

Valley County Planning & Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
Phone 208-382-7115
Fax 208-382-7119



Conditional Use Permit Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT

FILE # C.U.P. 21-31

ACCEPTED BY CH

CROSS REFERENCE FILE(S): _____

PROPOSED USE: Hamblin Sawmill

☒ Check # 194 or ☐ Cash

FEE \$ 150.00

DEPOSIT \$ _____

DATE 9-27-2021

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 or if applicant requests the hearing in writing.

Applicant's Signature: Melinda L. Vaic, James Hamblin Date: Sept. 27, 2021

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

- ❖ A detailed project description disclosing the purpose, strategy, and time frame of construction. Include a phasing plan if appropriate.
- ❖ A plot plan, drawn to scale, showing the boundaries, dimensions, area of lot, existing and proposed utilities, streets, easements, parking, setbacks, 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.
- ❖ Names and addresses of property owners within 300 feet of the property lines. Information can be obtained through the Assessor's Office. Only one copy of this list is required.
- ❖ Ten (10) copies of the application, project description, plot plan, landscaping plan, grading plan, and impact report are required.

We recommend you review the Valley County Codes online at www.co.valley.id.us/planning-zoning or at the Planning & Zoning Office at 219 North Main Street, Cascade, Idaho

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

Voicu Hamblin Industrial CUP: Portable Sawmill

Project Description:

Construction Time Frame: Estimated 2022-2027 (5 years)

Purpose: To build and operate a small portable sawmill on our 32 acres south of McCall.

Strategy: Begin in 2022 with landscaping and infrastructure (driveway by sawmill and electricity). In 2023 to finish infrastructure (widen existing driveway from sawmill to Norwood Road from 12' to 16') and begin construction of the pole barns. Begin operation between 2023-2027.

Description: The sawmill will be housed in a pole barn will be built in an 'L' shape facing away from the neighboring properties to the west and south and towards the center of our property. The solid backs of the buildings will be to the west and south, providing a screen to neighboring properties. The exterior walls and roof will be metal in natural colors (not white). We will use the electricity which is currently at the site. The dimensions are 60' x 30' and 60' x 20', connected in an L. Square footage will be up to 3,000 square feet. Pole barn height will be up to 25'. The sawmill itself is 24" long, portable and powered by an electric motor.

If needed, we will build a fence to secure the area against random entry, such as a barb wire fence, with a gate across the entrance. We are also willing to build a screening fence to shield neighbors.

The main hours of operation will be Monday to Friday 8:00 AM to 5:00 PM with occasional Saturdays.

Frontage: Our frontage is along Norwood Road, where our driveway easement is, and we would like to ask for a variance for the frontage to be within our existing 50' easement. The sawmill site is 1,450' from the frontage and not visible from the frontage or Norwood Road.

We will have occasional log truck traffic, but mostly traffic will be 2- ton trucks (which we are already approved for) or pickup trucks.

We built our driveway approach with trucks in mind and installed 40' of culverts. The driveway over the culverts is 38' wide. We are willing to add 20' of culverts to our approach to widen the road, if needed. We have had delivery semi-trucks enter on the approach without any problems.

Easements: LID Clara Foltz Ditch Easement (20'), but the sawmill will not encroach on this easement. Driveway/Utility Easement (50') along Parcel 27.

Setbacks: We are not seeking to open a large scale industrial stationary sawmill. We are seeking to build a pole barn to house a portable sawmill and to operate a small-scale family run operation. Due to the small size, and unique location of our sawmill, we are asking for a setback variance from the heavy industrial. We are asking for a variance of 75' setback from the west, which is considered the front of our property, although Norwood Road lies 1,450 feet to the west from the sawmill site. Also, the property slopes upward to the west, towards Norwood, which

blocks our sawmill from that direction. The heavy industrial 75' setback to the south (side) works fine and the setbacks to the north (side) and east (back) open into our property. This site is landlocked, not on or in site of a public road and is lower in elevation than the property to the west and Norwood Road. We are asking for a variance due to our unique situation.

Please see our **SITE PLAN**.

Landscaping Plan: Begin in 2022 with planting trees and shrubs along the west, south and east sides of the proposed site. We want to get the landscaping in place first, as providing a screen for neighbors is a priority for us.

Trees: aspens (Populus Family), pines (Pinus Family). Shrubs: lilacs (Oleaceae), willows (Willow Family).

Site Grading Plan: Site grading will be minimal as the area is minimally sloped. It is more sloped in the 75' setback to the west and continuing westward into our neighbor's property, but we will not be building in that area, just planting trees on our property.

Lighting: We will have minimal lighting, no higher than 30' with full cut-off shields and a motion detector. We will have 4 lights on the pole barn. All lights will be off when the sawmill is not in operation.

Driveway: Our existing driveway off Norwood Road to the sawmill will be expanded from 12' to 16' feet to the north side. We will include a Fire Code Turnaround at the sawmill. We plan to build a circular driveway at the mill. There will be occasional log trucks delivering logs to the sawmill and we will drive our own 2-ton trucks (which we already have approval for in our home-based masonry business CUP) as well.

Customers: Occasionally, customers will visit the sawmill. This will not be a weekly occurrence. We will deliver products to customers.

APPLICANT Melinda I. Voicu, James P. Hamblin

PHONE [REDACTED]

Owner ☒ Purchaser ☐ Lessee ☐ Renter ☐

APPLICANT'S MAILING ADDRESS P.O. Box 3091 McCall, ID ZIP 83638

OWNER'S NAME Melinda Voicu, James Hamblin

OWNER'S MAILING ADDRESS P.O. Box 3091 McCall, ID ZIP 83638

AGENT/REPRESENTATIVE _____ FAX _____ PHONE _____

AGENT/REPRESENTATIVE ADDRESS _____ ZIP _____

CONTACT PERSON (if different from above) _____

CONTACT'S ADDRESS _____ ZIP _____ PHONE _____

ADDRESS OF SUBJECT PROPERTY 14100 Norwood Road

PROPERTY DESCRIPTION (either lot, block & subdivision name or attach a recorded deed with a metes and bounds description.)

McCall Ranch Parcel #30. Driveway is between Johnson Lane and Moonridge Drive, on Norwood Road, to the east

TAX PARCEL NUMBER RP 18 N 03 E 284205

Quarter SE 1/4 NW 1/4 Section 2.8 Township 18 N Range 3 E

1. PROPOSED USE: Residential ☐ Civic or Community ☐ Commercial ☐ Industrial ☒

2. SIZE OF PROPERTY 32 Acres ☒ or Square Feet ☐

3. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY ARE AS FOLLOWS:

2 Residential Homes under construction
Use: Home Based Masonry Business plus Residential

4. 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: The LTD Clara Foltz Ditch runs along the south

The Stringer, Pond/Brown + Slow Ditches are smaller and run South to North through

5. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES: the property.

North agriculture

South residential (no homes yet)

East residential

West residential and agriculture

6. MAXIMUM PROPOSED STRUCTURE HEIGHT: 25'

7a. NON-RESIDENTIAL STRUCTURES OR ADDITIONS (if applicable):

Number of Proposed Structures: 1 Number of Existing Structures: _____

Proposed Gross Square Feet

1st Floor 3,000

2nd Floor _____

Total _____

Existing Gross Square Feet

1st Floor _____

2nd Floor _____

Total _____

8a. TYPE OF RESIDENTIAL USE (If applicable):
Single family residence ☐ Mobile home for single family residence ☐ Multiple residences on one parcel ☐

8b. SQUARE FOOTAGE OF PROPOSED RESIDENTIAL STRUCTURES (If applicable): _____

SQUARE FOOTAGE OF EXISTING RESIDENTIAL STRUCTURES: 1,700

8c. DENSITY OF DWELLING UNITS PER ACRE: 10.6 Acres per dwelling

9. SITE DESIGN:

Percentage of site devoted to building coverage: _____

Percentage of site devoted to landscaping: _____

Percentage of site devoted to roads or driveways: _____

Percentage of site devoted to other uses: _____, describe:

Total: 100%

10. PARKING (If applicable):

Office Use Only

a. Handicapped spaces proposed: _____

Handicapped spaces required: _____

b. Parking spaces proposed: _____

Parking spaces required: _____

c. Number of compact spaces proposed: N/A

Number of compact spaces allowed: _____

d. Restricted parking spaces proposed: _____

e. Are you proposing off-site parking: _____

11. SETBACKS:

BUILDING

Office Use Only

PARKING

Office Use Only

Proposed

Required

Proposed

Required

Front 75' off property line

Rear open land

Side 75' off property line

Street Side N/A

12a. NUMBER OF EXISTING ROADS: 1 Width: 12' Private or Public? Private

Are the existing road surfaces paved or graveled? graveled

12b. NUMBER OF PROPOSED ROADS: Widen road to 16' + Driveway to Sawmill Proposed width: 16'

Will the proposed roads be publicly or privately maintained? private

Proposed road construction: Gravel ☒ Paved ☐

13a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS:

Power at Sawmill Site

(East side has Power, Septic, Well, Propane)

13b. PROPOSED UTILITIES: Vault Toilet, Porta Potty

Proposed utility easement width _____ Location _____

14a. SEWAGE WASTE DISPOSAL METHOD: Septic ☐ Central Sewage Treatment Facility ☐

14b. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual ☒

If individual, has a test well been drilled? Yes Depth 196' Flow _____ Purity Verified? ☒

Nearest adjacent well 2,700' Depth 160' Flow 17-18 gal/min

Our well is on the East side of the Property.

15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes
Are you proposing any alterations, improvements, extensions or new construction? No
If yes, Explain: _____

16. DRAINAGE (Proposed method of on-site retention): _____
Any special drains? No (Please attach map)
Soil type (Information can be obtained from the Soil Conservation District): Archabal Loam
- 17a. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
(Information can be obtained from the Planning & Zoning Office) No
- 17b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes
- 17c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes but not affecting the sawmill
18. IS THERE ANY SITE GRADING OR PREPARATION PROPOSED? No If yes, Explain: _____

19. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights and are in an irrigation district. ✓
20. COMPLETE ATTACHED WEED CONTROL AGREEMENT ✓
21. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized. ✓



VALLEY COUNTY PLANNING & ZONING DEPARTMENT

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APPLICATION FOR IRRIGATION PLAN APPROVAL

submitted with C.U.P. & Subdivision Applications
(Idaho Code 31-3805)

Applicant(s): Melinda Voicu, James Hamblin
P.O. Box 3091 McCall, Idaho 83638
Mailing Address City, State Zip

Location of Subject Property: 14100 Norwood Road, East of Norwood Road
North of Johnson Lane
(Property Address or Two Nearest Cross Streets)

Assessor's Account Number(s): RP 18N03E284205 Section 28 Township 18N Range 3E

C.U.P. Number: _____

This land: ☒ Has water rights available to it
☐ Is dry and has no water rights available to it. If dry, please sign this document and return to the Planning & Zoning Department as part of your application.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water deliver entity ... no subdivision plat or amendment to a subdivision plat or any other plat or map recognized by the city or county for the division of land will be accepted, approved, and recorded unless:"

- A. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- B. The owner filing the subdivision plat or amendment to a subdivision plat or map has provided for the division of land of underground tile or conduit for lots of one acre or less or a suitable system for lots of more than one acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within an area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with 50-the irrigation system.
 2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. Any missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners as part of final plat approval.

1. Are you within an area of negotiated City Impact? Yes ☒ No

2. What is the name of the irrigation and drainage entities servicing the property?
Irrigation: L.I.D.
Drainage: _____

3. How many acres is the property being subdivided? N/A

4. What percentage of this property has water? 62%

5. How many inches of water are available to the property? 20 LID Acre Shares

6. How is the land currently irrigated? ☒ surface ☐ sprinkler ☐ irrigation well
☐ above ground pipe ☐ underground pipe

7. How is the land to be irrigated after it is subdivided? N/A Not to be subdivided.
☐ surface ☐ sprinkler ☐ irrigation well
☐ above ground pipe ☐ underground pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.
Headgates located on North side of L.I.D. Clara Folly Ditch. Gates lead to the Flow Ditch, Stringer Ditch and Pond/Brown Ditch. These 3 ditches flow north.

9. Is there an irrigation easement(s) on the property? ☒ Yes ☐ No

10. How do you plan to retain storm and excess water on each lot? N/A

11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates) Excess irrigation water runs north towards Browns Pond. We will contain oil and grease at the pole barn area

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on your map:

- ☒ All canals, ditches, and laterals with their respective names.
- ☒ Head gate location and/or point of delivery of water to the property by the irrigation entity.
- ☒ Pipe location and sizes, if any
- ☒ Rise locations and types, if any.
- ☒ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- ☒ Slope of the property in various locations.
- ☒ Direction of water flow (use short arrows on your map to indicate water flow direction →).
- ☒ Direction of wastewater flow (use long arrows on your map to indicate waste water direction →).
- ☒ Location of drainage ponds or swales, if any where wastewater will be retained on property
- ☐ Other information: _____

Also, provide the following documentation:

- ☒ Legal description of the property. *See Warranty Deed*
- ☒ Proof of ownership. *See Deed of Trust*
- ☒ A written response from the irrigation entity and/or proof of agency notification.
- N/A* ☐ Copy of any water users' association agreement currently in effect which shows water schedules and maintenance responsibilities.
- N/A* ☐ Copy of all new easements ready for recording (irrigation supply and drainage).
- N/A* ☐ If you are in a city area of impact, please include a copy of the approvals by the city planning and zoning commission and city council of your irrigation plan.

=====Applicant Acknowledgement=====

I, the undersigned, agree that prior to the Planning and Zoning Department accepting this application, I am responsible to have all the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be **bonded** and/or **installed** prior to the recording of the plat or building permit.

Signed: Melinda L. Vucin, James Harmon Date: Sept. 27, 2021
Applicant / Property Owner (Application Submitted)



VALLEY COUNTY

WEED CONTROL AGREEMENT

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.

COOPERATOR

Melinda I Voicer

James P Hamblin

James Hamblin

By: Melinda I Voicer

By: _____

Valley County Weed Control

Date: Sept. 27, 2021

Date: _____

** See attached Impact Report Answer*

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

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wet lands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.
7. Fire, explosion, and other hazards existing and proposed. Identify how activities on neighboring property may affect the proposed use.
8. Removal of existing vegetation or effects thereon including disturbance of wet lands, general stability of soils, slopes, and embankments and the potential for sedimentation of disturbed soils.
9. Include practices that will be used to stabilize soils and restore or replace vegetation.
10. Soil characteristics and potential problems in regard to slope stability, embankments, building foundation, utility and road construction. Include suitability for supporting proposed landscaping.
11. Site grading or improvements including cuts and fills, drainage courses and impoundments, sound and sight buffers, landscaping, fencing, utilities, and open areas.

- 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 affect of shadows from new features on neighboring property.**
- 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.**
- 14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.**
- 15. Approximation of costs for additional public services, facilities, and other economic impacts.**
- 16. State how the proposed development will impact existing developments providing the same or similar products or services.**
- 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.**

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

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

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

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.

CUP Portable Sawmill for Voicu/Hamblin: Impact Report

Question 1: Existing driveway is 12' wide and will be widened to 16'. Materials used will be drain rock and road base materials. Traffic already approved in the CUP for our home-based masonry business will also be used for our portable sawmill. Trucks are 2 ton. Occasionally, a log truck will deliver logs to the site.

Question 2: N/A

Question 3: During construction of the facility noise levels will increase during the day. Operation of the sawmill will increase noise levels somewhat. The engine is electric and would not be running continuously. The site is already noisy due to being in the flight path of the McCall airport.

Question 4: N/A

Question 5: Sawdust that would be generated by the sawmill would be contained by the pole barns. We would build bins to hold the sawdust in and recycle it. The driveway would be gravel, to help keep the road dust down.

Question 6: This area is not a wetland and is not prone to flooding. There is a water ditch nearby which could be used for fire protection. The sawmill doesn't require water. We would use water for landscaping.

Question 7: The motor will be electric. The saw blade is a potential hazard.

Question 8: There is minimal sloping, but what runoff that might be there would run east. We would be disturbing the soil minimally to build a gravel driveway/turn around, a pad for part of the pole barn, bins to hold sawdust, and logs will be stored on the ground.

Question 9: We will landscape the areas to the west, south, and part of the east of the pole barn with trees and shrubs.

Question 10: We will be able to support our proposed landscaping with our water rights off the Slow Ditch, which is to the east of the proposed site. The area has a low slope grade, and we don't anticipate problems with stability.

Question 11: We are not site grading. We are building our pole barn in an L shape facing away from potential neighbors to provide a screen. The backs of the pole barn will be enclosed. Further screening will be provided by trees and shrubs planted to the west, south and east of the proposed site. We are willing to build either a barb wire fence, a wooden fence, or a combination of the two around the site. This would provide further screening and safety for potential neighbors.

Question 12: The site is not visible from any public roads. At this time, there is one house under construction to the northwest approximately 1,500 feet from the sawmill site, which is partially

visible. There is a shop with a home above it under construction 2,700' to the southeast. As future homes are built, the screens (landscaping, buildings, fencing) we have in place would screen them from the sawmill. Norwood Road is 1,450 feet away from the mill site and the land slopes upward in that direction. The mill is in a low point.

Question 13: This section of our property is close to existing electricity. It is dry and has a low slope grade. It is adjacent to our existing driveway and the closest portion of our property to Norwood Road. We can avoid driving too close to the Clara Foltz Ditch by using this location.



Melinda Voicu <melindaisabel7@gmail.com>

newly constructed driveway, fire regulations

Melinda Voicu <melindaisabel7@gmail.com>
To: Garrett de Jong <garrett@mccallfire.com>

Fri, Sep 10, 2021 at 2:13 PM

Hello Garrett,

We were approved for an At Home Business CUP in March and are still working on our driveway and the turnaround by our homes.

We are now working on an Industrial CUP, which is required to operate a small sawmill on our property. The driveway we are putting in is 12' wide for our 3 homes. With an Industrial CUP, what are the standards for a driveway? There will be occasional logging trucks driving down to the sawmill, eventually. Also, are the turnaround standards different for industrial vs at home business? Our at home business is a masonry business.

Here is a photo of our survey map. Our driveway is through an easement of Parcel 27, and we would like to put the sawmill at the southwest corner of the property, next to our existing 12' driveway.

Thank you for your help. We are gathering information to figure out our options.

Have a nice weekend.

Thanks!

Melinda Voicu
James Hamblin

14102 Norwood RD (our address is still being verified by the postal system so it doesn't show up yet via gps)

We are located between Johnson Lane and Moonridge Drive, on the east side of Norwood Road.

newly constructed driveway, fire regulations

Garrett de Jong <garrett@mccallfire.com>
To: Melinda Voicu <melindaisabel7@gmail.com>

Fri, Sep 10, 2021 at 2:25 PM

Hello Melinda,

Driveways need to have an unobstructed width of 12' wide excluding shoulders. For a business, driveway/ access roads shall be 16' wide, excluding shoulders.

I attached approved turnarounds.

Please let me know if you have any questions.

Garrett de Jong

Fire Chief - McCall Fire & EMS



[Quoted text hidden]

 **2018 IFC Turnarounds.pdf**
57K

Obstruction Evaluation

Melinda Voicu <melindaisabel7@gmail.com>
To: Richard Stein <rstein@mccall.id.us>

Wed, Sep 15, 2021 at 8:38 PM

Hello Richard,

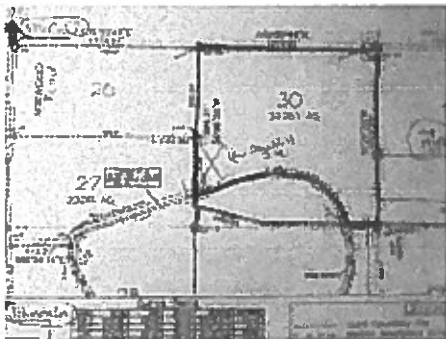
We are in the process of applying for an Industrial CUP through Valley County for operating a portable sawmill on our property, which is south of the McCall airport. We are proposing building a pole barn which would be less than 25' in height to house the sawmill and other items. We are working on the FAA OE/AAA Obstruction Evaluation application to make sure our height is approved for that location. We wanted to reach out to check if you could see any issues with this proposal.

We have attached a site map of our property, parcel 30 of the McCall Ranch which was sold last year, and a photo of a close up of the proposed site location.

Thank you for your time.

Melinda Voicu
James Hamblin

2 attachments



Proposed Site of Portable Sawmill. Voicu Hamblin.jpg
2053K

 **Detailed Survey #30.pdf**
236K

Notice of CUP for portable sawmill

1 message

James Hamblin <jameshamblinmasonry@gmail.com>

Thu, Sep 23, 2021 at 11:38 AM

To: sflorence80 <sflorence80@gmail.com>

Hello Shirley,

We hope you are having a wonderful fall.

We would like to operate a portable sawmill on our property and, in order to do so, we need to apply for a new Conditional Use Permit (CUP) with Valley County Planning and Zoning. It's called a Heavy Industrial CUP.

Part of the CUP is to notify the LID of our plans.

We plan to build a pole barn structure to house a portable sawmill. The location will be the south west corner of our property, right where our 50' driveway/utility easement ends, just past the large pump there, north of the telephone/electric pole. The turn off to drive to the sawmill will be between the large irrigation pump and the Slow Ditch. We will not encroach any closer to the Clara Foltz than we already are. The site is where the road is farther away from the ditch.

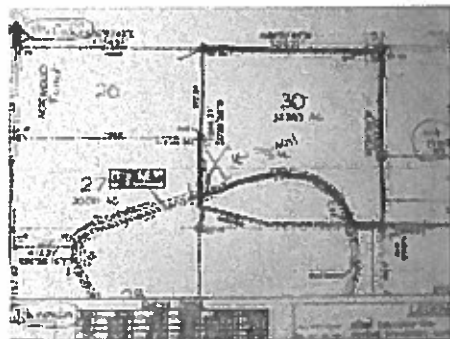
We have a 75' setback from the south property line (which is the center of the Clara Foltz Ditch).

The driveway from Norwood Road to the entrance to the proposed sawmill site must have a 16' wide road, per fire code requirements. We would widen the existing 12' road on the north side, away from the Ditch, so we won't be any closer to the Ditch than we already are.

We attached a map and sketch so you can see what we are trying to explain more clearly. Please let us know if you have any concerns or questions and we will be happy to talk it over.

Thanks Shirley!

Melinda Voicu
James Hamblin

3 attachments

Proposed Site of Portable Sawmill. Voicu Hamblin.jpg
2053K

View of Sawmill Proposed Site, looking northeast.jpg
1188K



Pole Barn.Sawmill Proposed Site Map.jpg
2249K



James Hamblin <jameshamblinmasonry@gmail.com>

Notice of CUP for portable sawmill

Shirley Florence <sflorence80@gmail.com>

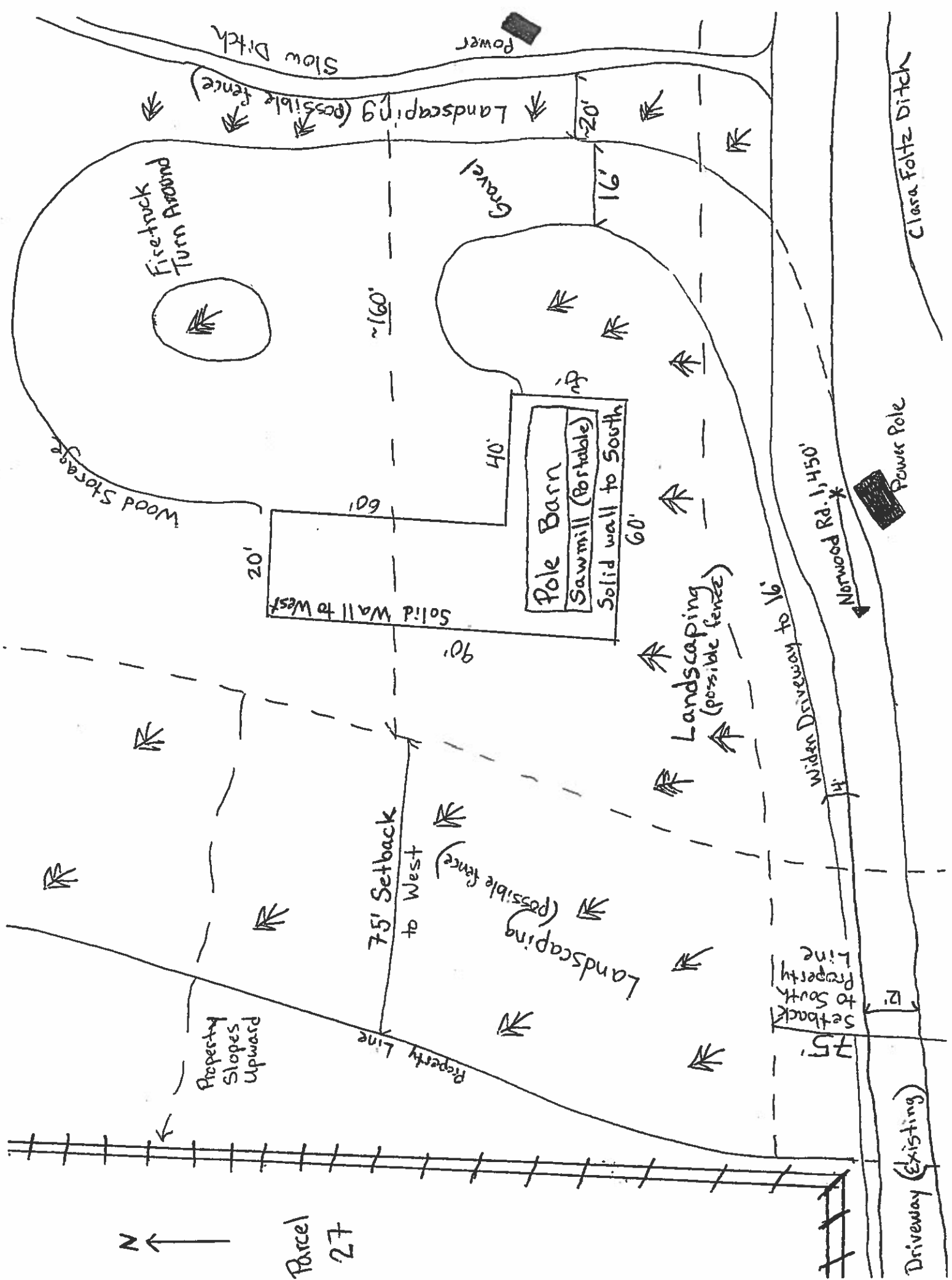
Thu, Sep 23, 2021 at 2:31 PM

To: James Hamblin <jameshamblinmasonry@gmail.com>

I printed this off and will present it to the board at our next meeting in Oct.

[Quoted text hidden]

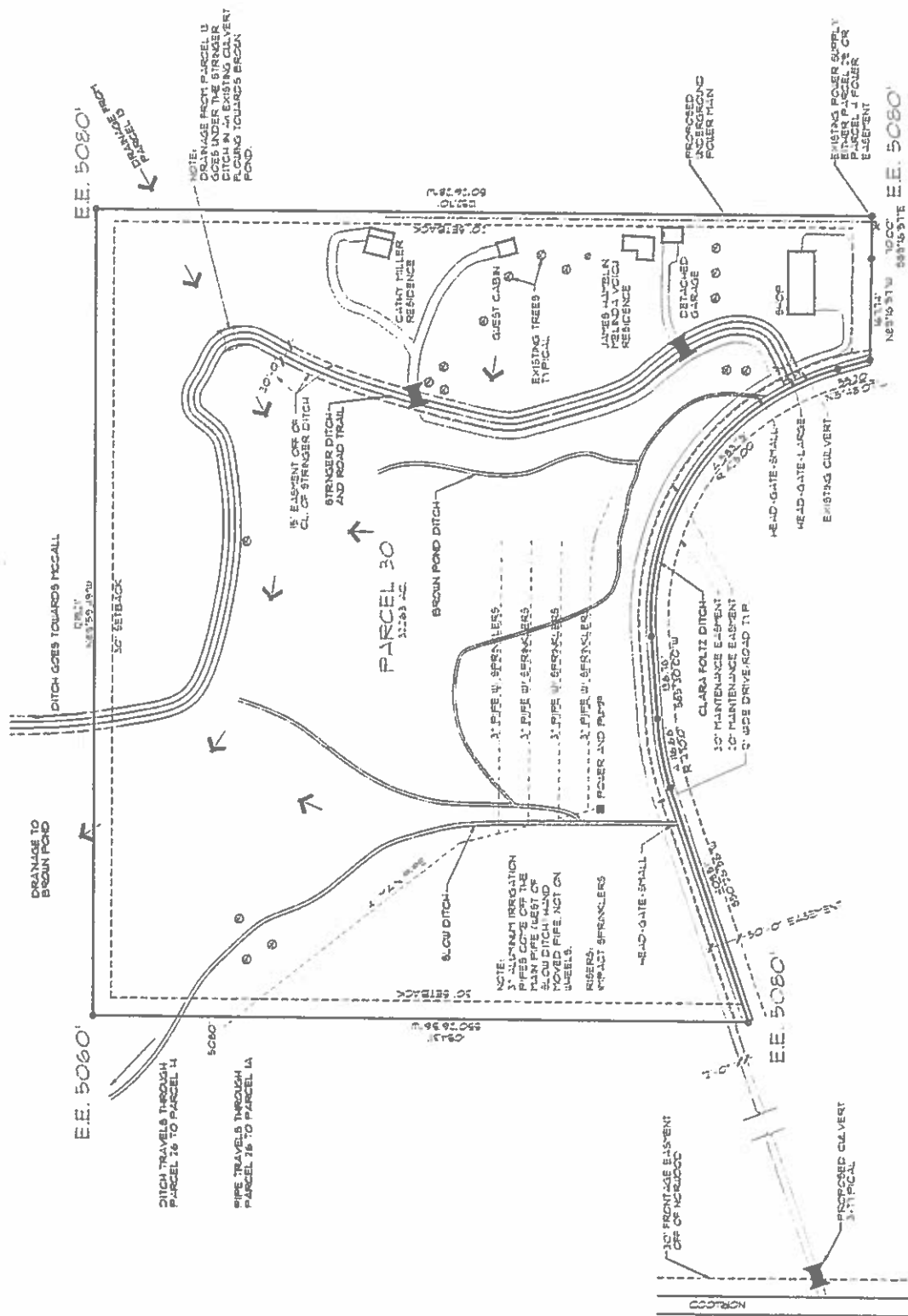
Parcel 27

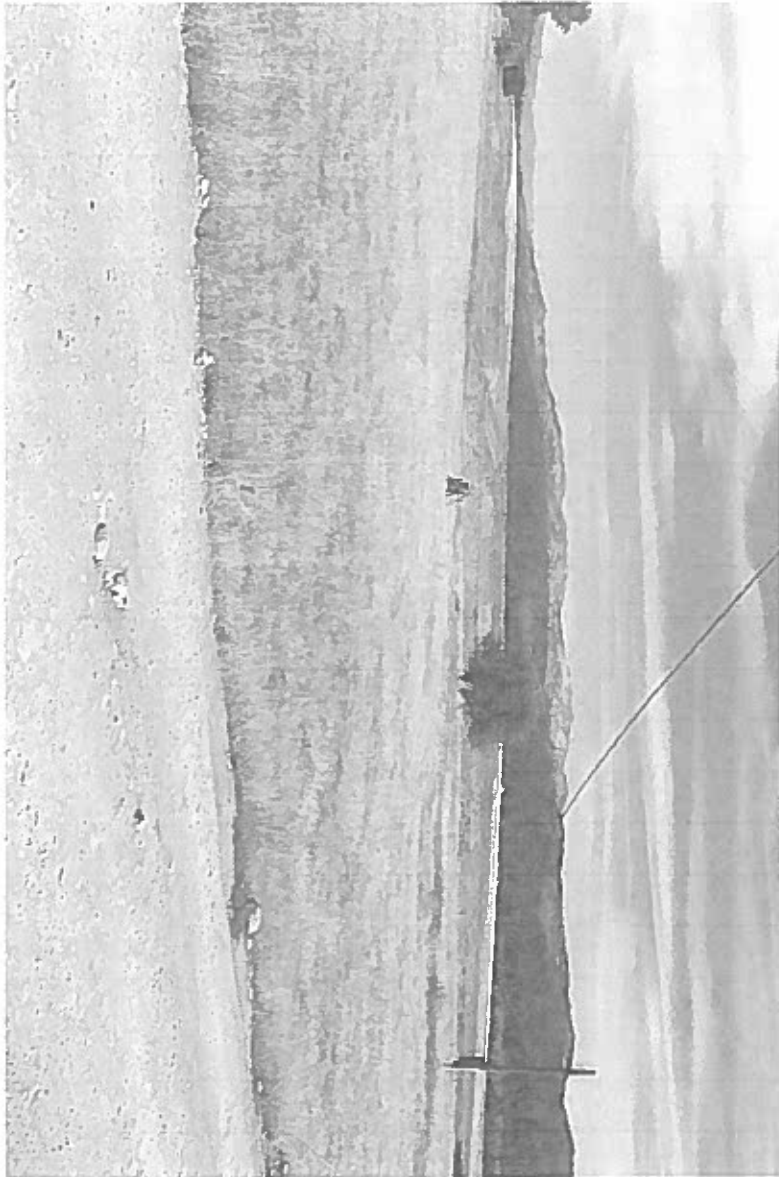


JAMES HAMBLEN
PARCEL 30, MCCALL RANCH
VALLEY COUNTY, IDAHO

PLAN No. 8
CATCH LOCATION
DATE, 1-7-2011
SCALE, 1:50,000

PLOT PLAN





DECLARATION OF ACCESS EASEMENT
The McCall Ranch – Crossing Parcel 27 to Parcel 30

THIS DECLARATION OF ACCESS EASEMENT is made by Diane DeBoer, an unmarried individual and Diane B. DeBoer as Personal Representative of the Estate of Judd W. DeBoer (collectively “Declarant”).

ARTICLE 1 - GENERAL

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

Parcel 27, 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 27”); and,

Parcel 30, 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 30”).

Parcel 30 is located adjacent to and east of Parcel 27. Parcel 27 abuts Norwood Road. Parcel 30 is accessed by a 50 foot easement that runs from Norwood Road across Parcel 27 to Parcel 30, which easement is depicted at **Exhibit A** and legally described at **Exhibit D** (“Access Easement”).

1.2 Declaration: Declarant hereby declares that Parcel 27 and Parcel 30 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 27 and Parcel 30. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting Parcel 27 and Parcel 30, and shall be binding upon all persons having or acquiring any right, title or interest in Parcel 27 and Parcel 30 or any portion thereof; (ii) shall inure to the benefit of the Parcel 27 and Parcel 30; (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 27 and Parcel 30, as shown on the records of the County Recorder, Valley County, Idaho.

ARTICLE 3 EASEMENT

3.1 Easement benefiting Parcel 30:

1. Access Easement. A non-exclusive easement to the Access Easement is reserved for the benefit of Parcel 30, for ingress and egress to Parcel 30 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 27 Owner, and their licensees, guests, invitees, successors and assigns, and by other persons to whom the Parcel 27 Owner may elect to grant rights of use in the Access Easement; provided, that the Access Easement may not be used by the owner of Parcel 27 as a driveway for access to a home on Parcel 27.
- b. The purpose of the Access Easement is to provide access to Parcel 30. The Owner of Parcel 30 may also place their utilities in the Access Easement. Cost of construction of the access and installation of utilities shall be at the expense of the Owner of Parcel 30, as well as the cost of maintenance and repair of the same.
- c. The Parcel 30 Owner shall indemnify and hold the Parcel 27 Owner harmless regarding, and waive as to the Parcel 27 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 30 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 27 and Parcel 30 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.

ESTATE OF JUDD W. DeBOER

Diane B. DeBoer Date: 5-24-2020
DIANE B. DeBOER

Diane B. DeBoer Date: 5-24-2020
DIANE B. DeBOER, Personal Representative

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

DECLARATION OF ACCESS EASEMENT – 2
The McCall Ranch – Crossing Parcel 27 to Parcel 30



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

May 24, 2020

Page 1 of 1

DIANE DEBOER
McCALL RANCH - PARCEL 30
Situate in the SE1/4 NW1/4
Section 28, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
32.263 Acres

A parcel of land situate in the SE1/4 NW1/4, Section 28, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the Quarter Corner common to Sections 28 and 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 365581, on Book 11, on Page 162 of Surveys, on file in the Office of the Recorder of Valley County, Idaho; thence, N. 0°27'25" E., 1,322.70 feet to the North 1/16th Corner common to said Sections 28 and 29; thence, S. 89°59'49" E., 1,334.57 feet to a 5/8" rebar marking the NW 1/16th Corner of said Section 28, the **REAL POINT OF BEGINNING**:

Thence, S. 89°59'49" E., 1,334.57 feet to a 5/8" rebar marking the CN 1/16th Corner of said Section 28,
Thence, S. 0°26'28" W., 1,292.70 feet along the easterly boundary of said SE1/4 NW1/4, to a 1/2" rebar,
as shown on that particular Record of Survey, recorded as Instrument No. 326569, on file in
Book 10, on Page 60 of Surveys, in the Office of the Recorder of Valley County, Idaho,
Thence, N. 89°16'57" W., 216.88 feet to a 1/2" rebar,
Thence, continuing N. 89°16'57" W., 20.86 feet to the centerline of the Clara Foltz Ditch,
Thence, N. 15°48'07" W., 55.20 feet along said ditch centerline,
Thence, 583.76 feet along said ditch centerline on a curve to the left, whose radius is 425.00 feet, delta
angle is 78°41'53", and whose long chord bears N. 55°09'04" W., 538.94 feet,
Thence, S. 85°30'00" W., 136.76 feet along said ditch centerline,
Thence, 116.66 feet along said ditch centerline on a curve to the left, whose radius is 470.00 feet, delta
angle is 14°13'17", and whose long chord bears S. 78°23'21" W., 116.36 feet,
Thence, S. 71°16'43" W., 409.51 feet along said ditch centerline, to the westerly boundary of said SE1/4
NW1/4,
Thence, N. 0°26'56" E., 1,094.31 feet to the Point of Beginning, containing 32.263 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 C



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

May 29, 2020

Page 1 of 1

EASEMENT 27-30

**50 FOOT WIDE
INGRESS-EGRESS EASEMENT**
Situate in the SW1/4 NW1/4 and the NW1/4 SW1/4
Section 28, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
1.634 Acres

A 50.00 foot wide ingress-egress easement situate in the SW1/4 NW1/4 and the NW1/4 SW1/4, Section 28, T. 18 N., R. 3 E., B.M., Valley County, Idaho, lying north of and contiguous with the following described line:

Commencing at a brass cap marking the Quarter Corner common to Sections 28 and 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 365581, on Book 11, on Page 162 of Surveys, on file in the Office of the Recorder of Valley County, Idaho; thence, S. 0°27'25" W., 125.25 feet along the line common to said Sections 28 and 29, to the **REAL POINT OF BEGINNING**:

Thence, S. 89°56'14" E., 35.00 feet to a 1/2" rebar,
Thence, continuing S. 89°56'14" E., 418.27 feet to a 1/2" rebar,
Thence, continuing S. 89°56'14" E., 20.00 feet to the centerline of the Clara Foltz Ditch,
Thence, 108.83 feet along said ditch centerline on a non-tangent curve to the right, whose radius is 90.00 feet, delta angle is 69°17'06", and whose long chord bears N. 36°39'50" E., 102.32 feet,
Thence, N. 71°18'23" E., 392.59 feet along said ditch centerline,
Thence, N. 71°16'43" E., 455.40 feet along said ditch centerline, to the easterly boundary of said SW1/4 NW 1/4, the **Point of Ending**, containing 1.634 acres, more or less.

(The sidelines of the above described easement shall contract or extend to conform to the lines they begin or end upon).

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

WARRANTY DEED

FOR VALUE RECEIVED, DIANE DEBOER, an unmarried woman and DIANE B. DEBOER, as Personal Representative of the Estate of JUDD W. DEBOER, deceased ("Grantor"), does hereby grant, bargain, sell, and convey unto JAMES HAMBLIN, an unmarried man AND MELINDA VOICU, an unmarried woman, whose current address is ~~1441 Highway 55~~ McCall, Id 83638 ("Grantee"), the following described real property situated in Valley County, Idaho, to-wit:

PO Box
3091

A PARCEL OF LAND SITUATE IN THE SE1/4 NW1/4, SECTION 28, T. 18 N., R. 3 E., B.M., VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE QUARTER CORNER COMMON TO SECTIONS 28 AND 29, T. 18 N., R. 3 E., B.M., VALLEY COUNTY, IDAHO, AS SHOWN ON THAT PARTICULAR RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 365581, ON BOOK 11, ON PAGE 162 OF SURVEYS, ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO; THENCE, N. 0°27'25" E., 1,322.70 FEET TO THE NORTH 1/16TH CORNER COMMON TO SAID SECTIONS 28 AND 29; THENCE, S. 89°59'49" E., 1,334.57 FEET TO A 5/8" REBAR MARKING THE NW 1/16TH CORNER OF SAID SECTION 28, THE REAL POINT OF BEGINNING; THENCE, S. 89°59'49" E., 1,334.57 FEET TO A 5/8" REBAR MARKING THE CN 1/16TH CORNER OF SAID SECTION 28, THENCE, S. 0°26'28" W., 1,292.70 FEET ALONG THE EASTERLY BOUNDARY OF SAID SE1/4 NW1/4, TO A 1/2" REBAR, AS SHOWN ON THAT PARTICULAR RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 326569, ON FILE IN BOOK 10, ON PAGE 60 OF SURVEYS, IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, THENCE, N. 89°16'57" W., 216.88 FEET TO A 1/2" REBAR, THENCE, CONTINUING N. 89°16'57" W., 20.86 FEET TO THE CENTERLINE OF THE CLARA FOLTZ DITCH, THENCE, N. 15°48'07" W., 55.20 FEET ALONG SAID DITCH CENTERLINE, THENCE, 583.76 FEET ALONG SAID DITCH CENTERLINE ON A CURVE TO THE LEFT, WHOSE RADIUS IS 425.00 FEET, DELTA ANGLE IS 78°41'53", AND WHOSE LONG CHORD BEARS N. 55°09'04" W., 538.94 FEET, THENCE, S. 85°30'00" W., 136.76 FEET ALONG SAID DITCH CENTERLINE, THENCE, 116.66 FEET ALONG SAID DITCH CENTERLINE ON A CURVE TO THE LEFT, WHOSE RADIUS IS 470.00 FEET, DELTA ANGLE IS 14°13'17", AND WHOSE LONG CHORD BEARS S. 78°23'21" W., 116.36 FEET, THENCE, S. 71°16'43" W., 409.51 FEET ALONG SAID DITCH CENTERLINE, TO THE WESTERLY BOUNDARY OF SAID SE1/4 NW1/4, THENCE, N. 0°26'56" E., 1,094.31 FEET TO THE POINT OF BEGINNING

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 14th day of Dec, 20 20.

Diane DeBoer

Diane DeBoer, Individually

Estate of Judd W. DeBoer, Deceased

Diane B. DeBoer, Personal Representative
By: Diane B. DeBoer, Personal Representative

STATE OF IDAHO,)
County of Ada) ss.

On this 14th day of December, 20 20, before me, a Notary Public in and for said State, personally appeared **Diane DeBoer** known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

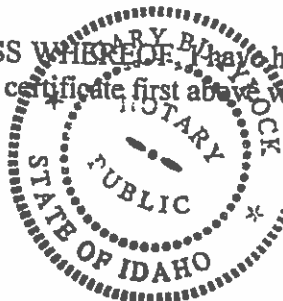


Dary Blaylock
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 9-29-22
Comm # 5752

STATE OF IDAHO,)
County of Ada) ss.

On this 14th day of December, 20 20, before me, a Notary Public in and for said State, personally appeared **Diane B. DeBoer** known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of **The Estate of Judd W. DeBoer, Deceased**, and acknowledged to me that she executed the same as such Personal Representative.

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
Comm # 5752

DEED OF TRUST

THIS CERTIFIES THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL 1/2 Lane

THIS DEED OF TRUST, made this day of 12/18/2020 BETWEEN Melinda Isabel Voicu, an unmarried woman, and James Paul Hamblin, an unmarried man, herein called GRANTOR, whose address is P.O. Box 3091 McCall, ID 83638, and First American Title, herein called TRUSTEE, and Idaho United Credit Union, herein called BENEFICIARY, whose address is P.O. Box 2268 Boise, ID 83701.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO THE TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Valley, described as follows and containing not more than eighty acres:

See Attached Exhibit A

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$216,000 with final payment due: 02/01/2028 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; 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 and fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order and 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 attorney's 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 to pay shall constitute a default under this Trust.
5. To pay immediately and without demand all sums expended by Beneficiary of Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.
 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 obligations hereof, may; make or do the same in such manner and such an extent as either may deem necessary to protect this 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, or 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, therefore 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 upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. 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 rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and 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 sale property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting such 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 payment of: all sums expended under the terms hereof not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

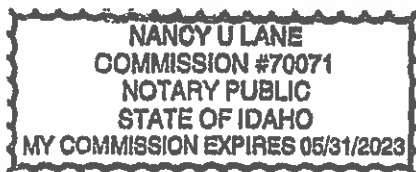
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Melinda Isabel Volcu
Melinda Isabel Volcu

James Paul Hamblin
James Paul Hamblin

State of Idaho)
County of Valley) S.S.

On this 18th day of December, in the year of 2020, before me and James Paul Hamblin
Nancy U Lane, personally appeared Melinda Isabel Volcu, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she)(they) executed the same.



Nancy U Lane
Notary Public
My Commission Expires on 5.31.23

MLO NMLS # 565435
Credit Union MNMLS # 411345

Exhibit A

A PARCEL OF LAND SITUATE IN THE SE1/4 NW1/4, SECTION 28, T. 18 N., R. 3 E., B.M., VALLEY COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN ALUMINUM CAP MARKING THE QUARTER CORNER COMMON TO SECTIONS 28 AND 29, T. 18 N., R. 3 E., B.M., VALLEY COUNTY, IDAHO, AS SHOWN ON THAT PARTICULAR RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 365581, ON BOOK 11, ON PAGE 162 OF SURVEYS, ON FILE IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO; THENCE, N. 0°27'25" E., 1,322.70 FEET TO THE NORTH 1/16TH CORNER COMMON TO SAID SECTIONS 28 AND 29; THENCE, S. 89°59'49" E., 1,334.57 FEET TO A 5/8" REBAR MARKING THE NW 1/16TH CORNER OF SAID SECTION 28, THE REAL POINT OF BEGINNING: THENCE, S. 89°59'49" E., 1,334.57 FEET TO A 5/8" REBAR MARKING THE CN 1/16TH CORNER OF SAID SECTION 28, THENCE, S. 0°26'28" W., 1,292.70 FEET ALONG THE EASTERLY BOUNDARY OF SAID SE1/4 NW1/4, TO A 1/2" REBAR, AS SHOWN ON THAT PARTICULAR RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 326569, ON FILE IN BOOK 10, ON PAGE 60 OF SURVEYS, IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, THENCE, N. 89°16'57" W., 216.88 FEET TO A 1/2" REBAR, THENCE, CONTINUING N. 89°16'57" W., 20.86 FEET TO THE CENTERLINE OF THE CLARA FOLTZ DITCH, THENCE, N. 15°48'07" W., 55.20 FEET ALONG SAID DITCH CENTERLINE, THENCE, 583.76 FEET ALONG SAID DITCH CENTERLINE ON A CURVE TO THE LEFT, WHOSE RADIUS IS 425.00 FEET, DELTA ANGLE IS 78°41'53", AND WHOSE LONG CHORD BEARS N. 55°09'04" W., 538.94 FEET, THENCE, S. 85°30'00" W., 136.76 FEET ALONG SAID DITCH CENTERLINE, THENCE, 116.66 FEET ALONG SAID DITCH CENTERLINE ON A CURVE TO THE LEFT, WHOSE RADIUS IS 470.00 FEET, DELTA ANGLE IS 14°13'17", AND WHOSE LONG CHORD BEARS S. 78°23'21" W., 116.36 FEET, THENCE, S. 71°16'43" W., 409.51 FEET ALONG SAID DITCH CENTERLINE, TO THE WESTERLY BOUNDARY OF SAID SE1/4 NW1/4, THENCE, N. 0°26'56" E., 1,094.31 FEET TO THE POINT OF BEGINNING.

U.S.D.A. Natural Resources Conservation Service

Web Soil Survey

Area of Interest (AOI)

Soil Data Explorer

Download Soils Data

Shopping Cart (Free)

Printable Version

Add to Shopping Cart

Soil Map

Scale (not to scale)

1:100,000

Valley Area, Idaho, Parts of Adams and Valley Counties (ID652)

Valley Area, Idaho, Parts of Adams and Valley Counties (ID652)

Map Unit Symbol

Map Unit Name

Acres in AOI

Percent of AOI

2 Archabal loam, 2 to 4 percent slopes

4.1

10.0%

3 Archabal loam, 4 to 12 percent slopes

20.4

49.3%

31 McCall complex, 5 to 50 percent slopes

4.6

11.1%

34 Melton loam

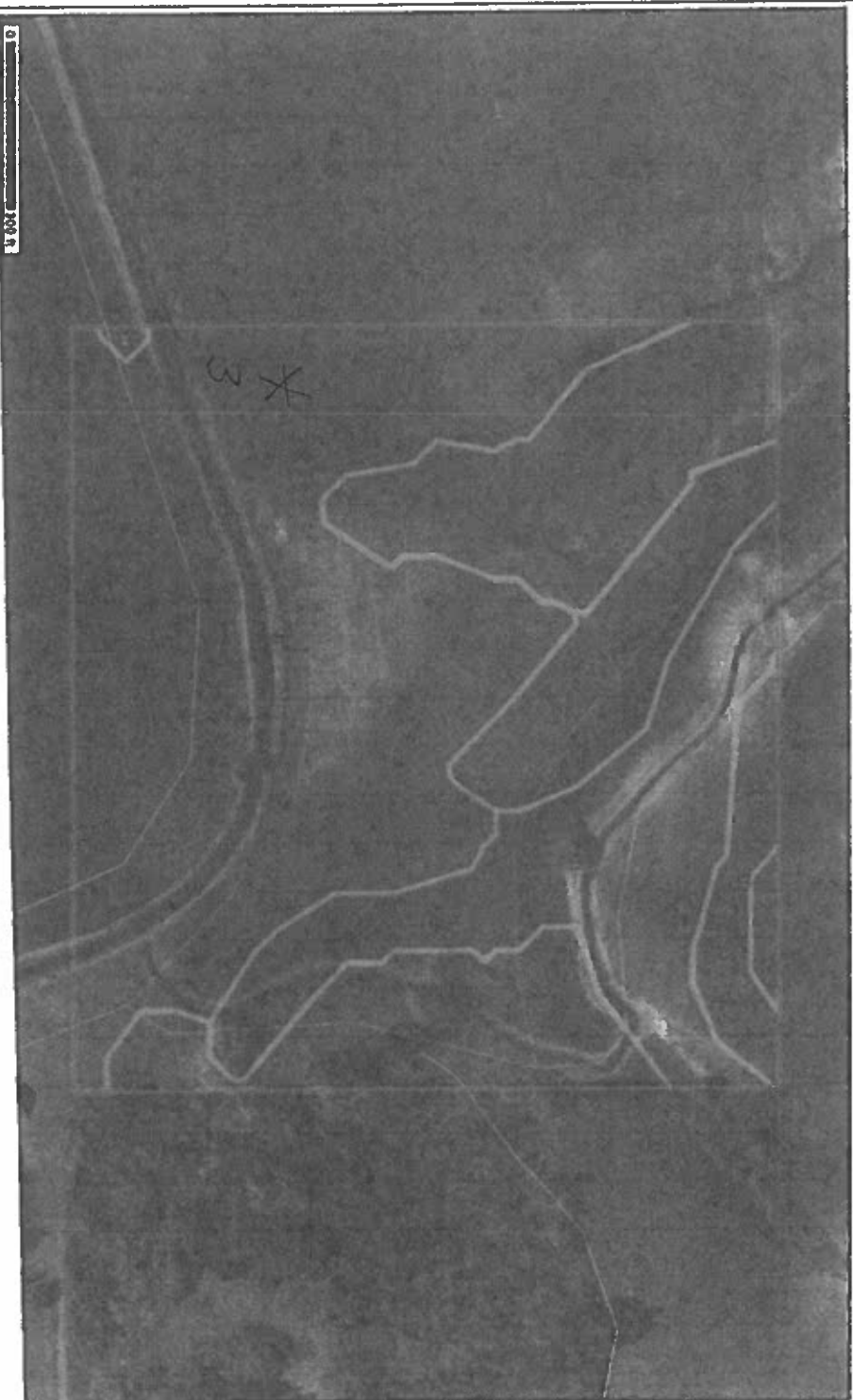
12.2

29.6%

Totals for Area of Interest

41.4

100.0%



#3: Archabal loam, 4-12% Slopes

9/5/2020 2:05 PM MDT



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

May 24, 2020

Page 1 of 1

DIANE DEBOER
McCALL RANCH - PARCEL 30
Situate in the SE1/4 NW1/4
Section 28, T. 18 N., R. 3 E., B.M.
Valley County, Idaho
32.263 Acres

A parcel of land situate in the SE1/4 NW1/4, Section 28, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the Quarter Corner common to Sections 28 and 29, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 365581, on Book 11, on Page 162 of Surveys, on file in the Office of the Recorder of Valley County, Idaho; thence, N. 0°27'25" E., 1,322.70 feet to the North 1/16th Corner common to said Sections 28 and 29; thence, S. 89°59'49" E., 1,334.57 feet to a 5/8" rebar marking the NW 1/16th Corner of said Section 28, the **REAL POINT OF BEGINNING**:

Thence, S. 89°59'49" E., 1,334.57 feet to a 5/8" rebar marking the CN 1/16th Corner of said Section 28,
Thence, S. 0°26'28" W., 1,292.70 feet along the easterly boundary of said SE1/4 NW1/4, to a 1/2" rebar,
as shown on that particular Record of Survey, recorded as Instrument No. 326569, on file in
Book 10, on Page 60 of Surveys, in the Office of the Recorder of Valley County, Idaho,
Thence, N. 89°16'57" W., 216.88 feet to a 1/2" rebar,
Thence, continuing N. 89°16'57" W., 20.86 feet to the centerline of the Clara Foltz Ditch,
Thence, N. 15°48'07" W., 55.20 feet along said ditch centerline,
Thence, 583.76 feet along said ditch centerline on a curve to the left, whose radius is 425.00 feet, delta
angle is 78°41'53", and whose long chord bears N. 55°09'04" W., 538.94 feet,
Thence, S. 85°30'00" W., 136.76 feet along said ditch centerline,
Thence, 116.66 feet along said ditch centerline on a curve to the left, whose radius is 470.00 feet, delta
angle is 14°13'17", and whose long chord bears S. 78°23'21" W., 116.36 feet,
Thence, S. 71°16'43" W., 409.51 feet along said ditch centerline, to the westerly boundary of said SE1/4
NW1/4,
Thence, N. 0°26'56" E., 1,094.31 feet to the **Point of Beginning**, containing 32.263 acres, more or less.

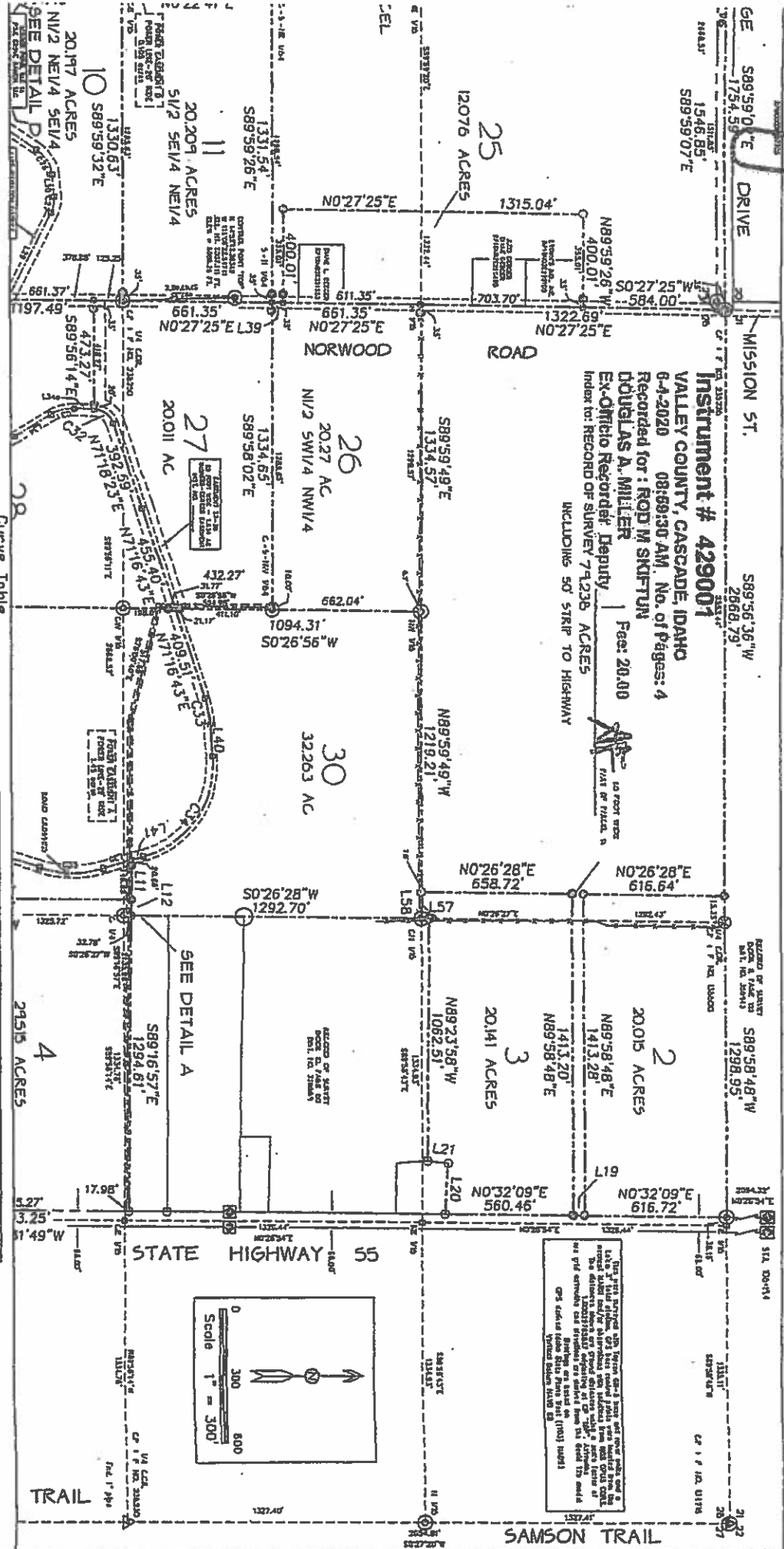
Bearings based on GPS derived State Plane Grid Azimuth, Idaho West Zone (1103).

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, o=Skiftun Land Surveying, Inc.,
c=US, email=rod@skiftun.com, ou=Skiftun Land Surveying, Inc.,
date=2020.05.24 14:05:00 -0700



MEM	DELTA	ARC	BOTTOM	BEARING	DISTANCE
C28	50°55'35"	128.80	16.00	53.84°17'W	72.00
C27	33°04'54"	72.16	123.00	N 77°16' W	71.15
C31	33°14'35"	107.33	183.00	N 41°55' 52" E	102.83
C32	66°17'06"	100.85	90.00	S 34°15' 50" W	100.37
C33	1°43'17" N	11.44	410.00	S 70°23' 21" W	418.34
C34	78°11'53"	583.35	424.00	N 53°08'04" W	438.84
C35	33°09'00"	703.12	483.00	N 041°39' E	381.18

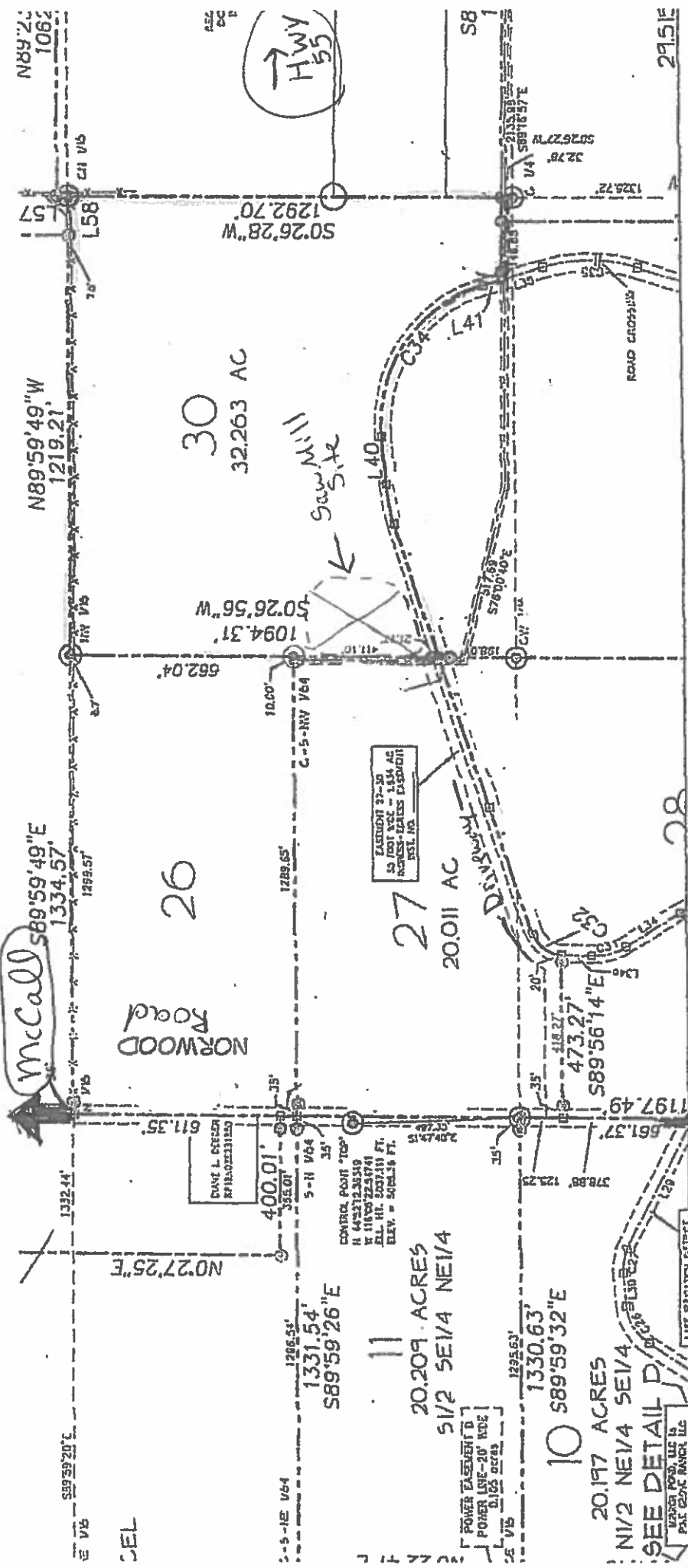
LEGEND	
①	found brass cap
②	set aluminum cap
③	set 5/8" rebar w/ cap
④	found 5/8" rebar
⑤	calc. point, nothing set
⑥	found aluminum cap
⑦	found 5/8" rebar
⑧	found 5/8" rebar
⑨	found monument as noted
⑩	found R.O.W. monument
⑪	power pole

Survey Narrative

The record of survey for the 160-acre tract recorded in the County of San Diego, California, and the 160-acre tract to which the Bunker Hill Land, LLC properties (the 20 acres or greater parcel), all parcels abutting frontage on a County Road or there been provided an easement. All parcels abutting hereon have been crossing or directly adjacent their boundaries or easements has been provided.

1. Rod M. Stittum, 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.





LEGEND

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

Curve Table

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C26	50°55'35"	128.88'	145.00'	S58°48'17"W	124.68'
C27	33°04'04"	72.14'	125.00'	N79°11'54"W	71.13'
C31	33°14'23"	107.33'	185.00'	S14°55'55"E	105.83'
C32	69°17'06"	108.83'	90.00'	S36°39'50"W	102.32'
C33	14°53'17"	116.66'	470.00'	S78°23'21"W	118.35'
C34	78°41'53"	583.75'	425.00'	N55°09'04"W	638.84'
C35	33°00'08"	285.12'	495.00'	N 0°41'57"E	281.19'

Line Table

NUM	BEARING	DISTANCE
L11	N89°16'57"W	187.74'
L12	S89°16'57"E	70.00'
L19	N 0°32'09"E	50.00'
L20	S86°41'19"E	225.71'
L21	N 6°06'55"E	90.41'
L29	S62°39'52"E	417.87'
L30	S84°16'04"W	96.03'
L34	S31°13'06"E	186.72'
L34b	N2°01'17"E	87.52'
L35	N15°48'07"W	126.00'
L40	S85°30'00"W	136.78'
L41	N15°48'07"W	55.20'

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 on a County Road or have been provided an easement. All parcels already have power lines crossing or directly adjacent to their boundaries or easements have been provided.

