandria Gabriel Childs and Bennett Gordon Childs, wife and husband

Trustee: AmeriTitle, LLC

Beneficiary: Idaho First Bank

Dated: December 13, 2023

Recorded: December 18, 2023

Instrument No.: [460835](#)

END OF SCHEDULE B

EXHIBIT 'A'

File No. 1028985

A parcel of land situate in the N1/2 SE1/4 NW1/4 of Section 27, T. 18 N., R 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Center 1/4 corner of Section 27, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey recorded as Instrument No. 196152, on file in Book 4, on Page 148 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence. N. 0°31'45" E., 660.80 feet, along the easterly boundary of the S1/2 SE1/4 NW1/4, to a 5/8" rebar at the end of the centerline of Ilka Lane, a 70.00 foot wide private road easement, as described in Instrument No. 169699, on file in the Office of the Recorder of Valley County, Idaho; thence, continuing N. 0°31'45" E., 330.33 feet along the easterly boundary of the N1/2 SE1/4 NW1/4, to an aluminum cap on a 5/8" rebar, the REAL POINT OF BEGINNING:

Thence, N. 89°38'00" W., 398.34 feet to a 1/2" rebar,

Thence, continuing N. 89°38'00" W., 265.36 feet to a 1/2" rebar,

Thence, S. 6°15'12" W., 157.04 feet to a 5/8" rebar, as shown on that particular Record of Survey recorded as Instrument No. 415152, on file in Book 13, on Page 170 of Surveys, in the Office of the Recorder Valley County, Idaho,

Thence, S. 4°40'52" E., 175.17 feet to a 5/8" rebar on said Ilka Lane easement centerline to a 1/2" rebar,

Thence, N. 89°46' 10" W., 65.87 feet along said easement centerline to a 1/2" rebar,

Thence, N. 0°30'02" E., 330.85 feet to a 1/2" rebar,

Thence, N. 0°30'02" E., 332.10 feet to a 5/8" rebar on the northerly boundary of said N1/2 SE1/4 NW1/4,

Thence, S. 89°40'46" E., 729.67 feet along said northerly boundary to a 5/8" rebar, marking the Center North 1/16 Corner of said Section 27,

Thence. S. 0°31'45" W., 332.69 feet along the easterly boundary of said N 1/2 SE 1/4 NW 1/4, to the Point of Beginning.

Bearings based on GPS derived State Plane Grid Azimuth. Idaho West Zone (1103) NAD83.

Together with ingress-egress easement granted in Warranty Deed recorded April 24, 1991 as Instrument No. 179800 and in Quitclaim Deed recorded October 11, 1989 as Instrument No. 169699

Tax Information

[Notes](#)
[Refresh](#)
[New Search](#)
[List](#)
[Close](#)
PIN: **RP18N03E274204**TAG: **TAG 041-0000**

AIN:

TIF:

Status: **Active**County: **43-Valley**

Geocode:

Case:

Rev acct: **0000071705**

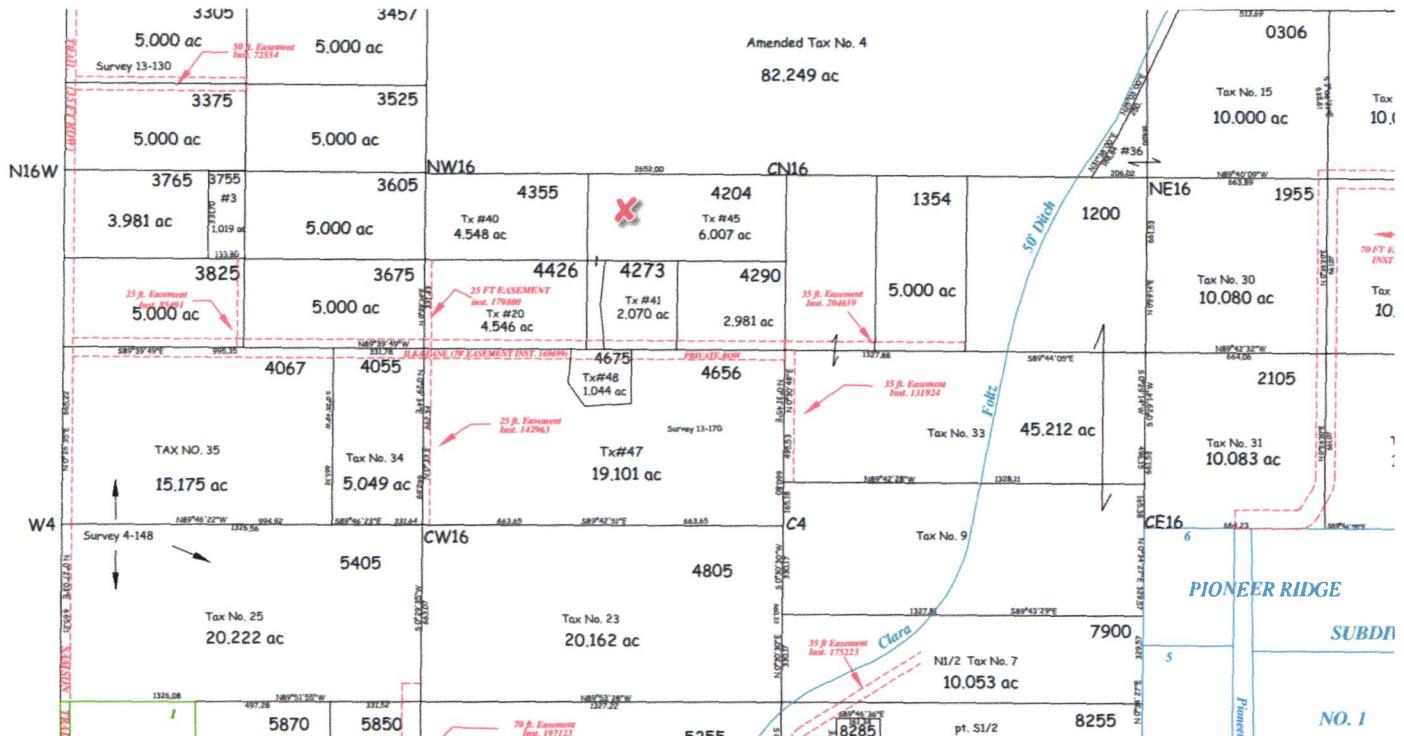
Pmt pln:

Tax sale:

ACH pln:

Current owner: **CHILDS ALEXANDRIA GABRIEL (more)**Ownership type: **Community Property**Situs address: **62 ILKA LN**Description: **TAX #45 IN N/2 SE NW S27 (...)**Class: **534 Res Impr on Cat 12**Roll type: **Real Property**

Year/Bill		2024-145654-A	*Tax Notice*	Copy	Print	Total Due	9/25/2025
Bill type:	Original	Actual	Owner of record:			Total Current	\$0.00
Bill dates:	November 01, 2024		CHILDS ALEXANDRIA GABRIEL			Delinquent	\$0.00
			5154 S ALSTON PLACE			Adv/Surplus	\$0.00
Amount:	\$850.43		MERIDIAN ID 83642			Discount	\$0.00
Paid date:	Tuesday, June 17, 2025					Total Due	\$0.00
Receipt:	<u>B25.1811</u>						
Sequence no:	1						
Paid by:	CORELOGIC TAX SERVICES						
Decal no:							
Description:	TAX #45 IN N/2 SE NW S27 T18N R3E						
Charge Summary							
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings			
1,848.44	-147.58	1,700.86	284.70	432.28			
Values/Exemptions							
Land Assessed	244,761 USD						
Imp Assessed	628,672 USD						
Total Acres	6.0071 Acres						
Total Value	873,433 USD						
Total Exemptions	125,000 USD						
Net Tax Value	748,433 USD						



**HUMMINGBIRD HAVEN SUBDIVISION
SHARED DRIVEWAY MAINTENANCE AGREEMENT**

This Shared Driveway Maintenance Agreement is made [Date _____], between [name and address of first party] ("Party A"), and [name and address of second party] ("Party B"), for the purpose of governing the maintenance, improvement, and repair the driveway shared by their 2 adjoining parcels.

1. Property affected. Party A is the owner of Parcel A, which is described as [legal description of Parcel A], and Party B is the owner of Parcel B, which is described as [legal description of Parcel B – a currently vacant lot].
2. Driveway description. Parcel A and Parcel B share a driveway (Both Parcel A's and Parcel B's driveways continue on past the shared driveway and are NOT considered to be part of this agreement – please see attached exhibits), this shared driveway created by [express easement / adverse possession / acquiescence / prescriptive easement / other method]. The shared driveway is described as [legal description of the shared driveway].
3. Purpose of this agreement. Party A and Party B have entered into this agreement to govern the maintenance, improvement, and repair of the share driveway. This agreement will schedule the maintenance, improvement, or repair of the driveway.
4. Sharing of costs for maintenance, improvement, repair, and removal of snow and ice. Party A and Party B agree to each be responsible for 50% of the cost of maintenance of the Shared Driveway, including without limitation, maintenance, improvement or repair of the driveway surface and snow and ice removal. Party A and Party B agree to engage a third party outside contractor for snow removal of the shared driveway.
5. Creation of the right to a lien for nonpayment. Party A and Party B agree that the other party shall have the right to place a lien against the property of the other for the other party's nonpayment of 50% of the costs of maintenance, improvement, or repair of the shared driveway or removal of snow and ice.
6. Party B will not be responsible for any shared driveway maintenance agreement costs until a build permit is acquired to begin building a home or shop on Parcel B.
7. Maintenance, Improvement or Repair. Party A and Party B agree to work together regarding any repairs or maintenance that is required on the shared driveway.
8. Transferees, Successors and Assigns. Party A and Party B intend this agreement to bind and benefit the owners and occupiers of both parcels and their transferees, successors, and assigns.

**HUMMINGBIRD HAVEN SUBDIVISION
SHARED DRIVEWAY MAINTENANCE AGREEMENT**

This Shared Driveway Maintenance Agreement is made [Date _____], between [name and address of first party] ("Party A"), and [name and address of second party] ("Party B"), for the purpose of governing the maintenance, improvement, and repair the driveway shared by their 2 adjoining parcels.

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7. Maintenance, Improvement or Repair. Party A and Party B agree to work together regarding any repairs or maintenance that is required on the shared driveway.
8. Transferees, Successors and Assigns. Party A and Party B intend this agreement to bind and benefit the owners and occupiers of both parcels and their transferees, successors, and assigns.

Signature: _____
[Typed name of Party A]

Acknowledged before me in Valley County, Idaho [Date: _____]
By: _____
[name of person acknowledged].

Signature: _____
[Notary public's name, as it appears on application for commission]
Notary public, State of Idaho, County of Valley.
My commission expires [date: _____].

STATE OF IDAHO, VALLEY COUNTY

Signature: _____
[Typed name of Party B]

Acknowledged before me in Valley County, Idaho [Date: _____]
By: _____
[name of person acknowledged].

Signature: _____
[Notary public's name, as it appears on application for commission]
Notary public, State of Idaho, County of Valley.
My commission expires [date: _____].

STATE OF IDAHO, VALLEY COUNTY

HUMMINGBIRD HAVEN

TAX PARCEL NO. 45
IN A PORTION OF THE N1/2 OF THE SE1/4 OF THE NW1/4
SECTION 27
T.18N., R.3E., B.M., VALLEY COUNTY, IDAHO
2026

60 30 0 . 60 120

HORIZONTAL SCALE IN FEET

BASIS OF BEARING

HORIZONTAL DATUM BASED ON IDAHO STATE PLANE,
IDAHO WEST ZONE 1103. COORDINATES WERE
DERIVED FROM GPS OBSERVATIONS AND PROJECTED
TO GROUND BY APPLYING A SCALE FACTOR OF
1.000302 TO GRID VALUES. DISTANCES ARE GROUND
DISTANCES AND ARE IN U.S. SURVEY FEET.

UNPLATTED

NOTES

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
2. UTILITY AND DRAINAGE EASEMENTS SHALL BE 12 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS AND SHALL FURTHER SERVE AS SNOW STORAGE AND REMOVAL. THE RIGHTS-OF-WAY OF SPRINGER COURT SHALL FURTHER SERVE AS A UTILITY AND DRAINAGE EASEMENT.
3. THE LANDS INCLUDED IN THIS PLAT ARE NOT LOCATED WITHIN AN IRRIGATION DISTRICT SERVICE AREA AND SURFACE WATER FOR IRRIGATION IS NOT REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THE REQUIREMENTS OF SECTION 31-3805, IDAHO CODE ARE NOT APPLICABLE.
4. ONLY ONE WOOD BURNING DEVICE ALLOWED PER LOT.
5. SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
6. ALL LIGHTING SHALL COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
7. THERE SHALL BE NO FUTURE DIVISION OF ANY LOT SHOWN HEREON.
8. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
9. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
10. 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.
11. ALL UTILITIES INCLUDING ELECTRICITY AND CONDUIT FOR FIBER OPTICS HAVE BEEN INSTALLED AT TIME OF RECORDATION OF THIS PLAT.

HARRIS, SCOTT
RP18N03E2712
P.O. BOX 33
MC CALL, ID 836

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.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF RECORDED DOCUMENTS SHOWN BELOW AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN CONFORMANCE. ALL FOUND MONUMENTS WERE ACCEPTED AND HELD.

REFER TO ROS BOOK 13, PAGE 170, INST. NO. 415152
REFER TO EASEMENT INST. NO. 169699
REFER TO EASEMENT INST. NO. 416585

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1326 IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS

DATE

INST. NO.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- ROADWAY CENTERLINE
- EASEMENT LINE
- EXISTING LOT OR PARCEL LINE
- ◎ FOUND ALUMINUM CAP, LS14217
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR

SHEET 1 OF 1

