

## Valley County Planning and Zoning

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<b>STAFF REPORT:</b>	SUB 25-019 Rocky Mountain Storage – Preliminary Plat - Remanded
<b>MEETING DATE:</b>	May 14, 2026
<b>TO:</b>	Planning and Zoning Commission
<b>STAFF:</b>	Cynda Herrick, AICP, CFM, Planning and Zoning Director
<b>APPLICANT / PROPERTY OWNER:</b>	Pearson Storage Partners LLC PO Box 4110, McCall, ID 83638
<b>LEGAL REPRESENTATIVE:</b>	Matthew Parks, Clark Wardle PO Box 639, Boise, ID 83701
<b>ENGINEER:</b>	Crestline Engineers PO Box 2330, McCall, ID 83638
<b>SURVEYOR</b>	Dunn Land Surveys 25 Coyote Trail, Cascade, ID 83611
<b>LOCATION:</b>	14014 Highway 55 Parcel RP18N03E331807 and part of Vandal Flats Subdivision Lot 2 in the NE¼ Section 33, T.18N, R.3E, Boise Meridian, Valley County, Idaho
<b>SIZE:</b>	19.72 acres
<b>REQUEST:</b>	Storage Unit Condominium Subdivision Plat - Commercial Use – With New Private Road
<b>EXISTING LAND USE:</b>	Storage Unit Building Approved for Private Use

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**Brief Background:** The Planning and Zoning Commission held public hearings on this matter and, on February 12, 2026, denied the permit and preliminary plat in unanimous (3-0) vote. Commissioner Potter recused herself and abstained from all discussions and deliberations; Commissioner Schnieder was excused from the meeting on February 12, 2026.

The applicant appealed. On March 30, 2026, the Board of County Commissioners held a public hearing on the appeal and **remanded the matter back to the PZ Commission for further consideration of new information including the Traffic Impact Study and mitigation of visual impacts.**

**Revised Project Description:** This project has been modified from the previous submittals. Pearson Storage Partners LLC has requested a conditional use permit for a storage unit condominium subdivision on 19.7 acres. The project includes 18.47 acres for development; 1.25 acres for a new private road; and 3.57 acres of open space.

The proposal includes 103 condominium storage units and two offices with bathroom units.

Wetland areas are delineated on the plat as "no build" areas. A pond would be used to provide water for fire protection. An undulating landscape 3-ft high berm is proposed along Highway 55 plus 8-ft high metal screening walls. Access would be from a new private road onto Highway 55 that would align with Sunbridge Drive on the west side of the highway.

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### Findings:

1. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:
  - 5. Commercial Uses (d) Area Business.
2. Submittals by the applicant and representatives were as follows (highlighted items received after PZ Commission's decision on February 12, 2026):
  - Valley County Code 9-5H-1D requires a neighborhood meeting for proposed subdivisions with five or more lots. The applicant held a Neighborhood Meeting on July 24, 2025. A summary was included in the application submittal.
  - The complete application was submitted on July 29, 2025.
  - Crestline Engineer responded to Staff comments and questions listed in the Staff Report in a memo. (Exhibit 3, September 11, 2025)
  - On September 22, 2025, the applicant responded to concerns regarding on-going site work.
  - Revised Preliminary Plat (7 sheets), received November 10, 2025. Vandal Flats Subdivision Lot 2 Block 1 was removed from the preliminary plat. (Exhibit 1, November 13, 2025)
  - Revised Landscape Concept, received November 10, 2025. (Exhibit 2, November 13, 2025)
  - Federal Aviation Administration (FAA) pre-screening results received November 10, 2025. Applicant is not required to file with FAA. (Exhibit 3, November 13, 2025)
  - Renderings of proposed buildings and landscaping received November 10, 2025. (Exhibit 4, November 13, 2025)
  - Landscape compilation video received November 10, 2025. (Exhibit 5, November 13, 2025)
  - Groundwater Study Results, Crestline Engineers, July 22, 2021
  - An encroachment permit was submitted in November to ITD. The traffic impact study was submitted to ITD. Response from ITD is attached. (Submitted January 15, 2026)
  - Lake Irrigation District letter dated January 13, 2026.
  - Correspondence from Gregg Tankersley of Crestline Engineers on February 6, 2026, to Kendra Conder of Idaho Transportation Department regarding ITD's response and a right-of-way Encroachment Application submitted November 26, 2025. (Received February 6, 2026; Exhibit 1, February 12, 2026)
  - Landscaping information, landscape renderings, and CCRs for McCall Valley Storage Condos, similar to the proposed use. (Received February 10, 2026; Exhibit 2, February 12, 2026)
  - Appeal letter - received February 23, 2026.

- Supplemental letter - received March 23, 2026
  - Turn Lane Evaluation, January 8, 2026 – received March 23, 2026
  - Slide Presentation – received March 23, 2026
  - Revised submittal received from applicant on April 9, 2026.
  - Email correspondence of April 29, 2026, and April 30, 2026, with an ITD permit for re-work of existing approach to a 28-ft commercial approach to be shared with the School District. (Permit 3-26-328-A)
3. The Planning and Zoning Commission held a properly noticed public hearing on September 11, 2025.
  4. The matter was tabled to November 13, 2025, at 6:00 p.m., for additional information. Since the matter was tabled to a specific date and time, further legal notice was not required. However, notice was posted in the *Star News* on October 23, 2025, and October 30, 2025.
  5. The Planning and Zoning Commissioner held a properly noticed public hearing on November 13, 2025.
  6. The matter was tabled to February 12, 2026, at 6:00 p.m., for additional information. Since the matter was tabled to a specific date and time, further legal notice was not required. However, notice was posted in the *Star News* on January 22, 2026, and January 29, 2026.
  7. People commented in opposition during public testimony on the proposal. Written comments were received from the public and agencies. See the PZ Commission staff reports and minutes for each hearing.
  8. The Commissioners asked the applicant's representatives questions during the public hearings. On February 12, 2026, the public hearing was closed and Commissioners deliberated. See attached meeting minutes.
  9. A motion to deny the conditional use permit and preliminary plat for SUB 25-019 Rocky Mountain Storage was made and seconded. The motion passed unanimously on a 3-0 vote. (Commissioner Potter recused herself and Commissioner Schneider was excused.)
  10. An appeal from the applicant's representative and the required \$1000 fee was received on February 23, 2026. Additional submittals were received March 23, 2026.
  11. Legal notice for the Appeal was completed, as follows:
    - Posted in the *Star News* on March 12, 2026, and March 19, 2026.
    - Potentially affected agencies were notified on March 6, 2026.
    - The applicant/property owner/appellant, legal representative, engineer, and surveyor were notified by fact sheet sent March 6, 2026.
    - Property owners within 300 feet of the property line were notified by fact sheet sent March 6, 2026.
    - The fact sheet was also sent on March 6, 2026, to people who previously comment on this matter.
    - The appeal letter and public hearing notice were posted online at [www.co.valley.id.us](http://www.co.valley.id.us) on March 6, 2026.
    - The site was posted on March 13, 2026.

12. On March 30, 2026, the Board of County Commissioners held a public hearing on the appeal and remanded the matter back to the PZ Commission for further consideration of new information including the Traffic Impact Study and mitigation of visual impacts.
  13. The applicant submitted a revised site plan, renderings, and draft CCRs on April 9, 2026.
  14. Legal notice for the public hearing on May 14, 2026, was completed as follows:
    - Posted in the Star News on April 23, 2026; and April 30, 2026.
    - Potentially affected agencies were notified on April 14, 2026.
    - Neighbors within 300 feet of the property line were notified by fact sheet sent April 16, 2026.
    - The notice and application request were posted online at [www.co.valley.id.us](http://www.co.valley.id.us) on April 14, 2026.
    - The agenda that was sent to the applicant, property owner, representative, potentially affected agencies, and neighbors and posted online stated the meeting started at 4:00 p.m., the fact sheet stated 6:00 p.m. Therefore, on April 22, 2026, the applicant, potentially affected agencies, and neighbors within 300 feet of the property line were noticed that the meeting start time was 4:00 p.m.
    - The site was posted on April 21, 2026. The meeting time on the sign was corrected to 4:00 p.m. on April 22, 2026.
  15. The Minutes of the Public Hearings and the PZ Commission's Facts and Conclusions are attached, along with information submitted by the applicant and public.
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16. **Additional Information** (Attached)

- Staff's Original Compatibility Questions and Evaluation
  - PZ Commission's Facts and Conclusions
  - List of Exhibits
  - Planning and Zoning Commission Staff Reports and Meeting Minutes
    - September 11, 2025
    - November 13, 2025
    - February 12, 2026
  - Board of County Commissioners Staff Report and Meeting Minutes
17. All Agency comment received - Comments received after the PZ Commission's decision are highlighted in yellow and are attached:

Emily Hart, McCall Airport Manager, stated the site is 1.8 miles from Runway 34, in Horizontal Surface. The applicant should prescreen for FAA Form 7460-1. (August 21, 2025)

Kendra Conder, Idaho Transportation Department (ITD) stated:

- ITD will need to review turn lane warrants that include traffic that will be generated from all parcels using the shared access. The applicant will need to apply for an ITD encroachment permit and must meet ITD specifications for a commercial two-way approach. Installation of any landscaping within the ITD right-of-way will need a permit. (August 29, 2025)
- ITD's request for turn lane warrants has not been met. (October 15, 2025)

- There are no issues from ITD's perspective that should hold up the PZ hearing. (February 11, 2026; Exhibit 3, February 12, 2026)
- ITD does not have any comments regarding the appeal. (March 23, 2026)
- She attached the ITD staff report dated February 6, 2026, and related email correspondence. (Received March 24, 2026)

Mitchell Hadfield, both of Parametrix, reviewed the Traffic Impact Study and stated the analysis is sound. (April 9, 2026)

Ryan Garber, McCall Fire & EMS:

- Listed requirements for fire flow, hydrants, driveways, security gates, and fire extinguishers. Roads and water supply for fire protection shall be installed, inspected, and operable prior to final plat or building construction within each phase. (September 2, 2025)
- Listed requirements for access roads, water supply, fire extinguishers, and LPG. The water supply site plan needs to be approved by the fire district prior to installation. (March 17, 2026)
- All previous comments regarding fire department access and water supply apply. (April 17, 2026)

Shirley Florence, Lake Irrigation District (LID):

- Listed requirements for the LID water assigned to the proposed subdivision. (September 3, 2025)
- Stated the applicants and their engineers are working with the District's Board regarding the District's easement through the site. (November 6, 2025)
- Stated that agreements have been made with the applicant:
  - 1) A 20-ft easement on the delivery ditch in the southeast corner, and
  - 2) Idaho Code 42-1102 will be reference on the plat. (January 13, 2025)

Annette Derrick, Valley County Building Official, stated :

- A building permit will be required to convert the existing storage units to commercial use. (Exhibit 1 - September 11, 2025)
- The existing structure was permitted as a residential detached garage. It was finalized without mezzanines in the structure. If this structure is being used as a commercial structure, a new building permit will be required. (January 29, 2026)
- A building permit to upgrade and include firewalls and, if over 12,000-sqft, fire sprinklers will be needed, and any other required updates. (March 10, 2026)

Brent Copes, Central District Health, stated a subdivision application, fees, test holes, ground water monitoring and engineering report are required. CDH has no objection. (Exhibit 2 – September 11, 2025; April 14, 2026)

The Boise Regional DEQ Administration has no comments at this time. (March 9, 2026)

Idaho Department of Environmental Quality (DEQ) provided general comments on air quality, wastewater, drinking water, surface water, solid waste, hazardous waste, water quality, ground water contamination, and best management practices. (May 4, 2026)

Brandon Flack, Idaho Dept of Fish and Game, had no comments. (May 6, 2026)

18. All Public comment received (written and verbal testimony):

In Favor of Appeal (i.e., in favor of approval of SUB 25-019)

Lavon Webb, Nampa, stated Sterling Landscape Company LLC has been engaged in planning and development of the landscape design for the proposal. The proposed design includes contoured berms with boulders, native trees, and creeping red fescue seed to establish a natural meadow appearance consistent with the local landscape. Offset wooden panels along the back side of the berms would provide visual depth. (March 17, 2026)

Toni Curtis, Silvercreek Realty Group, stated the Commission should have approved the application based on its own merits and modifications. The final design is respectful of the scenic byway and view corridor. (March 23, 2026)

Bob Crawford, Crawford Olson Real Estate, stated the location is compatible with the industrial and storage uses the County has allowed to the north and west of the site. A storage use is one of the more benign possible uses of the site for the Knob Hill neighborhood to the south. (March 23, 2026)

Michael S Chapman, Flying Brokers, stated the C.U.P. should be approved based on compliance with C.U.P. Standards, not subjective opinions of hypothetical personal and business uses, perceived incompatibility, and opinions of negative financial impact. The landscaping, positioning buildings so the garage doors are not visible to Highway 55, and low height of the two buildings directly along Highway 55 would have minimal impacts to the view corridor. Nearby properties along Highway 55 with similar impacts are listed. (March 23, 2026)

Kristen Fiorentino, Larry Fiorentino, and Tamara Wall, of the Knob Hill No. 2 POA Board, support the project and request that all lighting be dark sky compliant. (March 23, 2026)

Opponents of Appeal (i.e., in opposition to approval of SUB 25-019) – See written comments and meeting minutes. Reasons Given Include:

Kathy Deinhardt Hill, 14068 Pioneer Road, is opposed.

- The constructed storage units should remain for personal use. Highway 55 has been made more dangerous by the unlimited commercial development. A full turn lane from Lake Fork to McCall and a reduced speed limit are needed before approval of additional commercial development. Commissioner Potter should recuse herself from review of this application. (November 3, 2025)
- A turn lane, reduced speed limit, and a no passing zone is needed in this area. The first 12 units, supposedly for personal use, are already completed; however, each unit has a power meter. What businesses will be allowed in the offices/bathroom buildings. Allowing people to run businesses from the storage units would have a negative impact; does the County have resources to make sure that kind of activity does not happen at this site? Enforcement of landscaping requirements is needed. The proposed use is incompatible with the areas to the south and east sides. The only reason it is compatible with the north and west sides is because industrial, commercial, and storage units have been allowed. (February 1, 2026)
- The applicant was not upfront at the beginning as the existing building with 12 units was built under the guise of personal use. She is concerned that business will operate out of the units which has impacts. How would this be enforced? She does not have faith in ITD as they recently stated that Highway 55 is at maximum capacity. The highway is

busy both during the work week and during the weekend. A turn lane, double solid center line, and a reduced speed limit are necessary at this location. (Testimony, February 12, 2026)

John Humphries, 108 Magnetic Rock RD, is opposed.

- The proposed size and scale is not compatible with adjacent single-family residential subdivision to the south or the agricultural land use to the east. Without any turn lanes, acceleration or deceleration lanes, this project would exasperate the existing dangerous section of Highway 55. The existing building was for personal use only; however, power meters were added for each unit. There is a lack of landscaping for the numerous commercial buildings along Highway 55. The proposed storage units are not in the best interest of the community. (February 1, 2026)
- The proposal would add to the already unsightly commercial sprawl between Lake Fork and McCall. (March 23, 2026)

Katharina and Geoffrey Roth are opposed to any more storage units along the scenic highway. If approved, require a 90% visual barrier using vegetation and a low berm. (February 2, 2026)

Scott Harris, 86 Ilka Lane, said:

- The initial construction was approved for private use but established a precedent for having similar buildings at the site that might have otherwise not been approved. A turn lane was recommended at Elo Road and Highway 55 for a nearby storage unit use; thus, one should be located here. There is also standing water at times on this property. It is past time to take more aggressive measures to preserve the Scenic Byway. (Testimony, February 12, 2026)
- He approves of the Commission's unanimous decision to deny based on traffic danger, further degradation of the Scenic Corridor, and the recognition of subterfuge by the applicant bypassing the commercial permitting process. Does the Board envision wall to wall storage units, warehouses, and boat dealership as a safe, scenic entrance to the McCall area? (March 23, 2026)

Mike D. stated the proposal would create a significant visual and land-use impact along a major corridor in Valley County. Even with landscaping or berms, a project of this scale would introduce a large commercial storage complex that does not align with the character of the surrounding area. (March 17, 2026)

Nate Peterson stated a large condominium storage complex along a visible section of HWY 55 does not feel consistent with the values of open space, scenic corridors, and small-town character. Even with berms or landscaping, the overall effect would change the character of the area. (March 17, 2026)

"Citizens of Valley County" [no names provided] stated the appeal does not identify legal error. The Commission's decision is supported by substantial evidence. The record demonstrates incompatibility with surrounding residential uses, visual impacts along the scenic corridor, and unresolved concerns regarding traffic, safety, and site impacts. Compatibility is not limited to technical compliance but includes visual, functional, and contextual impacts. The existence of another nearby storage facility does not make this site comparable. (March 18, 2026)

Alex Sullivan stated this project raises significant concerns regarding compatibility, visual impacts, and long-term land use planning. Even with proposed landscaping, the scale and nature of the development would create an industrial-style presence that does not align with the rural and scenic character valued by Valley County residents. Long-term management, enforcement, and potential unintended uses could be difficult to regulate once the project is subdivided and sold. The PZ Commissions unanimous decision reflects the seriousness of the concerns raised by the Commission and the public. (March 19, 2026)

Other Responses:

April Whitney commented and sent pictures on the dirt work occurring on the site after the public hearing on September 11, 2025. (September 18, 2025)

- Dusty Bitton replied, stating the digging was occurring for underground electrical lines and propane tanks. (September 22, 2025)

Drew Dodson, a reporter for BoiseDev.com and ValleyLookout.com, submitted information regarding lease agreements for business entities owned by Dusty Bitton for the existing storage building. He also requested information on enforcement or violations of Valley County Code. (February 4, 2026)

**19. Valley County Code (Title 9 and 10):**

In Table 9-3-1, this proposal is categorized under:

- 5. Commercial Uses (d) Area Business.

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

**The following Valley County Code was effective at the time the application was submitted.**

**TITLE 9 LAND USE AND DEVELOPMENT  
TABLE 5-A STANDARDS FOR CONDITIONAL USES**

Use Description	Building Setbacks (feet)				Minimum Lot Area	Max.% Lot Cover	Minimum Street Frontage	Max. Building Height	Minimum Parking Soaces
	Front	Side	Side Street	Rear					
Commercial Use Area Business	30	10	30	30		40	75	35	1+ 1/250 saft

**9-5-3: STANDARDS:**

The provisions of this chapter shall apply to the various buildings and uses designated herein as conditional uses.

**B. Setbacks:**

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

## **9-SA SITE IMPROVEMENTS**

### **9-SA-1: GRADING:**

- A. Permit Required: Grading to prepare a site for a conditional use or grading, vegetation removal, construction or other activity that has any impact on the subject land or on adjoining properties is a conditional use. A conditional use permit is required prior to the start of such an activity.
- D. Wetlands: Grading or disturbance of wetlands is subject to approval of the U.S. corps of engineers under the federal clean water act. The federal permit, if required, shall be part of the conditional use permit.
- E. Site Grading Plan:
  - 1. The conditional use permit application shall include a site grading plan, or preliminary site grading plan for subdivisions, clearly showing the existing site topography and the proposed final grades with elevations or contour lines and specifications for materials and their placement as necessary to complete the work. The plan shall demonstrate compliance with best management practices for surface water management for permanent management and the methods that will be used during construction to control or prevent the erosion, mass movement, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development. The plan shall be subject to review of the county engineer and the soil conservation district. The information received from the county engineer, the soil conservation district, and other agencies regarding the site grading plan shall be considered by the planning and zoning commission and/or the board of county commissioners in preparing the conditions of approval or reasons for denial of the applications.
  - 2. For subdivisions, preliminary site grading plans and stormwater management plans must be presented for review and approval by the commission as part of the conditional use permit application. However, prior to construction of the infrastructure, excavation, or recordation of the final plat, the final plans must be approved by the county engineer.
- F. Land Surfaces Not Used For Roads, Buildings And Parking: All land surfaces not used for roads, buildings and parking shall be covered either by natural vegetation, other natural and undisturbed open space, or landscaping.
- G. Stormwater Management Plan: Prior to issuance of building permits, the administrator must receive a certification from the developer's engineer verifying that the stormwater management plan has been implemented according to approved plans.

### **9-SA-2: ROADS AND DRIVEWAYS:**

- B. Access Roads Or Driveways: Residential developments, civic or community service uses, and commercial uses shall have at least two (2) access roads or driveways to a public street wherever practicable.
- E. Access To Highway 55: Access to Highway 55 shall be limited at all locations and may be prohibited where other access is available. An access permit from the Idaho transportation department may be required.

### **9-SA-3: PARKING AND OFF STREET LOADING FACILITIES:**

- A. Site Plan: The site plan for a conditional use permit shall include a detailed scale drawing showing the parking area plan including driveways, parking spaces, setbacks, landscaping, buildings, vehicle maneuver areas including firetrucks and refuse collection trucks, snow storage, and drainage.
- B. Accessory Parking And Loading Facilities Required: Accessory parking and loading facilities shall be provided as required herein for every building and structure erected, and every land use established after the effective date hereof, unless the commission or the board determines that the proposed parking is adequate.
- C. Required Spaces: The minimum number of spaces required is specified herein under the site and development standards for the specific use.

D. Parking Space, Maneuvering Area And Aisle Dimensions: All parking spaces and on site vehicular circulation areas shall comply with the following minimum sizes!:

1. Parking Area Dimensions:

- a. Minimum size parking spaces shall measure eight feet six inches by eighteen feet (8'6" x 18').
- b. All parallel parking spaces shall measure a minimum of eight feet six inches by twenty two feet (8'6" x 22').
- c. Recreational vehicle parking spaces shall measure a minimum of ten feet by twenty four feet (10' x 24').

2. End Parking Space Maneuvering: A three foot (3') wide maneuvering area shall be provided for end parking spaces in single access parking areas as shown below.

3. Vehicle Overhang:

- a. Recreational Vehicles And Parking Spaces: Recreational vehicles and parking spaces are not allowed to overhang sidewalks, curbs or landscape areas.
- b. Standard Size Parking Spaces:
  - (1) Landscaped Areas: Standard size parking spaces are allowed to overhang landscaped areas and curbs but this overhang shall not encroach into any required setback and this area shall not be considered in meeting any required percentage of lot to be landscaped.
- c. Access To And From Streets: Parking areas must have safe, convenient, and unobstructed access to and from streets by means of a driveway not less than ten feet (10') wide nor more than forty feet (40') wide that extends onto the private property at least twenty feet (20') beyond the property line. Driveways to loading facilities will enable vehicles to leave and enter streets in a forward direction.
- d. Driveways: All driveways shall be designed and constructed in accordance with the county approach policies.
- e. Surface: Parking areas and driveways shall be surfaced with asphalt, concrete, compacted gravel, and crushed rock, or other dust free, durable material.
- f. Surface Water Drainage: Drainage of surface water shall be provided that will be adequate to drain the surface of the parking area while preventing flows of water onto adjacent properties. Surface waters shall be managed in accordance with best management practices to protect or improve water quality.
- g. Screening: Parking areas containing more than ten (10) spaces shall be effectively screened on all sides adjoining residential uses by a wall, fence, or plantings not less than four feet (4') in height.
- h. Prohibited In Setback Zone: No part of a parking area shall be located within a required setback zone such as a side, front, or rear yard.
- i. Off Street Loading Facilities: Off street loading facilities shall be provided separately from parking spaces for commercial, industrial, and institutional uses. The facilities shall be adequate to provide loading and unloading without obstruction to the street or parking areas.
- j. Maintenance: Parking areas and off street loading facilities shall be maintained in good order, clear of debris, and shall not be used for any other use that interferes with or limits the intended use.
- k. Lighting: Only indirect lighting may be used to illuminate a parking area. See other lighting regulations in section 9-5B-2 of this chapter.
  - 1. See parking diagram in section 9-5-4 of this chapter.

**9-SA-4: LANDSCAPING:**

A. Purpose And General Regulations:

1. Introduction:

- a. This section provides minimum standards for landscaping, walls, screening devices and lighting so as to promote the general welfare of the community. This is accomplished by encouraging the creation of an attractive appearance as well as screening from view any and all uses which may be unattractive to public view. Landscaping materials, including ground covers, shrubs and trees not only improve appearance, but also facilitate control of erosion, reduction of dust and glare, and visually soften building masses. Additionally, walls and screening devices allow for separation and aid in buffering incongruous and intense activities. Used together, landscaping, walls, screening devices and lighting help ensure privacy, aid in

- promoting logical land development and enhance property values. The county encourages the use of low water plant material in such a way that a lush appearance is presented. Plant material that is high in pollen production is discouraged. Also, extreme care should be exercised when using plants that are known to be poisonous. Noxious weeds shall not be used.
- b. Plants should be placed in such a way as to maximize survivability (i.e., low water use plants should not be placed in drainageways, and the use of frost tender plants should be limited to accent locations, not primary focal points).
2. Definitions:
  3. General Regulations
    - a. Applicability: The provisions of this subsection A3 shall apply to all new buildings, all new uses of land, and any addition to existing buildings and uses requiring a conditional use permit. Maintenance requirements of this section shall apply to all sites and uses where a conditional use permit was issued.
    - b. Site Plan And Landscape Plan: The approved site plan and landscape plan shall be a part of the conditional use permit.
    - c. Installation Of Walls, Screening Devices And Lighting:
      - (1) Required Prior To Issuance Of Occupancy Permit: Prior to issuance of an occupancy permit, the walls, screening devices and lighting shall be installed in accordance with the approved construction plans.
      - (2) Cash Deposit Or Letter Of Credit In Lieu Of Installation: In lieu of the installation of plant material or public art prior to issuance of an occupancy permit, a cash deposit or an irrevocable letter of credit in an amount guaranteeing the complete installation of the plant material or public art within six (6) months may be accepted by the administrator. Failure to install the material in the six (6) month time period shall result in the forfeiture of the deposit or bond, and deemed to be a violation of this section.
    - d. Strip, Excavate, Remove Topsoil Or Berm Up Soil On Site: No person, firm or corporation shall strip, excavate or remove topsoil nor shall they berm up soil on a site, except to accommodate an approved building, building addition or facilitate necessary and approved site improvements. These changes must be part of the approved site grading and stormwater management plan. This subsection does not apply to sites where permitted uses exist or are proposed.
    - e. Use Of Landscaped Areas: Landscaped areas shall not be used for parking of vehicles, display of merchandise or other uses detrimental to the landscaping.
    - f. Naturally Occurring Vegetation: Naturally occurring vegetation in good condition and conforming with the goals for landscaping herein can be included as essential parts of the plan. The boundary of groves or masses of trees can be shown on the plan in lieu of showing the location of each individual tree.
  4. Maintenance:
    - a. Responsibility For Maintenance: The landscape areas on site, as well as in the right of way, shall be maintained by the owner or owner's association (should the property be subdivided) or the lessee of the site. Any areas designated and intended for the purposes of on site water retention shall be maintained and reserved for that specific purpose. Any alteration or deterioration of those areas shall be considered a violation of this title and any applicable ordinance.
    - b. Replacement Of Plant Material: Any plant material that does not survive shall be replaced within thirty (30) days of its demise.
    - c. Removal Or Destruction Of Landscape Material: The removal or destruction of landscape material previously approved by the county shall constitute a violation of this title. Replacement of landscape material shall be of like size as that which was removed or destroyed.
    - d. Maintained In Accordance With Site And/Or Landscape Plan: Landscaping, irrigation systems, walls, screening devices, curbing and lighting shall be reasonably maintained in accordance with the approved site and/or landscape plan. Plant material shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered.
    - e. Modification And/Or Removal Of Existing Landscaping: Modifications and/or removal of existing landscaping shall require prior approval.
    - f. Lack Of Maintenance: The lack of maintenance shall constitute a violation of this title.

B. Landscaping; Standards Of Design:

1. Minimum Requirements: Each site to be developed under a conditional use permit shall be required to provide landscape areas equal to or exceeding the following minimum amounts:
  - a. Multi-Family Use: Each site for a proposed multi-family use shall have a minimum of thirty percent (30%) of the net site/lot area in landscaping.
  - b. Service/Commercial Use: Each site for proposed service/commercial use shall have a minimum of fifteen percent (15%) of the net site/lot area in landscaping.
  - c. Industrial Use: Each site for a proposed industrial use shall have a minimum of ten percent (10%) of the net site in landscaping.
  - d. Additional Landscaping: In addition to the minimum on site landscaping, there shall be landscaping in the entire area of the right of way, between street property line and back of street curb, road, back slope, or fill slope, except for approved driveways, walkways, bike paths, and snow storage areas.
2. Future Commercial And Industrial Development: Future commercial and industrial development sites shall be landscaped in the first phase of construction, unless a phased plan is approved by the commission.
3. Uses Adjacent To Multi-Family Residential Development: Fifteen (15) gallon size trees (of a nondeciduous variety) fifteen feet (15') on center shall be planted along any property lines of parcels developed for multi-family, commercial, office, or industrial uses which are adjacent to or separated by an alley from a multi-family residential development. Minimum width of landscape buffer shall be six feet (6') clear. For commercial/industrial users of over fifty thousand (50,000) square feet, see subsection B5 of this section.
4. Use Adjacent To Single-Family Residential Development: Where multi-family, commercial, office or industrial uses are adjacent to or separated by an alley or lesser separation from a single-family residential development, such trees shall be planted at ten feet (10') on center, with every other tree being a minimum twenty four inch (24") box size.
5. Commercial, Office Or Industrial Use Adjacent To Residence: Where a commercial, office or industrial user of over fifty thousand (50,000) square feet building area is located adjacent to a residence, the landscape buffer described in subsection B3 of this section shall be increased to fifteen feet (15') (adjacent to that user), with two (2) rows of trees along the interior side of the property line. Each row is to contain minimum fifteen (15) gallon trees SRaced fifteen feet (15') on center, staggered for maximum effect in buffering the two (2) uses.
6. Criteria For Trees Along Street Frontage: Trees shall be required along all street frontages according to the following criteria:
  - a. A minimum of one tree shall be planted for every twenty five feet (?5') of linear street frontage. The trees may be grouped or planted in groves;
  - b. Fifty percent (50%) shall be twenty four inch (24") box size or larger with the balance being minimum fifteen (15) gallon size;
  - c. The trees selected shall be compatible with the overall site and landscape plan as well as adjacent sites.
7. Standard Tree Planting Detail: All trees shall be planted and staked in accordance with the "Standard Tree Planting Detail" diagram in section 9-5-4 of this chapter. Plant sizes to be in accordance with Nurseryman Association standards.
8. On Site Water Retention Areas: All on site water retention areas, other than paved surfaces, shall be entirely landscaped and shall comply with the following criteria:
  - a. The retention areas shall not occupy more than sixty seven percent (67%) of the on site street frontage landscape area;
  - b. All retention areas shall maintain slopes no steeper than three to one (3:1).
9. Mounding And Berming: All mounding and berming shall have slopes no steeper than three to one (3:1).
10. Ground Cover: A minimum of fifty percent (50%) of the landscaped areas is to be planted with vegetative ground cover. Minimum size and spacing to be one gallon size plants at a maximum three feet (3') on center.
11. Landscape Designs: Landscape designs shall be compatible with adjacent properties. Selected stock shall be especially suited for this climate or shall be from native stock.

**9-SA-5: FENCING:**

- A. Substituted For Planting Screens: Fencing may be substituted for planting screens subject to the approval of the staff and the commission.
- B. Separation Or Screening: Fencing shall be installed to provide separation or screening as specified in the site or development standards for the specific use. A sight obscuring fence required by the commission for any conditional use shall be stained or painted a single solid color, shall not be used for advertising, and shall be maintained in good repair.
- F. Conditional Use Adjoins Agricultural Uses: Where a conditional use adjoins *an* agricultural use where animal grazing is known to occur for more than thirty (30) consecutive days per year. the permittee shall cause a fence to be constructed so as to prevent the animals from entering the use area. The permittee shall provide for the maintenance of said fence through covenants, association documents, agreement(s) with the adjoining owner(s), or other form acceptable to the commission prior to approval of the permit so that there is reasonable assurance that the fence will be maintained in functional condition so long as the conflicting lclses continue.
- G. Obstruction Of Vision: Sight obscuring fences, hedges, walls, latticework, or screens shall not be constructed in such a manner that vision necessary for safe operation of motor vehicles or bicycles on or entering public roadways is obstructed.

**9-5A-6: UTILITIES:**

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

**9-5B PERFORMANCE STANDARDS**

**9-5B-1 NOISE:**

- A. Commercial Or Industrial Activity: The noise emanating from any commercial or industrial activity shall be muffled so as not to become objectionable due to intermittent beat, frequency or shrillness, and shall not exceed forty (40) decibels between the hours of seven o'clock (7:00) P.M. and seven o'clock (7:00) A.M., and sixty (60) decibels at other hours at the property line if adjacent uses are not the same.

**9-5B-2: LIGHTING:**

- C. Standards:
  - 2. Turn Off Required: All nonessential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes.
  - 4 All Other Outdoor Lighting: All other outdoor lighting shall meet the following standards and at a minimum the standards in title 6, chapter 2 of this code:
    - a. The height of any light fixture or illumination source shall not exceed twenty feet (20').
    - b. All lighting or illumination units or sources shall be hooded or shielded in a downward direction so they do not produce glare or cause light trespass on any adjacent lot or real

- property as depicted in section 9-5-4 of this chapter.
- c. Lights or illumination units shall not direct light, either directly or through a reflecting device, upon any adjacent lot or real property. Lighting should not illuminate the sky or reflect off adjacent water bodies or produce glare or cause light trespass on any adjacent lot or real property.
  - d. External lighting of the face of signs shall be placed above the sign and shielded and directed in a manner that the illumination source shall not be visible from any adjacent lot or real property. Sign lighting shall not reflect or glare beyond the face of the sign and immediately below the sign 1 .
5. **Parking Areas, Walkways Or Similar Uses:** All outdoor lights used for parking areas, walkways, and similar uses mounted on poles eight feet (8') or greater in height shall be directed downward. The light source shall be shielded so that it will not produce glare or cause light trespass on any adjacent lot or real property.
  6. **Searchlights:** Searchlights shall only be operated for special events or grand openings for a maximum of one week. Searchlights shall not be operated on residential or agricultural property.
  7. **Mercury Vapor Lights:** The installation of mercury vapor lamps is hereby prohibited.
  8. **Flashing, Intermittent Or Moving Lights Prohibited:** Flashing or intermittent lights, lights of changing degree of intensity, or moving lights shall not be permitted. This subsection shall not be construed so as to prohibit the flashing porch light signal used only while emergency services are responding to a call for assistance at the property, or holiday lights.
  9. **Industrial And Exterior Lighting:** Industrial and exterior lighting shall not be used in such a manner that produces glare on public highways and neighboring property. Arc welding, acetylene torch cutting, or similar processes shall be performed so as not to be seen from any point beyond the property line. Exceptions will be made for necessary repairs to equipment.
  10. **Sensor Activated Lights:** Sensor activated lights, provided:
    - a. They are located in such a manner as to prevent glare and lighting onto properties of others or into a public right of way.
    - b. They are set to only go on when activated and to go off within five (5) minutes after activation has ceased.
    - c. They shall not be triggered by activity off the property.
  11. **Towers, Power Lines And Power Poles:** Lighting of radio, communication and navigation towers along with power lines and power poles, provided the owner or occupant demonstrates that the federal aviation administration (FAA) regulations can only be met through the use of lighting.
  12. **Outdoor Lighting Plan:** All applications for a conditional use permit shall include an outdoor lighting plan for the entire site which indicates how the above standards are to be met. The approved permit shall be a part of the conditional use permit and/or the building permit.

**9-5B-4: EMISSIONS:**

- A. **Obnoxious Odors; Toxic Or Corrosive Fumes Or Gases:** The emission of obnoxious odors of any kind shall not be permitted, nor the emission of any toxic or corrosive fumes or gases.
- B. **Dust:** Dust created by an industrial, commercial, or recreational operation shall not be exhausted or wasted into the air. All operations shall be subject to the standards in appendix C, fugitive dust 1 . State air quality permits, when required, may be a condition of approval of the conditional use permit or may be required to be a part of the conditional use permit at the discretion of the commission.
- C. **Wood Burning Devices:** Wood burning devices shall be limited to one per site. Wood burning devices shall be certified for low emissions in accordance with EPA standards.

**9-5B-5: DUST:**

- A. **Minimization Required:** Dust and other types of air pollution borne by the wind from such sources as storage areas and roads, shall be minimized by appropriate landscaping, paving, oiling, watering on a scheduled basis, or other acceptable means.
- B. **Created By Approved Operation:** Dust created by any approved operation shall not be exhausted or wasted into the air. The standards in appendix C, fugitive dust 1 along with state air quality permits, when required, may be a condition of approval of the conditional use permit or may be required to be a part of the conditional use permit at the discretion of the commission.

**9-5B-6: OPEN STORAGE:**

All storage shall be located within an area not closer than twenty feet (20') from the street right of way line and shall be enclosed with a heavy wire or board fence not less than six feet (6') high, or by plantings the same height. Lumber, coal, or other combustible material will be fully accessible to firetrucks at all times. Open storage of toxic or hazardous materials shall not be allowed.

**9-5B-7: FIRE PROTECTION:**

Provisions must be made to implement pre-fire activities that may help improve the survivability of people and homes in areas prone to wildfire. Activities may include vegetation management around the home, use of fire resistant building materials, appropriate subdivision design, removal of fuel, providing a water source, and other measures. Recommendations of the applicable fire district will be considered.

**9-5F-1: COMMERCIAL USES; SITE OR DEVELOPMENT STANDARDS:**

Commercial uses requiring a conditional use permit shall meet the following site or development standards, except as may be modified by a PUD:

- A. Minimum Lot Area:
  - 1. The minimum lot area shall be unlimited herein except for the provisions of subsection 9-5-3A2 of this chapter, and except the minimum area for a ski area shall be forty (40) acres.
  - 2. Frontage on a public or private road shall not be less than seventy five feet (75') for each lot or parcel.
  - 3. No frontage is required for recreation business.
- B. Minimum Setbacks:
  - 1. The minimum setbacks for neighborhood businesses shall be thirty feet (30') from front, rear, and side street property lines and ten feet (10') from all side property lines.
  - 2. The minimum setbacks for service and recreation businesses shall be fifty feet (50') from rear, front, and side street property lines and thirty feet (30') from side property lines.
- C. Maximum Building Height And Floor Area:
  - 1. Building heights shall not exceed thirty five feet (35') above the lower of the existing or finished grade.
  - 2. The building size or floor area shall not exceed the limitations of subsections 9-5-3A and C of this chapter and title 6, chapter 1 of this code.
  - 3. No building or combination of buildings may cover more than forty percent (40%) of the lot or parcel, except recreation business buildings may not cover more than one percent (1%) of the lot and agricultural business buildings may not cover more than twenty percent (20%) of the lot or parcel.
- D. Site Improvements:
  - 4. Parking spaces for recreation businesses shall be provided at the rate of one per each four (4) occupants or as determined by the commission.

**TITLE 10 SUBDIVISION REGULATIONS**

**10-4-6: EASEMENTS:**

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

**10-5-1: STREET AND UTILITY IMPROVEMENTS:**

A. Installation Required: Public street, utility, conduit for fiber optics, and other off site improvements, as hereinafter listed, shall be installed in each new subdivision at the subdivider's expense or at the expense of the party agreeing to install the same, in accordance with the minimum standards set forth below prior to the acceptance of any final plat for recordation, except as provided in subsections C and D of this section. A right of way permit will be required (see section 5-7-2 of this code).

A. Acceptance By County: The county shall not accept the dedication of any public rights of way and any easements shown on the plat, together with appurtenant facilities lying therein which the county would have a duty to maintain after dedication, which are not improved, or construction thereof guaranteed in accordance with the provisions of this title or with the policies, standards, designs and specifications set forth in the road and street specifications adopted by Valley County. The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed. All plats shall contain in their notes this statement: "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."

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

D. Declaration Of Installation Of Utilities: A declaration of installation of utilities shall also be recorded. The declaration shall describe the utilities that will be placed by the subdivider, verify when the utilities will be installed and state that Valley County will have no responsibility for the installation or maintenance of utilities. If all utilities are not installed prior to recordation of the plat, a note shall be placed on the face of the plat that states: "Utilities have not been installed at the time of recordation of this plat".

E. Connection To Public Road Required: The county shall not accept any new subdivision unless the streets within the subdivision, whether public or private, are connected directly to an existing public road. In the event the subdivision is not connected to a public road with an approved minimum standard as determined by the Valley County Road Director, then the subdivider shall construct, or guarantee the construction as provided by this title, a connector road to county standards, either private roads or public roads, which shall provide access to the subdivision. All subdivisions shall be required to be accessed by a road system that meets the minimum standard as determined by the Valley County Road Director. When access has historically been provided through the subdivision to other ownerships, the subdivider shall provide for continuation of the public right of way.

## **CHAPTER 7 WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN**

### **10-7-4: SUBMISSION REQUIREMENTS:**

- A. General: All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning commission with their preliminary plat application or planned unit development submittal.
- B. Content: The plan shall be based upon a site specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.
1. Preparation: The plan shall be developed by a "professional" (see definition in section 10-7-2 of this chapter). Professionals can be prequalified by the commission and a list will be maintained at the Valley County planning and zoning office.
  3. Submittal, Implementation And Verification:
    - a. The plan shall be submitted with the preliminary plat application to the Valley County planning and zoning office.
    - b. Planned mitigation work must be completed or financially guaranteed prior to the recordation of the final plat. A schedule for the phased completion of mitigation work may be approved in conjunction with recordation of final plats.

- c. Verification of completed implementation of mitigation actions will be the responsibility of the jurisdictional structural fire district. Where no structural fire district exists, the Valley County sheriff shall appoint a county representative.
  4. Exceptions: Proposed administrative plats of less than five (5) lots and proposed subdivisions with lands less than twenty percent (20%) "forested" (see definition in section 10-7-2 of this chapter) are exempt from the professional requirement. For proposed subdivisions fitting these descriptions, the developer may complete the plan (see the fire protection form). The plan for an administrative plat can be approved by the administrator upon receiving an approval letter from the fire district.
  5. Cost: The cost and implementation of the plan preparation shall be the responsibility of the applicant.
  6. Plan Retention: The approved plan shall be retained at the Valley County planning and zoning office and the jurisdictional fire district or designated agency where no fire district exists.
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#### **List of Attachments:**

- 1) Proposed Conditions of Approval
  - 2) Standard Plat Notes and CCR Recommendations
  - 3) Board of County Commissioners
    - Relevant Meeting Minutes and Staff Report for March 30, 2026
  - 4) Applicant's Submittals Received after PZ Commission's Decision
    - Appeal letter - received February 23, 2026.
    - Supplemental letter - received March 23, 2026
    - Turn Lane Evaluation, January 8, 2026 – received March 23, 2026
    - Slide Presentation – received March 23, 2026
    - Revised submittal received from applicant on April 9, 2026.
    - Email correspondence of April 29, 2026, and April 30, 2026, with an ITD permit for re-work of existing approach to a 28-ft commercial approach to be shared with the School District. (Permit 3-26-328-A)
  - 5) Maps / Pictures
    - Photos taken August 19, 2025; March 13, 2026; April 21, 2026; and April 22, 2026
    - Vandal Flats Subdivision Sheet 1
    - Most Recent Site Plan
  - 6) List of Exhibits
  - 7) Agency Responses received after the PZ Commission's Decision on February 12, 2026
  - 8) Public Comments received after the PZ Commission's Decision on February 12, 2026
-

## Proposed Conditions of Approval – Revised

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
4. The final plat shall be recorded within two years, or this permit will be null and void.
5. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any more dirt work being done on-site.
6. Wetland delineation shall be shown on the final plat and marked as a "No Build Area".
7. A letter of approval is required from McCall Fire District prior to recording the final plat.
8. Must have approval from Central District Health prior to issuance of a building permit.
9. Must have approval from Idaho Transportation Department for Joint Access approach prior to approval of the final plat.
10. Must have a letter of approval from Lake Irrigation District.
11. All easements must be shown on the final plat.
12. All lighting must comply with the Valley County Lighting Ordinance. All lights shall be fully shielded so that there is not upward or horizontal projection of lights. Motion lights are recommended.
13. Landscaping, as shown on the submitted landscaping plan, shall be installed prior to October 1, 2027. If landscaping dies, it must be replaced.
14. Shall place addressing numbers on each building.
15. All easements shall be shown on the final plat.
16. Shall obtain a sign permit prior to installation of any signs. Construction trailers cannot be used as signage.
17. No outside storage is allowed.
18. Any additional uses will require approval of a new conditional use permit.
19. Must have Idaho Transportation Department approval of the change in access and use.
20. Standard Plat Notes shall be included on the final plat.
21. The following notes shall also be placed in the notes on the face of the final plat:
  - There shall be no division of any unit depicted on this plat except as permitted in the declaration AND with approval of the Health Authority and Planning and Zoning Commission.

- Idaho Code 42-1102 shall be referenced.
22. CCR's shall include Standard Conditions of Approval for CCRs, approved uses, wetlands, and landscape maintenance.
  23. A building permit will be required to convert the storage units to commercial use. The units cannot be rented until permit is issued and in compliance with fire code and commercial codes.
  24. First well installed will be a monitoring well for data collection by Idaho Department of Environmental Quality or their assigned.

**END OF STAFF REPORT**

### **Standard Final Plat Notes**

- Floodplain Note:

FEMA FIRM panel(s): # \_\_\_\_\_ FIRM effective date(s): \_\_\_\_\_

Flood Zone(s): Zone \_\_\_\_\_ Base Flood Elevation(s): \_\_\_\_\_ (NAVD'88)

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

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

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

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

### **Standard Condition of Approval for CCR recommendation, if recorded:**

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

# Valley County Board of County Commissioners

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

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**GABRIELLE KNAPP**  
*Clerk*  
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## IN THE OFFICE OF THE VALLEY COUNTY BOARD OF COMMISSIONERS CASCADE, IDAHO March 30, 2026

**PRESENT:**                   **SHERRY MAUPIN (CHAIRMAN)**  
                                  **NEAL THOMPSON (COMMISSIONER)**  
                                  **KATLIN CALDWELL (COMMISSIONER)**  
                                  **GABRIELLE KNAPP (CLERK)**

Chairman Sherry Maupin led the Pledge of Allegiance.

**Action Item:** Chairman Maupin presented the commissioners' agenda for March 30, 2026. Commissioner Thompson made a motion to approve the commissioners' agenda for March 30, 2026. Commissioner Caldwell seconded the motion. No further discussion, all in favor. Motion passed to approve the commissioners' agenda for March 30, 2026.

**Action Item:** Commissioner Caldwell made a motion to approve the commissioners' meeting minutes from March 11, 2026. Commissioner Thompson seconded the motion. No further discussion, all in favor. Motion passed to approve the commissioners' meeting minutes from March 11, 2026.

**Action Item:** Commissioner Thompson made a motion to approve the commissioners' meeting minutes from March 23, 2026. Commissioner Caldwell seconded the motion. No further discussion, all in favor. Motion passed to approve the commissioners' meeting minutes from March 23, 2026.

**Action Item:** Chairman Maupin brought before the commissioners the request to support the Payette Lake Eurasian Watermilfoil plan. Commissioner Thompson made a motion to approve the Support of Payette Lake Eurasian Watermilfoil Plan. Commissioner Caldwell seconded the

Board of County Commissioners Meeting  
March 30, 2026

The commissioners recessed for lunch at 11:39 p.m.

The commissioners returned from lunch at 1:00 p.m.

**Action Item:** Tamarack President, Scott Turlington gave a presentation on the C-Pace Program. He provided the commissioners with a proposed resolution for their consideration. Chairman Maupin opened the Public Hearing at 1:08 p.m. related to establishing a Valley County C-Pace program; decisions regarding proposed resolution establishing C-Pace program and adopting a C-Pace program guidebook and forms. No one was present to speak in favor or against the program. Commissioner Thompson made a motion to establish a Valley County C-Pace Program, decision regarding proposed resolution establishing C-Pace program and adopting a C-Pace program guidebook and forms. Commissioner Caldwell seconded the motion. No further discussion, all in favor. Motion passed to establish a Valley County C-Pace Program, decision regarding proposed resolution establishing C-Pace program and adopting a C-Pace program guidebook and forms.

**Action Item:** Chairman Maupin opened the Public Hearing at 2:00 p.m. related to the denial of SUB 25-019 Rocky Mountain Storage and asked if there was any conflict of interest or ex-parte communication. All commissioners advised that they did not have any conflict of interest or ex-parte communication. Chairman Maupin asked for a staff report. Planning & Zoning Director, Cynda Herrick, provided a staff report related to denial of SUB 25-019 Rocky Mountain Storage. Dusty Bitton, the applicant, gave a presentation. Commissioner Maupin asked if anyone was in favor, neutral, opposed. Commissioner Maupin closed the public hearing and began deliberations. Commissioner Thompson made a motion to remand the matter to the Planning and Zoning Board. Commissioner Caldwell seconded the motion. No further discussion, all in favor. Motion passed to remand the matter to the Planning and Zoning Board.

The commissioners had a workshop to review employee handbooks, specifically personnel policies. A full discussion was had on at will employment or what type of employment system the county would enforce. A decision was made to write a policy and have a meeting with Directors and Elected officials to design personnel policies. A discussion was also had about the importance of utilizing our coaching system and the ramifications if not being completed.

**Action Item:** Chairman Maupin made a motion to go into Executive Session per Idaho Code 74-206 1(b)-“To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer employee, staff member, or individual agent, or public-school student.”-Personnel. Commissioner Thompson seconded the motion. No further discussion, by roll call vote all commissioners voted “aye”. The commissioners went into Executive Session per Idaho Code 74-206 1(b) at 4:03 p.m.

The commissioners adjourned at 5:00 p.m.

# Valley County Planning and Zoning

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



Phone: 208-382-7115  
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<b>STAFF REPORT:</b>	Appeal of PZ Commission Denial of SUB 25-019 Rocky Mountain Storage
<b>MEETING DATE:</b>	March 30, 2026
<b>TO:</b>	Board of County Commissioners
<b>STAFF:</b>	Cynda Herrick, AICP, CFM, Planning and Zoning Director
<b>APPELLANT / APPLICANT / PROPERTY OWNER:</b>	Pearson Storage Partners LLC PO Box 4110, McCall, ID 83638
<b>LEGAL REPRESENTATIVE:</b>	Matthew Parks, Clark Wardle PO Box 639, Boise, ID 83701
<b>ENGINEER:</b>	Crestline Engineers PO Box 2330, McCall, ID 83638
<b>SURVEYOR</b>	Dunn Land Surveys 25 Coyote Trail, Cascade, ID 83611
<b>LOCATION:</b>	14014 Highway 55 Parcel RP18N03E331807 in the NE ¼ Section 33, T.18N, R.3E, Boise Meridian, Valley County, Idaho
<b>SIZE:</b>	18.47 acres
<b>REQUEST:</b>	Storage Unit Condominium Subdivision Plat - Commercial Use
<b>EXISTING LAND USE:</b>	Storage Unit Building Approved for Private Use

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On February 12, 2026, the Valley County Planning and Zoning Commission denied SUB 25-019 Rocky Mountain Storage conditional use permit and preliminary plat in unanimous<sup>34</sup> (4-0) vote. Commissioner Potter recused herself and abstained from all discussion and deliberations. This decision was appealed by the applicant.

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## Background:

Pearson Storage Partners LLC requested a conditional use permit for a subdivision on 18.47 acres. Block 1 would include 105 condominium storage units and two offices with bathroom units.

This project was modified from the original submittal. Modifications included the removal of Vandal Flats Subdivision Lot 2 Block 1; reduction from 108 units to 105; changes to the landscaping plan; and a change in name from HWY 55 Storage to Rocky Mountain Storage.

Wetland areas were delineated on the plat and would be marked as "no build" areas. An undulating landscape berm was proposed along Highway 55. A wildland urban interface fire protection plan was submitted. A pond would be used to provide water for fire protection. Access would be from a new shared driveway onto State Highway 55; this access would align with the access driveway on the west side of the highway

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## The Appeal

The appeal (attached) was received in a timely manner on February 23, 2026, with the appropriate \$1,000 fee.

### Valley County Code (VCC) 9-5H-12: APPEALS:

Each appeal must clearly state the name, address and phone number of the person or organization appealing and the specific issues, items or conditions that are being appealed, and state the nature of his or their interest and extent of damages.

The appeal summarized the application and listed the following reasons for the appeal:

- 1) The record demonstrates compliance with conditional use permit criteria.
- 2) The denial was not supported by substantial evidence and relied on speculative environmental concerns and discretionary standards applied inconsistently.
- 3) Specific issues raised are:
  - Scenic Byway, Building Orientation, and View Corridor Concerns,
  - Traffic Analysis and Reliance on ITD Determination,
  - Environmental Impacts and Stormwater Management,
  - Initial Characterization of Use, and
  - Consistent Application of Standards and Equal Protection Considerations. Idaho Code 67-6535 prohibits arbitrary and capricious actions by zoning boards.
- 5) The Commission failed to provide a written reasoned statement before the applicant was required to submit the appeal as required by Idaho Code 67-6535.

The applicant requests that the Board reverse the PZ Commission's decision; approve the conditional use permit; and impose reasonable and uniformly applied conditions of approval as appropriate.

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### Findings:

1. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:
  - 5. Commercial Uses (d) Area Business.
2. Submittals by the applicant and representatives were as follows:
  - Valley County Code 9-5H-1D requires a neighborhood meeting for proposed subdivisions with five or more lots. The applicant held a Neighborhood Meeting on July 24, 2025. A summary was included in the application submittal.
  - The complete application was submitted on July 29, 2025.
  - Crestline Engineer responded to Staff comments and questions listed in the Staff Report in a memo. (Exhibit 3, September 11, 2025)
  - On September 22, 2025, the applicant responded to concerns regarding on-going site work.
  - Revised Preliminary Plat (7 sheets), received November 10, 2025. Vandal Flats

Subdivision Lot 2 Block 1 was removed from the preliminary plat. (Exhibit 1, November 13, 2025)

- Revised Landscape Concept, received November 10, 2025. (Exhibit 2, November 13, 2025)
  - Federal Aviation Administration (FAA) pre-screening results received November 10, 2025. Applicant is not required to file with FAA. (Exhibit 3, November 13, 2025)
  - Renderings of proposed buildings and landscaping received November 10, 2025. (Exhibit 4, November 13, 2025)
  - Landscape compilation video received November 10, 2025. (Exhibit 5, November 13, 2025)
  - Groundwater Study Results, Crestline Engineers, July 22, 2021
  - An encroachment permit was submitted in November to ITD. The traffic impact study was submitted to ITD. Response from ITD is attached. (Submitted January 15, 2026)
  - Lake Irrigation District letter dated January 13, 2026.
  - Correspondence from Gregg Tankersley of Crestline Engineers on February 6, 2026, to Kendra Conder of Idaho Transportation Department regarding ITD's response and a right-of-way Encroachment Application submitted November 26, 2025. (Received February 6, 2026; Exhibit 1, February 12, 2026)
  - Landscaping information, landscape renderings, and CCRs for McCall Valley Storage Condos, similar to the proposed use. (Received February 10, 2026; Exhibit 2, February 12, 2026)
3. The Planning and Zoning Commission held a properly noticed public hearing on September 11, 2025.
  4. The matter was tabled to November 13, 2025, at 6:00 p.m., for additional information. Since the matter was tabled to a specific date and time, further legal notice was not required. However, notice was posted in the *Star News* on October 23, 2025, and October 30, 2025.
  5. The Planning and Zoning Commissioner held a properly noticed public hearing on November 13, 2025.
  6. The matter was tabled to February 12, 2026, at 6:00 p.m., for additional information. Since the matter was tabled to a specific date and time, further legal notice was not required. However, notice was posted in the *Star News* on January 22, 2026, and January 29, 2026.
  7. People commented in opposition during public testimony on the proposal. Written comments were received from the public and agencies. See the PZ Commission staff reports and minutes for each hearing.
  8. The Commissioners asked the applicant's representatives questions during the public hearings. On February 12, 2026, the public hearing was closed and Commissioners deliberated. See attached meeting minutes.
  9. A motion to deny the conditional use permit and preliminary plat for SUB 25-019 Rocky Mountain Storage was made and seconded. The motion passed unanimously on a 3-0 vote. (Commissioner Potter recused herself and Commissioner Schneider was excused.)

10. An appeal from the applicant's representative and the required \$1000 fee was received on February 23, 2026. Additional submittals were received March 23, 2026.
  11. Legal notice for the Appeal was completed, as follows:
    - Posted in the *Star News* on March 12, 2026, and March 19, 2026.
    - Potentially affected agencies were notified on March 6, 2026.
    - The applicant/property owner/appellant, legal representative, engineer, and surveyor were notified by fact sheet sent March 6, 2026.
    - Property owners within 300 feet of the property line were notified by fact sheet sent March 6, 2026.
    - The fact sheet was also sent on March 6, 2026, to people who previously comment on this matter.
    - The appeal letter and public hearing notice were posted online at [www.co.valley.id.us](http://www.co.valley.id.us) on March 6, 2026.
    - The site was posted on March 13, 2026.
  12. The Minutes of the PZ Commission Hearings and the Facts and Conclusions are attached, along with information submitted by the applicant and public.
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### **Conclusions**

The Valley County Planning and Zoning Commission made the following conclusions:

- 1) Valley County must follow the laws of the State of Idaho and those identified in the Valley County Code.
- 2) Valley County has opted to substitute traditional zoning with a multiple use concept in which there is no separation of land uses.
- 3) Valley County has one mixed use zone that is a performance-based ordinance which promotes mitigation of impacts.
- 4) That the proposed use is not in harmony with the general purpose of Valley County ordinances and policies and will not be otherwise detrimental to the public health, safety, and welfare.
- 5) That the proposed use at this specific site is not consistent with the Valley County Comprehensive Plan; specifically, regarding the Scenic Byway and viewshed. The applicant chose to not modify the site plan and building design as requested by Commissioners.
- 6) The Commissioners requested a traffic study. Although one was submitted to the Idaho Transportation Department, the results were not submitted to Valley County. Thus, the Commissioners and Valley County Engineer have not reviewed the traffic report to know if the proposal would adversely impact governmental services, including response by emergency services.
- 7) The impact on adjacent landowners, especially the residential areas immediately adjacent or who would overlook this site. This proposal has a significant amount of roof space compared to other possible commercial uses that could locate at the site. Approval would likely negatively impact the property values of adjacent properties.
- 8) Impacts to the environment are likely due to runoff of oil and other contaminants into the creek and irrigation ditch.

- 9) Approval would set a precedent that one can get a building permit, do whatever they want, and then incorporate the building into a conditional use permit. This denies the Commission the ability to apply current ordinances to a building that was built for personal use and creates an unequal playing field for applicants.
  - 10) Possible mitigation for approval would include modifications to the building layout and design, improvements to highway safety, and lessening the impact on adjacent properties
  - 11) The parcel can still be used as a single-family residence, personal storage, and agriculture.
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### 13. Additional Information (Attached)

- Staff's Compatibility Questions and Evaluation
- PZ Commission's Facts and Conclusions
- List of Exhibits
- Planning and Zoning Commission Staff Reports & Meeting Minutes
  - September 11, 2025
  - November 13, 2025
  - February 12, 2026

### 14. All Agency comment received - Comments received after the PZ Commission decision are highlighted in yellow:

Emily Hart, McCall Airport Manager, stated the site is 1.8 miles from Runway 34, in Horizontal Surface. The applicant should prescreen for FAA Form 7460-1. (August 21, 2025)

Kendra Conder, Idaho Transportation Department (ITD) stated:

- ITD will need to review turn lane warrants that include traffic that will be generated from all parcels using the shared access. The applicant will need to apply for an ITD encroachment permit and must meet ITD specifications for a commercial two-way approach. Installation of any landscaping within the ITD right-of-way will need a permit. (August 29, 2025)
- ITD's request for turn lane warrants has not been met. (October 15, 2025)
- There are no issues from ITD's perspective that should hold up the PZ hearing. (February 11, 2026; Exhibit 3, February 12, 2026)
- ITD does not have any comments regarding the appeal. (March 23, 2026)
- She attached the ITD staff report dated February 6, 2026, and related email correspondence. (Received March 24, 2026)

Ryan Garber, McCall Fire & EMS:

- Listed requirements for fire flow, hydrants, driveways, security gates, and fire extinguishers. Roads and water supply for fire protection shall be installed, inspected, and operable prior to final plat or building construction within each phase. (September 2, 2025)
- Listed requirements for access roads, water supply, fire extinguishers, and LPG. The water supply site plan needs to be approved by the fire district prior to installation. (March 17, 2026)

Shirley Florence, Lake Irrigation District (LID):

- Listed requirements for the LID water assigned to the proposed subdivision. (September 3, 2025)
- Stated the applicants and their engineers are working with the District's Board regarding the District's easement through the site. (November 6, 2025)
- Stated that agreements have been made with the applicant:
  - 1) A 20-ft easement on the delivery ditch in the southeast corner, and
  - 2) Idaho Code 42-1102 will be reference on the plat. (January 13, 2025)

Annette Derrick, Valley County Building Official, stated :

- A building permit will be required to convert the existing storage units to commercial use. (Exhibit 1 - September 11, 2025)
- The existing structure was permitted as a residential detached garage. It was finished without mezzanines in the structure. If this structure is being used as a commercial structure, a new building permit will be required. (January 29, 2026)
- A building permit to upgrade and include firewalls and, if over 12,000-sqft, fire sprinklers will be needed, and any other required updates. (March 10, 2026)

Brent Copes, Central District Health, stated a subdivision application, fees, test holes, ground water monitoring and engineering report are required. (Exhibit 2 – September 11, 2025)

The Boise Regional DEQ Administration has no comments at this time. (March 9, 2026)

15. All Public comment received (written and verbal testimony):

In Favor of Appeal (i.e., in favor of approval of SUB 25-019)

Lavon Webb, Nampa, stated Sterling Landscape Company LLC has been engaged in planning and development of the landscape design for the proposal. The proposed design includes contoured berms with boulders, native trees, and creeping red fescue seed to establish a natural meadow appearance consistent with the local landscape. Offset wooden panels along the back side of the berms would provide visual depth. (March 17, 2026)

Toni Curtis, Silvercreek Realty Group, stated the Commission should have approved the application based on its own merits and modifications. The final design is respectful of the scenic byway and view corridor. (March 23, 2026)

Bob Crawford, Crawford Olson Real Estate, stated the location is compatible with the industrial and storage uses the County has allowed to the north and west of the site. A storage use is one of the more benign possible uses of the site for the Knob Hill neighborhood to the south. (March 23, 2026)

Michael S Chapman, Flying Brokers, stated the C.U.P. should be approved based on compliance with C.U.P. Standards, not subjective opinions of hypothetical personal and business uses, perceived incompatibility, and opinions of negative financial impact. The landscaping, positioning buildings so the garage doors are not visible to Highway 55, and low height of the two buildings directly along Highway 55 would have minimal impacts to the view corridor. Nearby properties along Highway 55 with similar impacts are listed. (March 23, 2026)

Kristen Fiorentino, Larry Fiorentino, and Tamara Wall, of the Knob Hill No. 2 POA Board, support the project and request that all lighting be dark sky compliant. (March 23, 2026)

Opponents of Appeal (i.e., in opposition to approval of SUB 25-019) – See written comments and meeting minutes. Reasons Given Include:

Kathy Deinhardt Hill, 14068 Pioneer Road, is opposed.

- The constructed storage units should remain for personal use. Highway 55 has been made more dangerous by the unlimited commercial development. A full turn lane from Lake Fork to McCall and a reduced speed limit are needed before approval of additional commercial development. Commissioner Potter should recuse herself from review of this application. (November 3, 2025)
- A turn lane, reduced speed limit, and a no passing zone is needed in this area. The first 12 units, supposedly for personal use, are already completed; however, each unit has a power meter. What businesses will be allowed in the offices/bathroom buildings. Allowing people to run businesses from the storage units would have a negative impact; does the County have resources to make sure that kind of activity does not happen at this site? Enforcement of landscaping requirements is needed. The proposed use is incompatible with the areas to the south and east sides. The only reason it is compatible with the north and west sides is because industrial, commercial, and storage units have been allowed. (February 1, 2026)
- The applicant was not upfront at the beginning as the existing building with 12 units was built under the guise of personal use. She is concerned that business will operate out of the units which has impacts. How would this be enforced? She does not have faith in ITD as they recently stated that Highway 55 is at maximum capacity. The highway is busy both during the work week and during the weekend. A turn lane, double solid center line, and a reduced speed limit are necessary at this location. (Testimony, February 12, 2026)

John Humphries, 108 Magnetic Rock RD, is opposed.

- The proposed size and scale is not compatible with adjacent single-family residential subdivision to the south or the agricultural land use to the east. Without any turn lanes, acceleration or deceleration lanes, this project would exasperate the existing dangerous section of Highway 55. The existing building was for personal use only; however, power meters were added for each unit. There is a lack of landscaping for the numerous commercial buildings along Highway 55. The proposed storage units are not in the best interest of the community. (February 1, 2026)
- The proposal would add to the already unsightly commercial sprawl between Lake Fork and McCall. (March 23, 2026)

Katharina and Geoffrey Roth are opposed to any more storage units along the scenic highway. If approved, require a 90% visual barrier using vegetation and a low berm. (February 2, 2026)

Scott Harris, 86 Ilka Lane, said:

- The initial construction was approved for private use but established a precedent for having similar buildings at the site that might have otherwise not been approved. A turn lane was recommended at Elo Road and Highway 55 for a nearby storage unit use; thus, one should be located here. There is also standing water at times on this property. It is past time to take more aggressive measures to preserve the Scenic Byway. (Testimony, February 12, 2026)
- He approves of the Commission's unanimous decision to deny based on traffic danger, further degradation of the Scenic Corridor, and the recognition of subterfuge

by the applicant bypassing the commercial permitting process. Does the Board envision wall to wall storage units, warehouses, and boat dealership as a safe, scenic entrance to the McCall area? (March 23, 2026)

Mike D. stated the proposal would create a significant visual and land-use impact along a major corridor in Valley County. Even with landscaping or berms, a project of this scale would introduce a large commercial storage complex that does not align with the character of the surrounding area. (March 17, 2026)

Nate Peterson stated a large condominium storage complex along a visible section of HWY 55 does not feel consistent with the values of open space, scenic corridors, and small-town character. Even with berms or landscaping, the overall effect would change the character of the area. (March 17, 2026)

"Citizens of Valley County" [no names provided] stated the appeal does not identify legal error. The Commission's decision is supported by substantial evidence. The record demonstrates incompatibility with surrounding residential uses, visual impacts along the scenic corridor, and unresolved concerns regarding traffic, safety, and site impacts. Compatibility is not limited to technical compliance but includes visual, functional, and contextual impacts. The existence of another nearby storage facility does not make this site comparable. (March 18, 2026)

Alex Sullyvan stated this project raises significant concerns regarding compatibility, visual impacts, and long-term land use planning. Even with proposed landscaping, the scale and nature of the development would create an industrial-style presence that does not align with the rural and scenic character valued by Valley County residents. Long-term management, enforcement, and potential unintended uses could be difficult to regulate once the project is subdivided and sold. The PZ Commissions unanimous decision reflects the seriousness of the concerns raised by the Commission and the public. (March 19, 2026)

#### Other Responses:

April Whitney commented and sent pictures on the dirt work occurring on the site after the public hearing on September 11, 2025. (September 18, 2025)

- Dusty Bitton replied, stating the digging was occurring for underground electrical lines and propane tanks. (September 22, 2025)

Drew Dodson, a reporter for BoiseDev.com and ValleyLookout.com, submitted information regarding lease agreements for business entities owned by Dusty Bitton for the existing storage building. He also requested information on enforcement or violations of Valley County Code. (February 4, 2026)

#### **16. Valley County Code (Title 9 and 10):**

In Table 9-3-1, this proposal is categorized under:

- 5. Commercial Uses (d) Area Business.

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

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**The following Valley County Code was effective at the time the application was submitted.**

**TITLE 9 LAND USE AND DEVELOPMENT  
TABLE 5-A STANDARDS FOR CONDITIONAL USES**

Use Description	Building Setbacks (feet)				Minimum Lot Area	Max. % Lot Cover	Minimum Street Frontage	Max. Building Height	Minimum Parking Spaces
	Front	Side	Side Street	Rear					
Commercial Use Area Business	30	10	30	30		40	75	35	1+ 1/250 saft

**9-5-3: STANDARDS:**

The provisions of this chapter shall apply to the various buildings and uses designated herein as conditional uses.

**B. Setbacks:**

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

**9-SA SITE IMPROVEMENTS**

**9-SA-1: GRADING:**

- A. Permit Required: Grading to prepare a site for a conditional use or grading, vegetation removal, construction or other activity that has any impact on the subject land or on adjoining properties is a conditional use. A conditional use permit is required prior to the start of such an activity.
- D. Wetlands: Grading or disturbance of wetlands is subject to approval of the U.S. corps of engineers under the federal clean water act. The federal permit, if required, shall be part of the conditional use permit.
- E. Site Grading Plan:
  1. The conditional use permit application shall include a site grading plan, or preliminary site grading plan for subdivisions, clearly showing the existing site topography and the proposed final grades with elevations or contour lines and specifications for materials and their placement as necessary to complete the work. The plan shall demonstrate compliance with best management practices for surface water management for permanent management and the methods that will be used during construction to control or prevent the erosion, mass movement, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development. The plan shall be subject to review of the county engineer and the soil conservation district. The information received from the county engineer, the soil conservation district, and other agencies regarding the site grading plan shall be considered by the planning and zoning commission and/or the board of county commissioners in preparing the conditions of approval or reasons for denial of the applications.
  2. For subdivisions, preliminary site grading plans and stormwater management plans must be presented for review and approval by the commission as part of the conditional use permit application. However, prior to construction of the infrastructure, excavation, or recordation of the final plat, the final plans must be approved by the county engineer.
- F. Land Surfaces Not Used For Roads, Buildings And Parking: All land surfaces not used for roads, buildings and parking shall be covered either by natural vegetation, other natural and undisturbed

o\_pen space, or landscaping.

- G. Stormwater Management Plan: Prior to issuance of building permits, the administrator must receive a certification from the developer's engineer verifying that the stormwater management plan has been implemented according to approved plans.

**9-SA-2: ROADS AND DRIVEWAYS:**

- B. Access Roads Or Driveways: Residential developments, civic or community service uses, and commercial uses shall have at least two (2) access roads or driveways to a public street wherever practicable.
- E. Access To Highway 55: Access to Highway 55 shall be limited at all locations and may be prohibited where other access is available. An access permit from the Idaho transportation department may be required.

**9-SA-3: PARKING AND OFF STREET LOADING FACILITIES:**

- A. Site Plan: The site plan for a conditional use permit shall include a detailed scale drawing showing the parking area plan including driveways, parking spaces, setbacks, landscaping, buildings, vehicle maneuver areas including firetrucks and refuse collection trucks, snow storage, and drainage.
- B. Accessory Parking And Loading Facilities Required: Accessory parking and loading facilities shall be provided as required herein for every building and structure erected, and every land use established after the effective date hereof; unless the commission or the board determines that the proposed parking is adequate.
- C. Required Spaces: The minimum number of spaces required is specified herein under the site and development standards for the specific use.
- D. Parking Space, Maneuvering Area And Aisle Dimensions: All parking spaces and on site vehicular circulation areas shall comply with the following minimum sizes!:
1. Parking Area Dimensions:
    - a. Minimum size parking spaces shall measure eight feet six inches by eighteen feet (8'6" x 18').
    - b. All parallel parking spaces shall measure a minimum of eight feet six inches by twenty two feet (8'6" x 22').
    - c. Recreational vehicle parking spaces shall measure a minimum of ten feet by twenty four feet (10' x 24').
  2. End Parking Space Maneuvering: A three foot (3') wide maneuvering area shall be provided for end parking spaces in single access parking areas as shown below.
  3. Vehicle Overhang:
    - a. Recreational Vehicles And Parking Spaces: Recreational vehicles and parking spaces are not allowed to overhang sidewalks, curbs or landscape areas.
    - b. Standard Size Parking Spaces:
      - (1) Landscaped Areas: Standard size parking spaces are allowed to overhang landscaped areas and curbs but this overhang shall not encroach into any required setback and this area shall not be considered in meeting any required percentage of lot to be landscaped.
    - c. Access To And From Streets: Parking areas must have safe, convenient, and unobstructed access to and from streets by means of a driveway not less than ten feet (10') wide nor more than forty feet (40') wide that extends onto the private property at least twenty feet (20') beyond the property line. Driveways to loading facilities will enable vehicles to leave and enter streets in a forward direction.
    - d. Driveways: All driveways shall be designed and constructed in accordance with the county approach policies.
    - e. Surface: Parking areas and driveways shall be surfaced with asphalt, concrete, compacted gravel, and crushed rock, or other dust free, durable material.
    - f. Surface Water Drainage: Drainage of surface water shall be provided that will be adequate to drain the surface of the parking area while preventing flows of water onto adjacent properties. Surface waters shall be managed in accordance with best management practices to protect or improve water quality.

- g. Screening: Parking areas containing more than ten (10) spaces shall be effectively screened on all sides adjoining residential uses by a wall, fence, or plantings not less than four feet (4') in height.
- h. Prohibited In Setback Zone: No part of a parking area shall be located within a required setback zone such as a side, front, or rear yard.
- i. Off Street Loading Facilities: Off street loading facilities shall be provided separately from parking spaces for commercial, industrial, and institutional uses. The facilities shall be adequate to provide loading and unloading without obstruction to the street or parking areas.
- j. Maintenance: Parking areas and off street loading facilities shall be maintained in good order, clear of debris, and shall not be used for any other use that interferes with or limits the intended use.
- k. Lighting: Only indirect lighting may be used to illuminate a parking area. See other lighting regulations in section 9-5B-2 of this chapter.
  - 1. See parking diagram in section 9-5-4 of this chapter.

**9-SA-4: LANDSCAPING:**

**A. Purpose And General Regulations:**

1. Introduction:

- a. This section provides minimum standards for landscaping, walls, screening devices and lighting so as to promote the general welfare of the community. This is accomplished by encouraging the creation of an attractive appearance as well as screening from view any and all uses which may be unattractive to public view. Landscaping materials, including ground covers, shrubs and trees not only improve appearance, but also facilitate control of erosion, reduction of dust and glare, and visually soften building masses. Additionally, walls and screening devices allow for separation and aid in buffering incongruous and intense activities. Used together, landscaping, walls, screening devices and lighting help ensure privacy, aid in promoting logical land development and enhance property values. The county encourages the use of low water plant material in such a way that a lush appearance is presented. Plant material that is high in pollen production is discouraged. Also, extreme care should be exercised when using plants that are known to be poisonous. Noxious weeds shall not be used.
- b. Plants should be placed in such a way as to maximize survivability (i.e., low water use plants should not be placed in drainageways, and the use of frost tender plants should be limited to accent locations, not primary focal points).

2. Definitions:

3. General Regulations

- a. Applicability: The provisions of this subsection A3 shall apply to all new buildings, all new uses of land, and any addition to existing buildings and uses requiring a conditional use permit. Maintenance requirements of this section shall apply to all sites and uses where a conditional use permit was issued.
- b. Site Plan And Landscape Plan: The approved site plan and landscape plan shall be a part of the conditional use permit.
- c. Installation Of Walls, Screening Devices And Lighting:
  - (1) Required Prior To Issuance Of Occupancy Permit: Prior to issuance of an occupancy permit, the walls, screening devices and lighting shall be installed in accordance with the approved construction plans.
  - (2) Cash Deposit Or Letter Of Credit In Lieu Of Installation: In lieu of the installation of plant material or public art prior to issuance of an occupancy permit, a cash deposit or an irrevocable letter of credit in an amount guaranteeing the complete installation of the plant material or public art within six (6) months may be accepted by the administrator. Failure to install the material in the six (6) month time period shall result in the forfeiture of the deposit or bond, and deemed to be a violation of this section.
- d. Strip, Excavate, Remove Topsoil Or Berm Up Soil On Site: No person, firm or corporation shall strip, excavate or remove topsoil nor shall they berm up soil on a site, except to accommodate an approved building, building addition or facilitate necessary and approved site improvements. These changes must be part of the approved site grading and stormwater management plan. This subsection does not apply to sites where permitted uses exist or are proposed.

- e. Use Of Landscaped Areas: Landscaped areas shall not be used for parking of vehicles, display of merchandise or other uses detrimental to the landscaping.
  - f. Naturally Occurring Vegetation: Naturally occurring vegetation in good condition and conforming with the goals for landscaping herein can be included as essential parts of the plan. The boundary of groves or masses of trees can be shown on the plan in lieu of showing the location of each individual tree.
4. Maintenance:
- a. Responsibility For Maintenance: The landscape areas on site, as well as in the right of way, shall be maintained by the owner or owner's association (should the property be subdivided) or the lessee of the site. Any areas designated and intended for the purposes of on site water retention shall be maintained and reserved for that specific purpose. Any alteration or deterioration of those areas shall be considered a violation of this title and any applicable ordinance.
  - b. Replacement Of Plant Material: Any plant material that does not survive shall be replaced within thirty (30) days of its demise.
  - c. Removal Or Destruction Of Landscape Material: The removal or destruction of landscape material previously approved by the county shall constitute a violation of this title. Replacement of landscape material shall be of like size as that which was removed or destroyed.
  - d. Maintained In Accordance With Site And/Or Landscape Plan: Landscaping, irrigation systems, walls, screening devices, curbing and lighting shall be reasonably maintained in accordance with the approved site and/or landscape plan. Plant material shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered.
  - e. Modification And/Or Removal Of Existing Landscaping: Modifications and/or removal of existing landscaping shall require prior approval.
  - f. Lack Of Maintenance: The lack of maintenance shall constitute a violation of this title.
- B. Landscaping; Standards Of Design:
1. Minimum Requirements: Each site to be developed under a conditional use permit shall be required to provide landscape areas equal to or exceeding the following minimum amounts:
    - a. Multi-Family Use: Each site for a proposed multi-family use shall have a minimum of thirty percent (30%) of the net site/lot area in landscaping.
    - b. Service/Commercial Use: Each site for proposed service/commercial use shall have a minimum of fifteen percent (15%) of the net site/lot area in landscaping.
    - c. Industrial Use: Each site for a proposed industrial use shall have a minimum of ten percent (10%) of the net site in landscaping.
    - d. Additional Landscaping: In addition to the minimum on site landscaping, there shall be landscaping in the entire area of the right of way, between street property line and back of street curb, road, back slope, or fill slope, except for approved driveways, walkways, bike paths, and snow storage areas.
  2. Future Commercial And Industrial Development: Future commercial and industrial development sites shall be landscaped in the first phase of construction, unless a phased plan is approved by the commission.
  3. Uses Adjacent To Multi-Family Residential Development: Fifteen (15) gallon size trees (of a nondeciduous variety) fifteen feet (15') on center shall be planted along any property lines of parcels developed for multi-family, commercial, office, or industrial uses which are adjacent to or separated by an alley from a multi-family residential development. Minimum width of landscape buffer shall be six feet (6') clear. For commercial/industrial users of over fifty thousand (50,000) square feet, see subsection B5 of this section.
  4. Use Adjacent To Single-Family Residential Development: Where multi-family, commercial, office or industrial uses are adjacent to or separated by an alley or lesser separation from a single-family residential development, such trees shall be planted at ten feet (10') on center, with every other tree being a minimum twenty four inch (24") box size.
  5. Commercial, Office Or Industrial Use Adjacent To Residence: Where a commercial, office or industrial user of over fifty thousand (50,000) square feet building area is located adjacent to a residence, the landscape buffer described in subsection B3 of this section shall be increased to fifteen feet (15') (adjacent to that user), with two (2) rows of trees along the interior side of the property line. Each row is to contain minimum fifteen (15) gallon trees SRaced fifteen feet (15') on

- center, staggered for maximum effect in buffering the two (2) uses.
6. Criteria For Trees Along Street Frontage: Trees shall be required along all street frontages according to the following criteria:
    - a. A minimum of one tree shall be planted for every twenty five feet (25') of linear street frontage. The trees may be grouped or planted in groves;
    - b. Fifty percent (50%) shall be twenty four inch (24") box size or larger with the balance being minimum fifteen (15) gallon size;
    - c. The trees selected shall be compatible with the overall site and landscape plan as well as adjacent sites.
  7. Standard Tree Planting Detail: All trees shall be planted and staked in accordance with the "Standard Tree Planting Detail" diagram in section 9-5-4 of this chapter. Plant sizes to be in accordance with Nurseryman Association standards.
  8. On Site Water Retention Areas: All on site water retention areas, other than paved surfaces, shall be entirely landscaped and shall comply with the following criteria:
    - a. The retention areas shall not occupy more than sixty seven percent (67%) of the on site street frontage landscape area;
    - b. All retention areas shall maintain slopes no steeper than three to one (3:1).
  9. Mounding And Berming: All mounding and berming shall have slopes no steeper than three to one (3:1).
  10. Ground Cover: A minimum of fifty percent (50%) of the landscaped areas is to be planted with vegetative ground cover. Minimum size and spacing to be one gallon size plants at a maximum three feet (3') on center.
  11. Landscape Designs: Landscape designs shall be compatible with adjacent properties. Selected stock shall be especially suited for this climate or shall be from native stock.

**9-SA-5: FENCING:**

- A. Substituted For Planting Screens: Fencing may be substituted for planting screens subject to the approval of the staff and the commission.
- B. Separation Or Screening: Fencing shall be installed to provide separation or screening as specified in the site or development standards for the specific use. A sight obscuring fence required by the commission for any conditional use shall be stained or painted a single solid color, shall not be used for advertising, and shall be maintained in good repair.
- F. Conditional Use Adjoins Agricultural Uses: Where a conditional use adjoins *an* agricultural use where animal grazing is known to occur for more than thirty (30) consecutive days per year. the permittee shall cause a fence to be constructed so as to prevent the animals from entering the use area. The permittee shall provide for the maintenance of said fence through covenants, association documents, agreement(s) with the adjoining owner(s), or other form acceptable to the commission prior to approval of the permit so that there is reasonable assurance that the fence will be maintained in functional condition so long as the conflicting uses continue.
- G. Obstruction Of Vision: Sight obscuring fences, hedges, walls, latticework, or screens shall not be constructed in such a manner that vision necessary for safe operation of motor vehicles or bicycles on or entering public roadways is obstructed.

**9-5A-6: UTILITIES:**

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

- E. Easements Or Rights Of Way: Easements or rights of way shall be set aside or dedicated for the construction and maintenance of utilities in accordance with the provisions of the subdivision ordinance.
- F. Utility Plan: A utility plan showing the schedule of construction or installation of proposed utilities shall be a part of the conditional use permit.

## **9-5B PERFORMANCE STANDARDS**

### **9-5B-1 NOISE:**

- A. Commercial Or Industrial Activity: The noise emanating from any commercial or industrial activity shall be muffled so as not to become objectionable due to intermittent beat, frequency or shrillness, and shall not exceed forty (40) decibels between the hours of seven o'clock (7:00) P.M. and seven o'clock (7:00) A.M., and sixty (60) decibels at other hours at the property line if adjacent uses are not the same.

### **9-5B-2: LIGHTING:**

- C. Standards:
  - 2. Turn Off Required: All nonessential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes.
  - 4 All Other Outdoor Lighting: All other outdoor lighting shall meet the following standards and at a minimum the standards in title 6, chapter 2 of this code:
    - a. The height of any light fixture or illumination source shall not exceed twenty feet (20').
    - b. All lighting or illumination units or sources shall be hooded or shielded in a downward direction so they do not produce glare or cause light trespass on any adjacent lot or real property as depicted in section 9-5-4 of this chapter.
    - c. Lights or illumination units shall not direct light, either directly or through a reflecting device, upon any adjacent lot or real property. Lighting should not illuminate the sky or reflect off adjacent water bodies or produce glare or cause light trespass on any adjacent lot or real property,
    - d. External lighting of the face of signs shall be placed above the sign and shielded and directed in a manner that the illumination source shall not be visible from any adjacent lot or real property. Sign lighting shall not reflect or glare beyond the face of the sign and immediately below the sign 1.
  - 5. Parking Areas, Walkways Or Similar Uses: All outdoor lights used for parking areas, walkways, and similar uses mounted on poles eight feet (8') or greater in height shall be directed downward. The light source shall be shielded so that it will not produce glare or cause light trespass on any adjacent lot or real property.
  - 6. Searchlights: Searchlights shall only be operated for special events or grand openings for a maximum of one week. Searchlights shall not be operated on residential or agricultural property.
  - 7. Mercury Vapor Lights: The installation of mercury vapor lamps is hereby prohibited.
  - 8. Flashing, Intermittent Or Moving Lights Prohibited: Flashing or intermittent lights, lights of changing degree of intensity, or moving lights shall not be permitted. This subsection shall not be construed so as to prohibit the flashing porch light signal used only while emergency services are responding to a call for assistance at the property, or holiday lights.
  - 9. Industrial And Exterior Lighting: Industrial and exterior lighting shall not be used in such a manner that produces glare on public highways and neighboring property. Arc welding, acetylene torch cutting, or similar processes shall be performed so as not to be seen from any point beyond the property line. Exceptions will be made for necessary repairs to equipment.
  - 10. Sensor Activated Lights: Sensor activated lights, provided:
    - a. They are located in such a manner as to prevent glare and lighting onto properties of others or into a public right of way.
    - b. They are set to only go on when activated and to go off within five (5) minutes after activation has ceased.
    - c. They shall not be triggered by activity off the property.
  - 11. Towers, Power Lines And Power Poles: Lighting of radio, communication and navigation towers along with power lines and power poles, provided the owner or occupant demonstrates that the

federal aviation administration (FAA) regulations can only be met through the use of lighting.

12. Outdoor Lighting Plan: All applications for a conditional use permit shall include an outdoor lighting plan for the entire site which indicates how the above standards are to be met. The approved permit shall be a part of the conditional use permit and/or the building permit.

**9-5B-4: EMISSIONS:**

- A. Obnoxious Odors; Toxic Or Corrosive Fumes Or Gases: The emission of obnoxious odors of any kind shall not be permitted, nor the emission of any toxic or corrosive fumes or gases.
- B. Dust: Dust created by an industrial, commercial, or recreational operation shall not be exhausted or wasted into the air. All operations shall be subject to the standards in appendix C, fugitive dust 1. State air quality permits, when required, may be a condition of approval of the conditional use permit or may be required to be a part of the conditional use permit at the discretion of the commission.
- C. Wood Burning Devices: Wood burning devices shall be limited to one per site. Wood burning devices shall be certified for low emissions in accordance with EPA standards.

**9-5B-5: DUST:**

- A. Minimization Required: Dust and other types of air pollution borne by the wind from such sources as storage areas and roads, shall be minimized by appropriate landscaping, paving, oiling, watering on a scheduled basis, or other acceptable means.
- B. Created By Approved Operation: Dust created by any approved operation shall not be exhausted or wasted into the air. The standards in appendix C, fugitive dust 1 along with state air quality permits, when required, may be a condition of approval of the conditional use permit or may be required to be a part of the conditional use permit at the discretion of the commission.

**9-5B-6: OPEN STORAGE:**

All storage shall be located within an area not closer than twenty feet (20') from the street right of way line and shall be enclosed with a heavy wire or board fence not less than six feet (6') high, or by plantings the same height. Lumber, coal, or other combustible material will be fully accessible to firetrucks at all times. Open storage of toxic or hazardous materials shall not be allowed.

**9-5B-7: FIRE PROTECTION:**

Provisions must be made to implement pre-fire activities that may help improve the survivability of people and homes in areas prone to wildfire. Activities may include vegetation management around the home, use of fire resistant building materials, appropriate subdivision design, removal of fuel, providing a water source, and other measures. Recommendations of the applicable fire district will be considered.

**9-5F-1: COMMERCIAL USES; SITE OR DEVELOPMENT STANDARDS:**

Commercial uses requiring a conditional use permit shall meet the following site or development standards, except as may be modified by a PUD:

- A. Minimum Lot Area:
  1. The minimum lot area shall be unlimited herein except for the provisions of subsection 9-5-3A2 of this chapter, and except the minimum area for a ski area shall be forty (40) acres.
  2. Frontage on a public or private road shall not be less than seventy five feet (75') for each lot or parcel.
  3. No frontage is required for recreation business.
- B. Minimum Setbacks:
  1. The minimum setbacks for neighborhood businesses shall be thirty feet (30') from front, rear, and side street property lines and ten feet (10') from all side property lines.
  2. The minimum setbacks for service and recreation businesses shall be fifty feet (50') from rear, front, and side street property lines and thirty feet (30') from side property lines.
- C. Maximum Building Height And Floor Area:
  1. Building heights shall not exceed thirty five feet (35') above the lower of the existing or finished grade.
  2. The building size or floor area shall not exceed the limitations of subsections 9-5-3A and C of this chapter and title 6, chapter 1 of this code.
  3. No building or combination of buildings may cover more than forty percent (40%) of the lot or parcel, except recreation business buildings may not cover more than one percent (1%) of the lot

and agricultural business buildings may not cover more than twenty percent (20%) of the lot or parcel.

D. Site Improvements:

4. Parking spaces for recreation businesses shall be provided at the rate of one per each four (4) occupants or as determined by the commission.

## **TITLE 10 SUBDIVISION REGULATIONS**

### **10-4-6: EASEMENTS:**

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

### **10-5-1: STREET AND UTILITY IMPROVEMENTS:**

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

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

- D. Declaration Of Installation Of Utilities: A declaration of installation of utilities shall also be recorded. The declaration shall describe the utilities that will be placed by the subdivider, verify when the utilities will be installed and state that Valley County will have no responsibility for the installation or maintenance of utilities. If all utilities are not installed prior to recordation of the plat, a note shall be placed on the face of the plat that states: "Utilities have not been installed at the time of recordation of this plat".
- E. Connection To Public Road Required: The county shall not accept any new subdivision unless the streets within the subdivision, whether public or private, are connected directly to an existing public road. In the event the subdivision is not connected to a public road with an approved minimum standard as determined by the Valley County Road Director, then the subdivider shall construct, or guarantee the construction as provided by this title, a connector road to county standards, either private roads or public roads, which shall provide access to the subdivision. All subdivisions shall be

required to be accessed by a road system that meets the minimum standard as determined by the Valley County Road Director. When access has historically been provided through the subdivision to other ownerships, the subdivider shall provide for continuation of the public right of way.

## **CHAPTER 7 WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN**

### **10-7-4: SUBMISSION REQUIREMENTS:**

- A. General: All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning commission with their preliminary plat application or planned unit development submittal.
- B. Content: The plan shall be based upon a site specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.
  - 1. Preparation: The plan shall be developed by a "professional" (see definition in section 10-7-2 of this chapter). Professionals can be prequalified by the commission and a list will be maintained at the Valley County planning and zoning office.
  - 3. Submittal, Implementation And Verification:
    - a. The plan shall be submitted with the preliminary plat application to the Valley County planning and zoning office.
    - b. Planned mitigation work must be completed or financially guaranteed prior to the recordation of the final plat. A schedule for the phased completion of mitigation work may be approved in conjunction with recordation of final plats.
    - c. Verification of completed implementation of mitigation actions will be the responsibility of the jurisdictional structural fire district. Where no structural fire district exists, the Valley County sheriff shall appoint a county representative.
  - 4. Exceptions: Proposed administrative plats of less than five (5) lots and proposed subdivisions with lands less than twenty percent (20%) "forested" (see definition in section 10-7-2 of this chapter) are exempt from the professional requirement. For proposed subdivisions fitting these descriptions, the developer may complete the plan (see the fire protection form). The plan for an administrative plat can be approved by the administrator upon receiving an approval letter from the fire district.
  - 5. Cost: The cost and implementation of the plan preparation shall be the responsibility of the applicant.
  - 6. Plan Retention: The approved plan shall be retained at the Valley County planning and zoning office and the jurisdictional fire district or designated agency where no fire district exists.

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## **17. RECOMMENDATIONS / COMMENTS BY STAFF:**

### **Board of County Commissioner's Decision**

- 1) Part of the Valley County Board of Commissioners deliberation and decision should be a **"reasoned statement"** that explains the criteria and standards considered relevant; state the relevant **facts relied upon**, and **explain the rationale for the decision based on applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record**, 'all of which' should be part of the motion to approve or deny, or should be developed with staff assistance for action at a subsequent meeting." (VCC 9-5H-11.8)
- 2) **Formulate the reasoned decision and rationale for the finding as follows...**
  - I. List Issues
  - II. Develop Reasoned Statements on the issues.

- III. Base decisions on evidence in the record.
  - IV. Base decisions on applicable ordinances, etc.
- 3) **Idaho Code 67-6519. APPLICATION GRANTING PROCESS.**
- (5) **Whenever a governing board or zoning or planning and zoning commission grants or denies an application**, it shall specify:
    - (a) The ordinance and standards used in evaluating the application;
    - (b) The reasons for approval or denial; and
    - (c) **The actions, if any, that the applicant could take to obtain approval.**
- 4) **Facts and Conclusions** will be prepared for Board of County Commissioner's decision final decision for approval at a later date.
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**List of Attachments:**

- 1) Appeal
  - Appeal letter - received February 23, 2026.
  - Supplemental letter - received March 23, 2026
  - Turn Lane Evaluation, January 8, 2026 – received March 23, 2026
  - Slide Presentation – received March 23, 2026
  
- 2) Applicant's Submittals, Including Exhibits:
  - Valley County Code 9-5H-1D requires a neighborhood meeting for proposed subdivisions with five or more lots. The applicant held a Neighborhood Meeting on July 24, 2025. A summary was included in the application submittal.
  - The complete application was submitted on July 29, 2025.
  - Crestline Engineer responded to Staff comments and questions listed in the Staff Report in a memo. (Exhibit 3, September 11, 2025)
  - On September 22, 2025, the applicant responded to concerns regarding on-going site work.
  - Revised Preliminary Plat (7 sheets), received November 10, 2025. Vandal Flats Subdivision Lot 2 Block 1 was removed from the preliminary plat. (Exhibit 1, November 13, 2025)
  - Revised Landscape Concept, received November 10, 2025. (Exhibit 2, November 13, 2025)
  - Federal Aviation Administration (FAA) pre-screening results received November 10, 2025. Applicant is not required to file with FAA. (Exhibit 3, November 13, 2025)
  - Renderings of proposed buildings and landscaping received November 10, 2025. (Exhibit 4, November 13, 2025)
  - Landscape compilation video received November 10, 2025. (Exhibit 5, November 13, 2025)
  - Groundwater Study Results, Crestline Engineers, July 22, 2021

- An encroachment permit was submitted in November to ITD. The traffic impact study was submitted to ITD. Response from ITD is attached. (Submitted January 15, 2026)
  - Lake Irrigation District letter dated January 13, 2026.
  - Correspondence from Gregg Tankersley of Crestline Engineers on February 6, 2026, to Kendra Conder of Idaho Transportation Department regarding ITD's response and a right-of-way Encroachment Application submitted November 26, 2025. (Received February 6, 2026; Exhibit 1, February 12, 2026)
  - Landscaping information, landscape renderings, and CCRs for McCall Valley Storage Condos, similar to the proposed use. (Received February 10, 2026; Exhibit 2, February 12, 2026)
- 3) PZ Commission
- PZ Commission Facts and Conclusions
  - PZ Commission Minutes and Staff Reports
    - September 11, 2025
    - November 13, 2025
    - February 12, 2026
- 4) Maps / Pictures
- Location Map
  - Aerial Map
  - Nearby Conditional Use Permits as of August 2025
  - Assessor Plat – T.18N R.3E Section 33
  - Google Maps – Aerial View - 2025
  - Google Map Street Images - 2024
  - Photos taken August 19, 2025, and March 13, 2026
- 5) Idaho Code
- Idaho Code 67-6519 Application Granting Process
- 6) List of Exhibits
- 7) All Agency Responses, Including Exhibits
- 8) All Public Comments, Including Exhibits
- 9) Compatibility Rating
- Blank Compatibility Rating with Instructions
  - Staff's Compatibility Rating

**END OF STAFF REPORT**



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February 23, 2026

Board of County Commissioners  
Valley County Board of Commissioners  
Valley County, Idaho

Via email - [cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)

**Re: Appeal of Denial of Conditional Use Permit – Rocky Mountain Storage  
CW#: 24450.1**

Dear Chair and Commissioners:

On behalf of Rocky Mountain Storage (the “**Applicant**”), this letter constitutes a formal appeal of the decision of the Valley County Planning and Zoning Commission denying the Conditional Use Permit (“**CUP**”) for a commercial storage condominium facility located along State Highway 55. The application number assigned by Valley County to this application is SUB25-019.

This appeal is submitted pursuant to the Valley County Code (the “**Code**”) provisions governing appeals from adverse decisions of the Planning and Zoning Commission. VCC § 9-5H-12. The Applicant timely files this written appeal and sets forth with specificity the grounds upon which the denial should be reversed. The Applicant respectfully requests that the Board conduct its de novo review, reverse the denial, and approve the CUP subject to reasonable and uniformly applied conditions.

### **I. Standard of Review Under Valley County Code**

Under the Valley County Code:

- An aggrieved applicant may appeal a final decision of the Planning and Zoning Commission to the Board of County Commissioners;
- The appeal must state the specific grounds upon which the decision is alleged to be erroneous;
- The Board reviews the record, applicable code provisions, and evidence, and may affirm, reverse, or modify the decision; and

- The Board's decision must be based upon adopted standards and supported by substantial evidence in the record.

The denial in this matter was not supported by substantial evidence demonstrating failure to meet CUP criteria and relied, in material part, on speculation or standards not grounded in the adopted Code.

## **II. Scenic Byway, Building Orientation, and View Corridor Concerns**

The Commission cited concerns regarding:

- Visibility from the scenic byway;
- Building orientation parallel to Highway 55; and
- The alleged failure to "break up" structures to preserve mountain views.

The Valley County Code requires that a CUP not create undue adverse impacts and that it be compatible with surrounding uses. The Code does not mandate preservation of private view corridors across private property absent specific adopted design criteria.

The record reflects:

- The site lies within a developed highway corridor that already includes commercial uses, including a storage facility directly across the highway, State Highway 55.
- The proposed use is low-intensity, with no retail component and minimal traffic.
- Landscaping and façade treatments, if desired, can be addressed through conditions.

Aesthetic preference regarding building orientation does not constitute substantial evidence of noncompliance with CUP standards. If additional visual mitigation is desired, conditions—not denial—are the appropriate tool under the Code.

The proposed storage condominium facility, with a maximum height of 18 feet at the eve of the building and set back 100 feet from the State Highway Scenic Byway in Valley County, will not adversely impact the visual integrity of the scenic byway. The building's design and strategic setback ensure that it remains unobtrusive within the landscape, allowing for ample space for landscaping that will soften its appearance. Additionally, the facility will not obstruct views of the surrounding mountains, preserving the natural beauty and expansive vistas that are characteristic of this scenic route. The project will be thoughtfully integrated into the environment, maintaining the aesthetic value of the byway while meeting functional needs.

### **III. Traffic Analysis and Reliance on ITD Determination**

The Commission also cited the absence of a traffic analysis submitted directly to County staff and the Applicant's reliance on the determination of the Idaho Transportation Department ("ITD") that no additional turn lanes or mitigation were required.

The record demonstrates:

- A Traffic Impact Study was commissioned;
- ITD reviewed the proposal;
- The project consolidates three existing access points into a single controlled access, improving safety; and
- ITD confirmed that no additional mitigation was required.

ITD has statutory jurisdiction over State Highway 55. While the County may consider traffic impacts, it may not disregard the determination of the agency with authority over highway safety and substitute unsupported concerns. The Commission erred by completely disregarding the recommendations from ITD and substituted its unsubstantiated opinion on the traffic impacts.

There is no substantial evidence demonstrating unsafe traffic impacts.

### **IV. Environmental Impacts and Stormwater Management**

The Commission further determined that the proposed use would cause adverse environmental impacts based on a belief that stormwater would not be contained on-site.

The record does not support that conclusion.

A licensed professional engineer designed the buildings and site improvements specifically to retain and manage all stormwater on-site. The stormwater system was engineered to comply with applicable drainage standards and to prevent off-site discharge or adverse impacts to adjoining properties.

No competing expert testimony or engineering analysis in the record contradicts the professional design submitted by the Applicant.

Under Idaho land use law and Valley County Code, findings of adverse impact must be supported by substantial evidence. Lay speculation regarding stormwater performance cannot outweigh unrefuted engineering design evidence in the record.

If the Board determines additional assurance is warranted, it may impose reasonable conditions requiring final engineered drainage plans, certification, or inspection approval prior to

occupancy. However, denial based on a generalized belief—unsupported by technical evidence—that stormwater would not be contained is not supported by substantial evidence.

## **V. Initial Characterization of Use**

The Commission expressed concern that the Applicant initially described the units as personal storage rather than commercial.

The record shows:

- No commercial operations are currently occurring on site;
- The Applicant voluntarily sought a CUP upon determining commercial operation was appropriate; and
- The current application squarely seeks approval for commercial storage use.

The relevant inquiry is whether the proposed commercial use meets CUP criteria. The Applicant's decision to seek proper authorization reflects good faith compliance.

The Planning and Zoning Commission had a duty to evaluate this Conditional Use Permit application based solely on the standards set forth in the Valley County Code and the evidence presented in the record. Any alleged prior unpermitted or unlawful use of the property is a separate enforcement matter and cannot lawfully serve as a basis to deny a land use application that otherwise satisfies the applicable criteria. Idaho land use decisions must be grounded in adopted standards and supported by substantial evidence relevant to those standards. Past nonconforming or unpermitted activity does not alter the zoning classification of the property, does not change the approval criteria, and cannot be used as a punitive factor in the discretionary review of a current application.

Moreover, an alleged prior illegal use cannot serve as legal precedent or justification for denial. An unlawful use creates no vested right, confers no entitlement, and establishes no regulatory baseline against which a new application may be judged. Nor may it be used to impose heightened scrutiny or additional requirements not contained in the Code. The proper remedy for any past violation lies in enforcement proceedings—not in the denial of a compliant application. The Commission's obligation was to determine whether the proposed commercial storage use meets the CUP standards as applied to the property today, independent of any prior use history. The Commissioners' focus on the historical use of the subject property was misplaced and violates Idaho law and the private property rights of the Applicant.

## **VI. Compliance with CUP Criteria**

The record supports approval under each applicable CUP standard:

- **Compatibility:** Staff's compatibility analysis reflected a strongly favorable score. The Commissioners failed to prepare their own compatibility matrixes. Therefore, based on the fact that the Administrator provided the Commissioners with a rating that supported approval of the application, the Commissioners erred by not approving the application. See VCC § 9-5H-5.
- **Property Values:** Productive commercial use increases assessed value and supports the tax base.
- **Environmental Impacts:** Engineered stormwater retention, minimal water demand, and absence of hazardous materials demonstrate no undue adverse environmental impact.
  - The commissioners erroneously found that there would be adverse impacts on the surrounding properties due to stormwater run-off.
  - Commissioners are not engineers.
  - No comments from the County engineer on the application or any concerns with the stormwater mitigation plan.
  - Stormwater on-site retention is better addressed in a condition of approval as opposed to denial of the application.
- **Traffic and Services:** ITD confirmed no additional mitigation is required.
- **Fire Protection:** An on-site pond with two dry hydrants enhances safety. The Applicant conferred with and met with the fire department and confirmed that the water supply for firefighting is acceptable to the fire department.
- **Comprehensive Plan Consistency:** The project supports corridor-based economic activity with minimal service demands.

Any residual concerns are capable of mitigation through reasonable conditions.

The Commission referenced generalized language in the Valley County Comprehensive Plan directing the County to "protect" or "preserve" the scenic byway corridor. While the Comprehensive Plan provides important policy guidance, it does not itself create independent regulatory standards capable of overriding the specific approval criteria set forth in the Valley County Code for conditional use permits.

Under Idaho's Local Land Use Planning Act, comprehensive plans are policy documents intended to guide future legislative action and ordinance adoption. The enforceable standards applicable to a particular land use application are those codified in the County's zoning ordinance. When the County has adopted specific CUP criteria governing compatibility, impacts, and mitigation, those criteria control the decision-making process.

Generalized policy language—such as encouraging scenic preservation—cannot lawfully be used as a free-standing basis for denial where the applicant satisfies the specific, adopted criteria in the zoning code. Doing so would effectively substitute aspirational policy statements for binding regulatory standards and would deprive applicants of predictable, objective review. Courts consistently hold that land use decisions must be based on clear, ascertainable standards rather

than broad, subjective policy goals. *See, e.g., Urrutia v. Blaine Cty.*, 134 Idaho 353, 357-58, 2 P.3d 738, 742-43 (2000).

If the County desires more restrictive scenic corridor standards—such as mandatory building orientation, view corridor preservation, or enhanced design controls, those requirements must be adopted through ordinance. Until codified, generalized comprehensive plan language cannot be applied in a manner that creates new approval criteria or defeats an application that otherwise complies with the Valley County Code.

Accordingly, because the proposed storage facility meets the adopted CUP standards, generalized comprehensive plan language concerning scenic protection cannot serve as an independent or overriding basis for denial.

## **VII. Consistent Application of Standards and Equal Protection Considerations**

The Applicant respectfully requests that the Board consider the importance of consistent application of County standards.

The Equal Protection Clause, as interpreted in *Village of Willow brook v. Olech*, 528 U.S. 562 (2000), recognizes that a property owner may raise a “class-of-one” claim where similarly situated applicants are treated differently without a rational basis.

There is an existing commercial storage facility directly across Highway 55 that is materially similar in use, scale, traffic generation, and environmental impact. That facility was not required to submit a traffic impact analysis and was not denied based on scenic orientation or aesthetic considerations. The denial of the application is a violation of the Applicant’s equal protection rights that are protected by the United States Constitution and the Idaho Constitution.

In addition, Idaho law prohibits arbitrary and capricious actions by zoning boards. *See* Idaho Code § 67-6535. Decisions on CUP applications must be based on express standards and criteria. In this case, the Commissioners failed to apply these standards consistently or to provide a reasoned explanation for differential treatment, rendering the denial arbitrary and capricious and violating § 67-6535. *See Veterans Park Neighborhood Ass'n, Inc. v. City of Boise*, 564 P.3d 350, 2025 WL 259177 (Idaho 2025)

Further, the Commission failed to provide a written reasoned statement before the Applicant was required to submit its instant appeal. Idaho Code § 67-6535 requires that the approval or denial of a CUP application be accompanied by a written, reasoned statement explaining the criteria and standards considered, the contested facts relied upon, and the rationale for the decision. The Valley County Planning and Zoning Commission failed to adequately explain why the CUP for the storage condominium was denied while a similar facility was approved. The Commission failed to adequately address the differences between these two storage facilities, at

least as of the date this appeal was submitted. If and when the required reasoned statement is provided to the Applicant, the Applicant must be allowed additional opportunity to address any such written decision from the Planning and Zoning Commission.

The Applicant does not challenge the County's discretion. However, where similarly situated projects are subject to materially different requirements, the County must articulate a legitimate, evidence-based distinction grounded in adopted standards.

The record does not identify such a distinction.

The Board's de novo review provides the opportunity to ensure uniform, principled, and legally defensible application of County regulations.

### **VIII. Request for Relief**

For the reasons set forth above, the Applicant respectfully requests that the Valley County Board of Commissioners:

1. Reverse the decision of the Planning and Zoning Commission;
2. Approve the Conditional Use Permit for Rocky Mountain Storage; and
3. Impose reasonable and uniformly applied conditions of approval as appropriate.

The record demonstrates compliance with CUP criteria. The denial was not supported by substantial evidence and relied on speculative environmental concerns and discretionary standards applied inconsistently.

Respectfully submitted,



Matthew C. Parks



Matthew C. Parks  
(208) 388-0106  
[MParks@ClarkWardle.com](mailto:MParks@ClarkWardle.com)

*Via email (cherrick@valleycountyid.gov)*

March 23, 2026

Board of County Commissioners  
Valley County Board of Commissioners  
Valley County, Idaho

**Re: Supplemental Submission in Support of Appeal – Denial of Conditional Use Permit (Rocky Mountain Storage), Application No. SUB25-019.  
CW#: 24450.1**

Dear Chair and Commissioners:

On behalf of Rocky Mountain Storage (the applicant), this letter is submitted for inclusion in the record as a supplement to the Applicant's written appeal dated February 23, 2026, regarding the Planning and Zoning Commission's denial of the Conditional Use Permit (CUP) application for the proposed commercial storage condominium facility along State Highway 55 (Application No. SUB25-019).

This supplemental submission addresses a distinct procedural defect: the Planning and Zoning Commission's failure to issue a written, reasoned decision as required by Idaho's Local Land Use Planning Act (LLUPA).

#### **Status of Written Decision (and Preservation of Objection)**

As of the date of the Applicant's February 23, 2026, appeal, the Planning and Zoning Commission had not provided the Applicant with the required written, reasoned statement accompanying its denial. Since that time, no written decision has been issued.

### **LLUPA Requires a Written, Reasoned Decision, and the Requirement Is Mandatory**

LLUPA requires that land use decisions approving or denying site-specific applications be accompanied by a written, reasoned statement identifying the applicable standards and criteria, the contested facts relied upon, and the rationale for the decision.

This is not a technicality. The written decision requirement is a mandatory component of Idaho land use procedure intended to ensure transparent, standards-based decision-making and to allow meaningful review on appeal.

Recent Idaho Supreme Court decisions have reinforced that a written reasoned statement is required and that the absence of an adequate written decision can be dispositive because it prevents meaningful appellate review and undermines fundamental fairness in the land use process.

In *Renaissance Project Development, LLC v. Twin Falls County*, the Idaho Supreme Court reaffirmed that a land use decision must include a “reasoned statement” explaining the basis for approval or denial. The Court explained that the written decision must (i) identify the applicable criteria, (ii) set forth the facts relied upon, and (iii) explain how those facts satisfy—or fail to satisfy—the governing standards. *Renaissance Project Dev. LLC v. Twin Falls Cty.* 173 Idaho 572, 545 P.3d 12 (2024).

Similarly, in *Veterans Park Neighborhood Association v. City of Boise*, the Court held that conclusory statements are insufficient under LLUPA. A governing body must articulate how the evidence in the record supports its decision; failure to do so renders the decision arbitrary and capricious. *Veterans Park Neighborhood Ass’n v. City of Boise*, 162 Idaho 485, 399 P.3d 1263 (2017).

The Court has continued to emphasize strict compliance with LLUPA’s procedural requirements in *Bracken v. City of Ketchum*, reiterating that land use decisions must be reduced to a final written form sufficient to permit judicial review. *Bracken v. City of Ketchum*, 172 Idaho 270, 531 P.3d 1199 (2023).

### **The Absence of a Written Decision Prejudices Meaningful Appellate Review of the Issues Raised in the Appeal**

The Applicant’s February 23, 2026, appeal identified specific grounds for reversal and requested de novo review, reversal of the denial, and approval of the CUP subject to reasonable conditions.

Those grounds include, among other things, the Commission’s stated concerns regarding scenic byway visibility and building orientation, traffic/ITD-related issues, and stormwater/environmental impacts.

Without a written, reasoned decision that clearly states (i) which adopted criteria were applied, (ii) what contested facts were found, and (iii) why the Commission concluded the criteria were not met, the Applicant and the Board are left to infer the basis for denial from an incomplete or ambiguous record. This impairs the Applicant’s ability to respond in a focused way and impairs the Board’s ability to conduct a principled review of the denial.

Accordingly, the procedural defect is not merely procedural—it directly affects the integrity of the appeal and the ability to evaluate the substantive issues already presented in the record.

Date: March 23, 2026

Page: 3

### **Requested Relief**

Because the written decision requirement is mandatory and foundational to meaningful review, the Applicant respectfully requests that the Board reverse the denial due to the Commission's failure to comply with mandatory written decision requirements and approve the CUP subject to reasonable and uniformly applied conditions as the Board deems appropriate.

In the alternative, if the Board determines reversal is not the appropriate remedy on this record, the Applicant requests that the Board remand the matter with instructions that the Commission issue a compliant written, reasoned decision, and that the Applicant be afforded a meaningful opportunity to respond before any further final action.

### **Integration with the February 23, 2026 Appeal Letter**

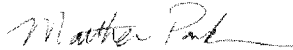
This supplemental submission is intended to be read together with, and to supplement (not replace), the Applicant's February 23, 2026, appeal letter.

The Applicant continues to request that the Board conduct its de novo review, reverse the denial, and approve the CUP subject to reasonable and uniformly applied conditions.

Thank you for including this supplemental submission in the record.

Respectfully submitted,

Sincerely,



Matthew C. Parks



## TECHNICAL MEMORANDUM

Date: January 8, 2026 Project #32570  
To: Dusty Bitton  
From: John Ringert P.E., Kittelson & Associates, Inc  
Project: Pearson Storage Partners  
Subject: Rocky Mountain Storage Turn Lane Evaluation



## INTRODUCTION

This memorandum summarizes the results of the turn lane evaluation performed at the intersection of State Highway (SH) 55 and the McCall School District / McCall Landing access in McCall, Idaho. This analysis was required by the Idaho Transportation Department (ITD) as part of their review of the proposed Rocky Mountain Storage facility which proposes to create shared access with the McCall School District. The following topics are addressed in this memorandum:

- Project description
- Existing traffic volumes
- Background traffic trip generation
- Trip generation and distribution for the proposed development
- Buildout year 2030 peak hour traffic volumes
- Turn lane warrant analysis
- Conclusions

## DESCRIPTION

Pearson Storage Partners is proposing to develop a storage condominium development on State Highway 55 (SH-55) south of McCall, Idaho. The proposed development includes approximately 105 storage condominiums on the east side of SH-55. Access from SH-55 to the development will be provided via the existing school district bus facility driveway which will be re-configured as the fourth leg to the private road on the west side of SH-55 that was recently built for the McCall Landing

development. Additionally, existing access from SH-55 to the property will be removed, thus resulting in a reduction of one access.

Figure 1 shows the site vicinity for the project and Figure 2 shows an aerial photo of the SH-55 / School District / McCall Landing intersection.



Figure 1. Rocky Mountain Storage Site Vicinity



Figure 2. Access Configuration

Figure 3 shows the proposed site plan for the development.

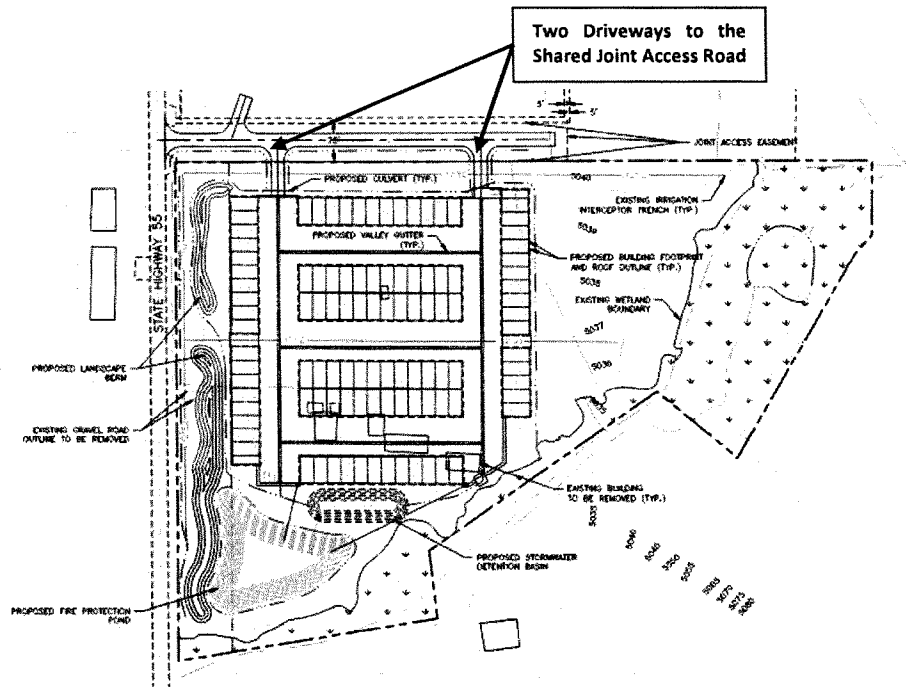


Table 1 shows the average PM peak hour (4:00-5:00 PM) 2024 traffic counts on SH-55 for November, May, and September

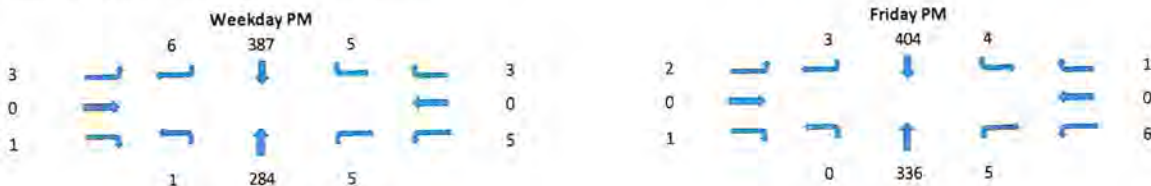
**Table 1. PM Peak Hour Traffic Volumes on SH-55 (ITD Paddy Flat ATR)**

Day of Week / Time of Year	Weekday Two-Way Traffic Volumes (4:00-5:00 PM)						Time of Year Factor
	Mon	Tues	Wed	Thurs	Fri	Average	
November 2024	456	486	482	429	528	476	Baseline
May 2024	488	535	524	565	638	550	1.15
September 2024	570	584	598	633	732	623	1.30
<b>Average Factor</b>							<b>1.23</b>

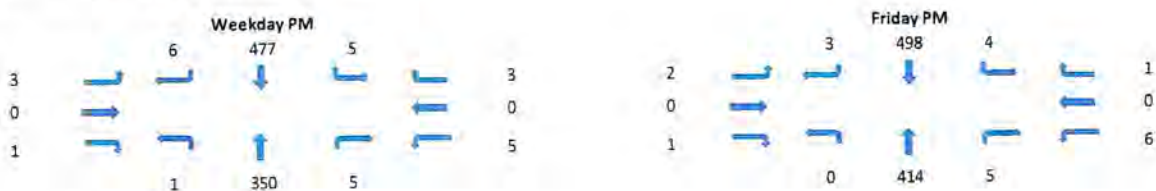
As shown in Table 1, the average factor between May and September versus November is approximately 1.23, indicating that the average PM peak hour volumes between May and September are approximately 23 percent higher than in November. *Attachment A contains the traffic counts summary sheets.*

Figure 4 shows the existing November 2025 traffic counts during the weekday PM peak hour and the Friday PM peak hour. Also shown in Figure 4 are the estimated 2025 May/September weekday PM peak hour traffic volumes.

**Existing November 2025 Traffic Volumes**



**Estimated May/September 2025 Traffic**



**Figure 4. Existing PM Peak Hour Traffic Volumes**

**BACKGROUND TRAFFIC TRIP GENERATION**

The year 2030 background conditions include background growth in traffic on SH-55 as well as traffic from background in-process developments that will add additional turning movement volumes to the study intersection.

## Background Growth

Based on our review of the historical growth in traffic volumes on SH-55 over the past ten years, a compounded growth rate of 3.3 percent per year was used to increase traffic volumes on SH-55 between 2025 and 2030. This results in approximately 18 percent traffic growth on SH-55 by 2030.

## Background In-Process Development

The second element to background growth is the effect of buildout of in-process developments within proximity to the proposed development that will add additional turning volumes to the new combined access intersection. The only approved development in the vicinity of the study intersection that has yet to be fully developed is the McCall Landing development. That development includes lots for residential homes as well as a lot (Lot 2), which includes an office and shop for Paradigm Homes and a storage facility for boats and recreational vehicles. A traffic impact study (TIS) was not completed for the development, so the trip generation was estimated for the development.

### *McCall Landing - Homesites*

Out of the total of 19 lots, one lot has structures built based on a review on Google Earth. Therefore, the ITE Trip Generation Manual 12th Edition (Reference 1) was utilized to estimate the trips from the remaining 18 residential lots in the McCall Landing Development. Table 2 shows the estimated background trips from the residential homes in the McCall Landing Development, including the trips to and from the development to the north and south on SH-55, assuming a distribution of approximately 80% of the trips to and from the McCall area to the north and 20% to and from the south.

Table 2. McCall Landing Residential Homes Estimated Trips

Land Use	ITE Land-Use Code	Number of Units	Daily Trips	Thursday/Friday PM Peak Hour		
				Total	In	Out
<i>Single Family Homes</i>	210	18	411	20	12	8
<b>Assignment of Remaining Additional Trips at Buildout</b>						
Preliminary Estimate of Trips - To/From the South				4	2	2
Preliminary Estimate of Trips - To/From the North				16	10	6

### *McCall Landing - Paradigm Homes Office & Boat Storage Facility*

Within McCall Landing, Paradigm Homes is developing an office/warehouse for their business and a boat/recreational vehicle storage facility. Based on information provided by Crestline Engineering, the office/shop for Paradigm Homes has been constructed and the boat storage/warehouse development has 3 of the 12 buildings completed. Therefore, 9 of the 12 boat storage buildings (approximately 75 percent) remain to be built. Table 3 shows estimated trip generation for the boat/recreational vehicle storage units, office, and warehouse uses in McCall Landing based on data information provided to ITD for that development as part of the access permitting process for McCall Landing. Also included in Table

3 are the trips to and from the development to the north and south on SH-55, assuming a distribution of approximately 80% of the trips to and from the McCall area to the north and 20% to and from the south.

**Table 3. McCall Landing Paradigm Homes & Boat Storage Development Estimated Trips**

Operational Element		Daily Trips	Thursday/Friday PM Peak Hour		
			Total	In	Out
<b>Office &amp; Shop (Completed)</b>					
Office/Warehouse Trips	Warehouse (Equipment Storage and Shop) (2 Employees) (ITE 150)	18	1	0	1
	Paradigm Homes Office (3 employees) (ITE 712)	24	3	1	2
<b>Sub-Total for Office/Warehouse (Built)</b>		<b>42</b>	<b>4</b>	<b>1</b>	<b>3</b>
<b>Boat / RV Storage Trips (25% Built)</b>					
Short-Term Boat/RV Storage Uses Daily/Weekend Use Trips (65% of Units – 55 Units)	Customer Arrival to Pick Up Boat/RV (19% on peak day before weekend) (8% on non-peak day midweek)	21	4	2	2
Long-Term Seasonal Boat/RV Storage Unit - Trips (35% of Units – 29 Units)	Customer Arrival to Pick Up Boat/RV (3% / peak day over 6 weeks) (1% / non-peak day over 6 weeks)	1	0	0	0
	Customer Exit with Boat/RV (3% / peak day over 6 weeks) (1% / non-peak day over 6 weeks)	1	1	0	1
<b>Sub-Total for Boat/RV Storage (Partially Built)</b>		<b>23</b>	<b>5</b>	<b>2</b>	<b>3</b>
<b>Built (25%)</b>		<b>(6)</b>	<b>(1)</b>	<b>0</b>	<b>(1)</b>
<b>Estimated Remaining Trips at Buildout (75%)</b>		<b>17</b>	<b>4</b>	<b>2</b>	<b>2</b>
<b>Assignment of Remaining Trips at Buildout</b>					
<b>Estimate of Trips - To/From the South</b>			<b>2</b>	<b>2</b>	<b>0</b>
<b>Estimate of Trips - To/From the North</b>			<b>2</b>	<b>0</b>	<b>2</b>

### TRIP GENERATION & DISTRIBUTION FOR THE PROPOSED DEVELOPMENT

The proposed “storage condo” development has units that average over 1,000 square feet, which are larger than the typical 100-150 square-foot units in most mini-storage developments. Therefore, using the number of storage units would not account for the increased square feet of the units while using the square footage would not account for the lower number of units. Table 4 shows a comparison of the square footage and unit trip estimates from the ITE Trip Generation Manual (Reference 1) to entry/exit data provided by the Pearson Storage Partners for a similar development with 40 storage units in McCall.

**Table 4. McCall Landing Residential Homes Estimated Trips**

Trip Generation Source	Size	Units	Rate	Daily Trips	PM Peak Rate	Estimated PM Peak Trips
ITE TG Manual 151 Mini Warehouse – Units	105	100's of Units	17.96	19	1.84	2
ITE TG Manual 151 Mini-Warehouse - Total SF	132850	1,000 SF	1.65	219	0.17	23
August Data From 40-unit Facility in McCall (Tues-Thurs)	105	Units	0.706	74	0.11	12
August Data From 40-unit Facility in McCall (Friday)	105	Units	0.739	78	0.09	10
SITE GENERATED TRIPS FOR ANALYSIS (Tues-Thursday)	105	Units	0.706	74	0.12	13 (6 in/7 out)
SITE GENERATED TRIPS FOR ANALYSIS (Friday)	105	Units	0.706	78	0.09	10 (5 in / 5 Out)

As shown in Table 4, the ITE Trip Generation Manual procedure estimates approximately 2 weekday PM peak hour trips based on the number of units and 23 weekday PM peak hour trips based on the square footage. Using the data from the 40-unit storage unit development in McCall, the estimated trips for the proposed 105 units are approximately 13 trips (6 in / 7out) for the weekday Tuesday-Thursday PM peak hour and 10 trips (5 in / 5 out) for the Friday PM peak hour. The trip estimates based on the McCall data are approximately halfway between the two estimates from the ITE Trip Generation Manual, which is reasonable since the units should generate more trips on a per-unit basis but less trips on a square footage basis as compared to the ITE Trip Generation Manual estimates. Therefore, based on discussions with ITD staff, the trip generation estimates based on the McCall data were used for the turn lane analysis.

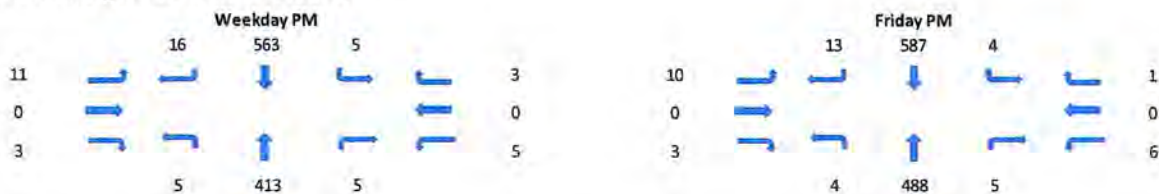
### Trip Distribution

The distribution of trips was based on a review of the existing traffic counts, and the location of the development with respect to the population in Valley County. Approximately 80% of the trips are assumed to be to and from the McCall area to the north and 20% are assumed to be to and from the south.

## 2030 PEAK HOUR TRAFFIC VOLUMES

Figure 5 shows the estimated 2030 background traffic volumes, site generated traffic volumes, and estimated 2030 total traffic volumes during the weekday PM peak hour and Friday PM peak hour.

### 2030 Background Traffic Volumes



### Site Generated Traffic Volumes



### Total 2030 Traffic Volumes

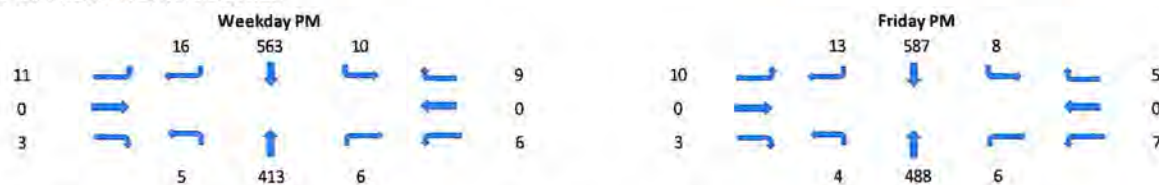


Figure 5. Estimated 2030 Background & 2030 Total Traffic Volumes

## TURN LANE WARRANT ANALYSIS

An analysis to determine the potential need for left-turn and right-turn lanes on SH-55 was performed for the site access intersection based on ITD turn lane analysis procedures. The turn lane analysis includes turn lanes that will serve the new reconfigured access on the east side of SH-55 as well as the turn lanes to serve the existing McCall Landing access on the west side of SH-55.

### Turn Lanes Serving the East Side of SH-55 (School District & Rocky Mountain Storage)

#### Northbound Right-Turn Lane Warrant Evaluation

For the evaluation of the northbound right-turn lane, the right-turn lane warrant procedure provided in the ITD Traffic Manual was used (Reference 2). Figure 6 shows the traffic volumes on the warrant graph.

Traffic Manual: Idaho Supplementary Guidance to the MUTCD

Page 73

Figure 3B-1. Right-Turn Lane Warrant

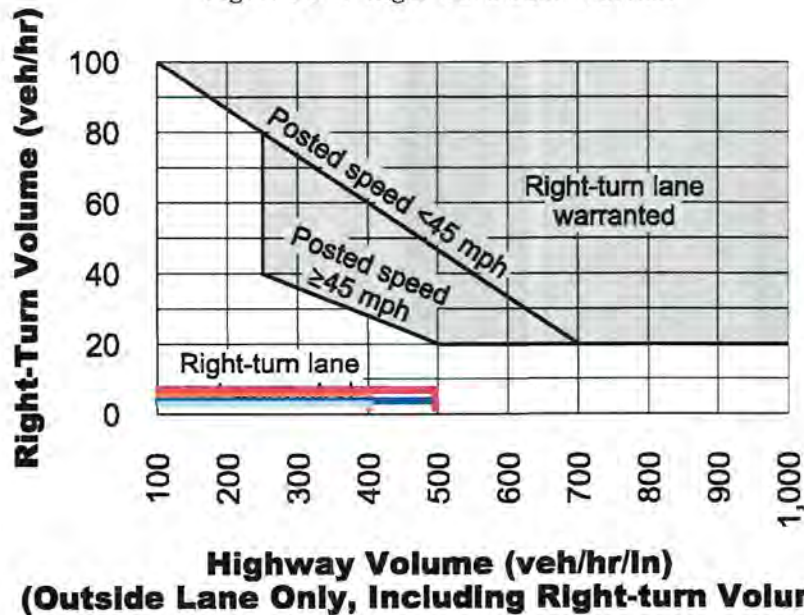
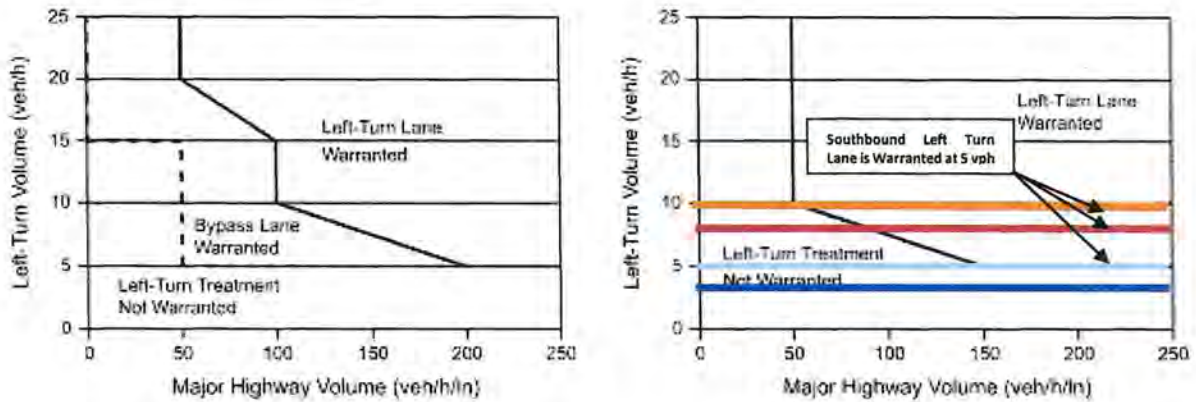


Figure 6. Rocky Mountain Storage / School District – Northbound Right-Turn Lane on SH-55

As shown in Figure 6, a northbound right-turn lane is not warranted based on the weekday and Friday PM peak hour traffic volumes.

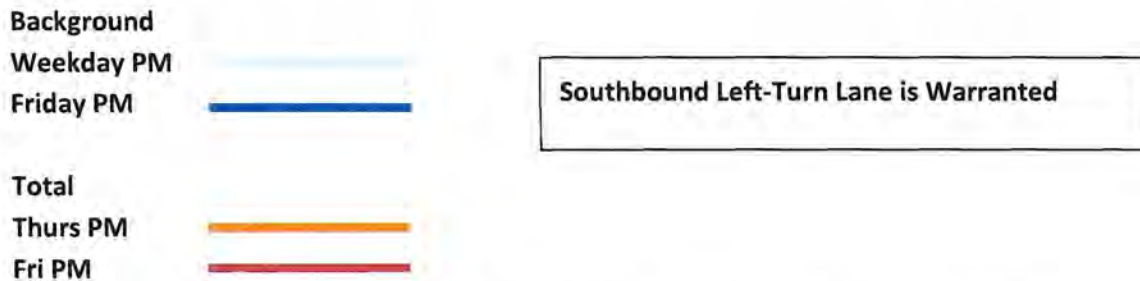
**Southbound Left-Turn Lane Warrant Evaluation**

For the evaluation of a southbound left-turn lane, the ITD Traffic Manual (Reference 2) requires the use of the warrant procedure recommended in the AASHTO A Policy on Geometric Design of Highways and Streets (Reference 3). That procedure was developed based on a benefit-cost evaluation that considered safety and operational improvements resulting from installation of left-turn lanes. The results of applying the warrants procedure are shown in Figure 7.



(a) Three-Leg Intersections

(b) Four-Leg Intersections



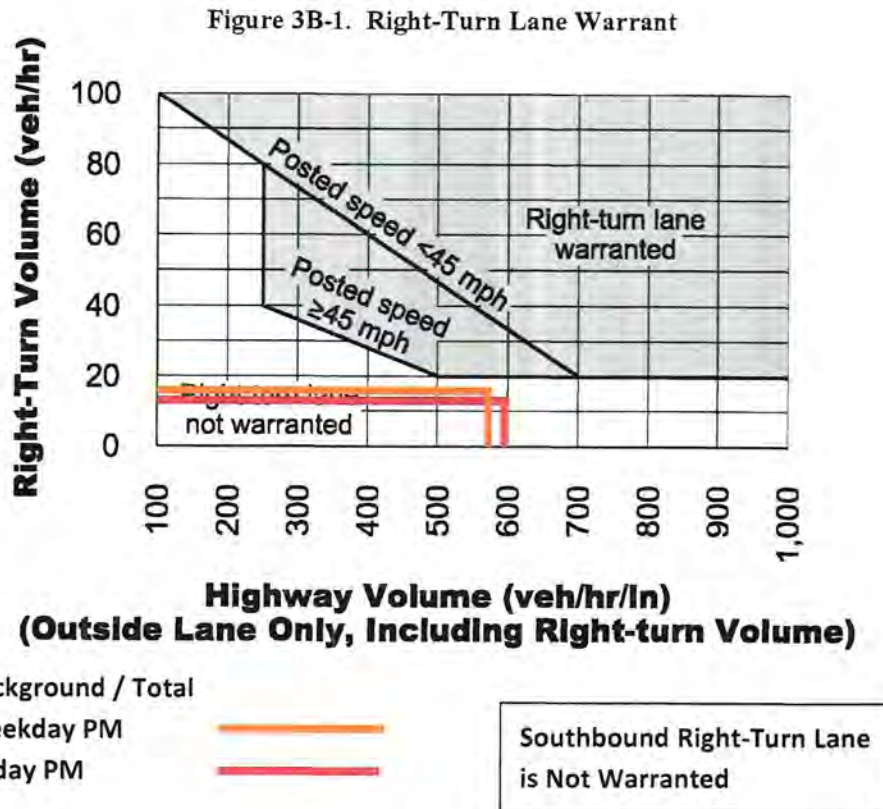
**Figure 7. Rocky Mountain Storage / School District – Southbound Left-Turn Lane on SH-55**

As shown in Figure 7, a southbound left-turn lane is warranted under 2030 background weekday PM peak hour conditions and 2030 total weekday and Friday PM peak hour conditions.

Turn Lanes Serving the West Side of SH-55 (McCall Landing)

*Southbound Right-Turn Lane Warrant Evaluation*

The evaluation of the southbound right-turn lane in to the McCall Landing access is shown in Figure 8.

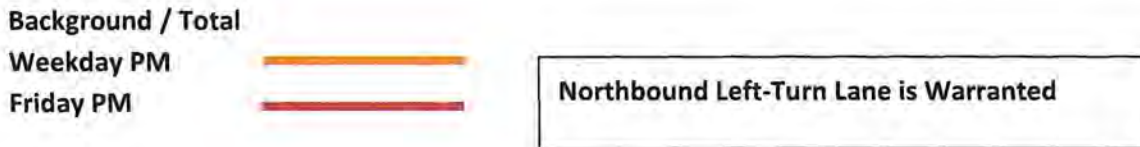
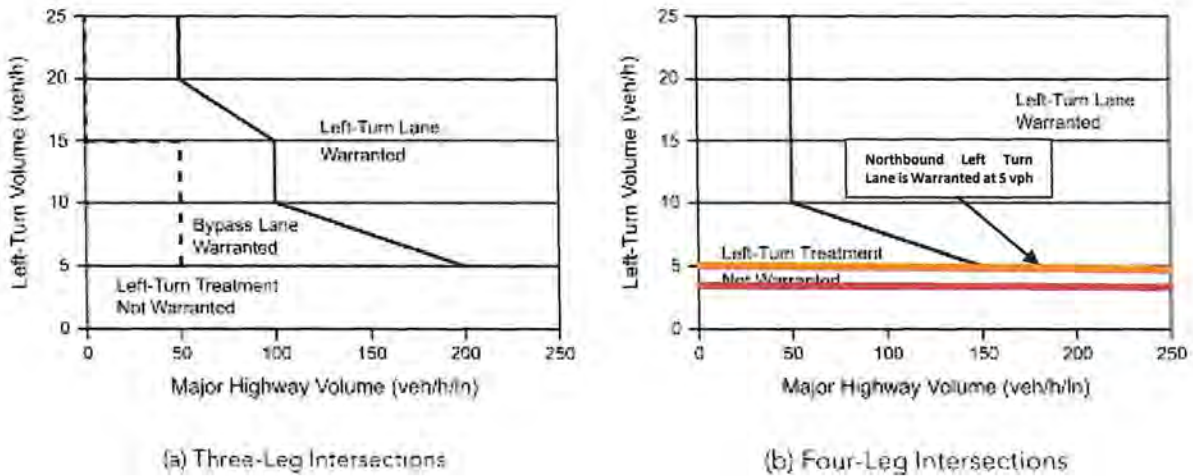


**Figure 8. McCall Landing - Southbound Right-Turn Lane on SH-55**

As shown in Figure 8, a right-turn lane is not warranted based on the weekday and Friday PM peak hour traffic volumes.

**Northbound Left-Turn Lane Warrant Evaluation**

The results of applying the warrant procedure to the northbound left-turn into the McCall Landing access are shown in Figure 9.



**Figure 9. McCall Landing – Northbound Left-Turn Lane on SH-55**

As shown in Figure 9, a northbound left-turn lane is warranted under 2030 background and 2030 total weekday PM peak hour conditions, meeting the 5 vehicle per hour minimum warrant level.

**Summary of Turn Lane Warrant Analysis**

The turn lane analysis identified that northbound and southbound left-turn lanes are warranted in 2030 background weekday PM peak hour conditions without the proposed Rocky Mountain Storage development. With the Rocky Mountain Storage development, the southbound left-turn lane is also warranted during total Friday PM peak hour traffic conditions. The highest estimated volume for the northbound left-turn movement is 5 vehicles per hour and the highest estimated volume for the southbound left-turn movement is 10 vehicles per hour in the 2030 total weekday PM peak hour. Those volumes equate to an average of approximately one vehicle every 12 minutes and 6 minutes for the northbound and southbound left-turn movements, respectively.

While the northbound and southbound left-turn lane warrants are met, the warrant procedure is based on a benefit-cost procedure that is generalized for a typical intersection. Therefore, meeting the warrants does not indicate whether a turn lane is necessary for a specific location. The following should be considered when evaluating the need for a southbound left-turn turn lane at the SH-55 / School District / McCall Landing intersection:

- **Safety and Operational benefits of Combining Accesses:** While combining the proposed development access with the existing school district property access increases the turning movement volumes at the new combined access, decreasing the access on SH-55 also improves safety and operations due to a reduction in conflicts. The TRB Access Management Manual (Reference 4) identifies that, as access density increases, crash rates increase. Additionally, the Access Management Manual identifies a 0.25 mph reduction in free flow speed per access point.
- **The Warrant Procedures Provide Guidance:** The AASHTO warrant procedure includes the following statement:

*“The volume-based guidelines or warrants presented below indicate situations where a left-turn lane may be desirable, not necessary situations where a left-turn lane is definitely needed.”*

- **Intersection Sight Distance is not Restricted for Approaching Vehicles.** There are no significant horizontal or vertical curves that would affect an approaching vehicle from seeing a northbound or southbound left-turning vehicle. Figure 6 shows photos from the existing School District access looking north and south.
- **The Benefit-Cost Procedure is Not Specific to the Intersection:** Right-of-way is limited such that widening the rural section with ditches to accommodate a turn lane may not be possible without acquiring right-of-way which the project does not control or the ability to condemn. The AASHTO warrant procedure includes the following statement:



**Figure 6. Photo from Existing School District Access Looking North (Top) and South (Bottom)**

*"In addition, to using the guidance in the previous tables and figures, site-specific conditions need to be evaluated to determine the economic feasibility of adding a turn lane."*

Therefore, while northbound and southbound left-turns lane are desirable at the combined access intersection installing turn lanes may not be necessary or cost-effective because creating a single combined intersection will have a long-term positive impact on safety and operations along the corridor, SH-55 is relatively flat with acceptable sight distance for approaching vehicles, and construction of turn lane would likely require obtaining right-of-way from other property owners that could be very difficult and expensive without the condemnation capability of ITD.

In addition to the considerations discussed above, the buses that currently utilize the southbound left-turn at the existing School District access have commercial vehicle drivers and the buses are generally empty after dropping off students. In general, the bus drivers should be better trained and more accustomed to navigating the intersection than other drivers.

## CONCLUSIONS

Based on this turn lane analysis, the following can be concluded:

- The turn lane warrant analysis identified that northbound and southbound left-turn lanes are warranted in the 2030 background traffic conditions in the weekday PM peak hour.
- The proposed development is estimated to generate approximately 13 trips (6 in / 7 out) during the weekday (Tuesday-Thursday) PM peak hour and approximately 10 trips (5 in / 5 out) during the Friday PM peak hour.
- With the site-generated trips, the southbound left-turn lane is also warranted in the 2030 total traffic conditions Friday PM peak hour.
- The site-generated trips only impact the traffic volumes and turn lane warrants for the northbound right-turn and southbound left-turn movements.
- While northbound and southbound left-turn lanes are desirable at the combined access intersection the following should be considered:
  - Creating a single combined intersection will have a long-term positive impact on safety and operations along the corridor.
  - The section of SH-55 in the vicinity of access is relatively flat with acceptable sight distance for approaching vehicles.
  - Construction of left-turn lanes would likely require obtaining right-of-way from other property owners, which could be difficult and expensive.

I trust that the information provided herein adequately addresses the turn lane evaluation associated with the Rock Mountain Storage development. Please let me know if you have any questions or comments.

## REFERENCES

1. Institute of Transportation Engineers, Trip Generation Manual, 12th Edition, 2025.
2. Idaho Department of Transportation, Traffic Manual: Idaho Supplementary Guidance to the MUTCD, April 2020.
3. American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 7<sup>th</sup> Edition, 2018.
4. Transportation Research Board, *Access Management Manual*, Second Edition 2014.

## ATTACHMENTS

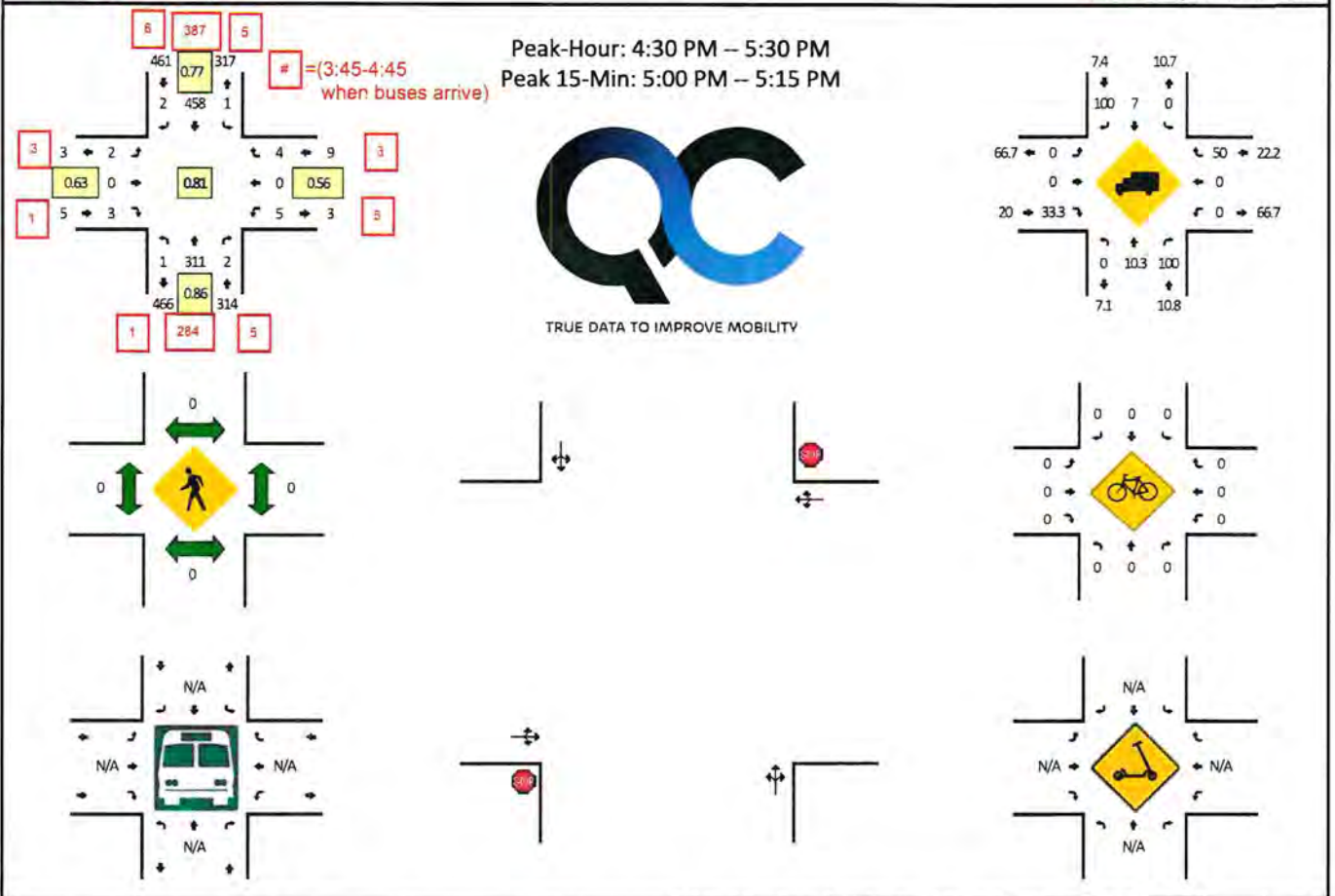
Attachment A: Traffic Counts

Attachment B: Trip Generation Data

**Attachment A Traffic Count Data**

LOCATION: Idaho 55 -- McCall Bus Barn Dwy/McCall Landing Dwy  
 CITY/STATE: McCall, ID

QC JOB #: 17340101  
 DATE: Thu, Nov 13 2025

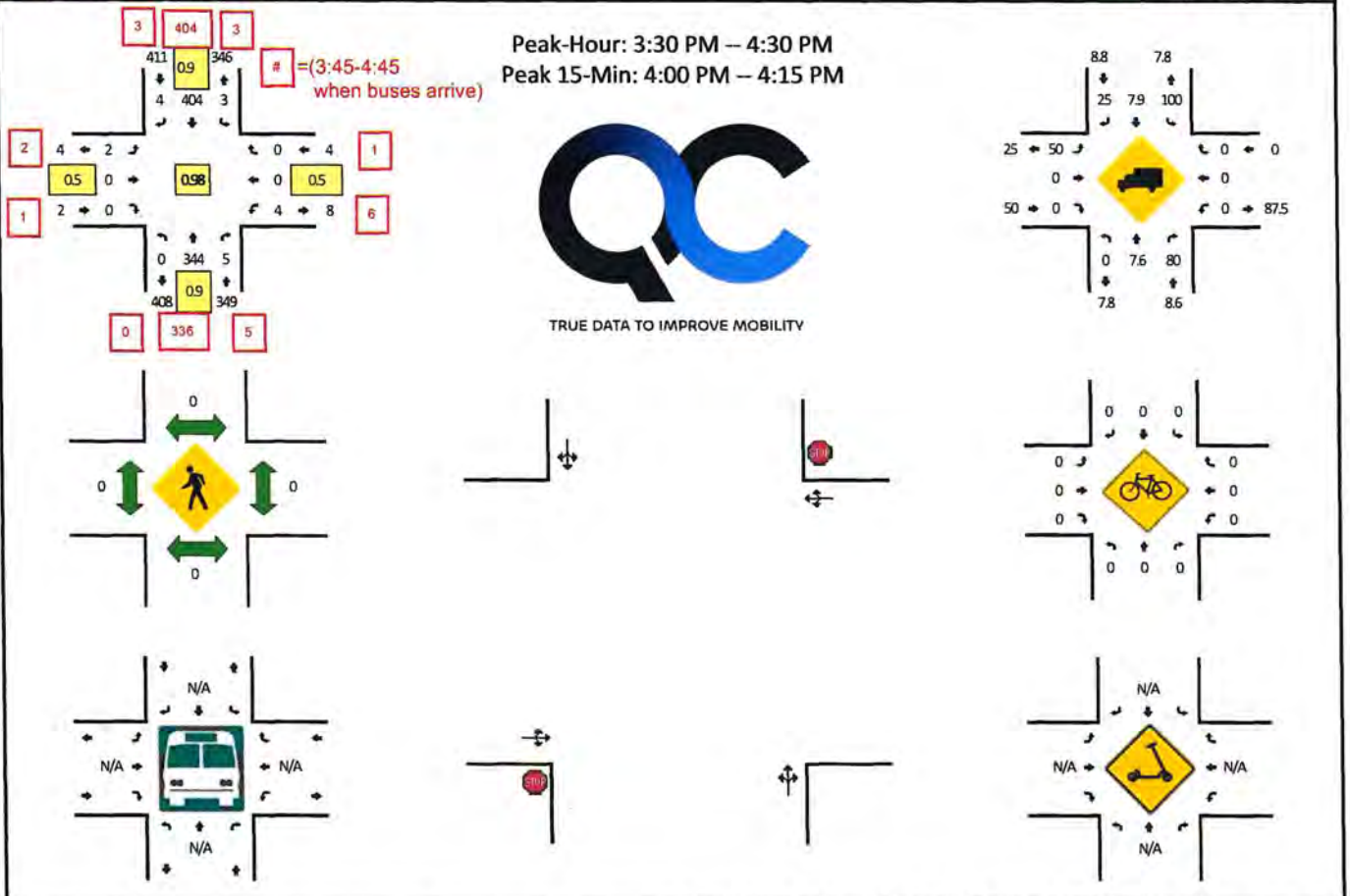


15-Min Count Period Beginning At	Idaho 55 (Northbound)				Idaho 55 (Southbound)				McCall Bus Barn Dwy/McCall Landing Dwy (Eastbound)				McCall Bus Barn Dwy/McCall Landing Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	69	0	0	0	116	0	0	0	0	0	0	0	0	0	0	185	
3:45 PM	0	82	1	0	2	91	2	0	2	0	0	0	1	0	0	0	181	
4:00 PM	0	67	2	0	1	98	0	0	0	0	0	0	2	0	0	0	170	
4:15 PM	0	65	1	0	2	105	2	0	0	0	0	0	2	0	1	0	178	714
4:30 PM	0	70	1	0	0	93	2	0	1	0	1	0	0	0	2	0	170	699
4:45 PM	1	77	1	0	1	90	0	0	1	0	1	0	3	0	1	0	176	694
5:00 PM	0	91	0	0	0	149	0	0	0	0	1	0	2	0	1	0	244	768
5:15 PM	0	73	0	0	0	126	0	0	0	0	0	0	0	0	0	0	199	789
5:30 PM	0	57	0	0	0	78	0	0	0	0	0	0	0	0	0	0	135	754
5:45 PM	0	65	0	0	0	72	1	0	0	0	0	0	0	0	0	0	138	716
6:00 PM	0	44	0	0	0	37	0	0	0	0	2	0	0	0	0	0	83	555
6:15 PM	0	50	0	0	0	35	0	0	0	0	0	0	0	0	0	0	85	441
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	364	0	0	0	596	0	0	0	0	4	0	8	0	4	0	976	
Heavy Trucks	0	52	0	0	0	44	0	0	0	0	0	0	0	0	4	0	100	
Buses																	0	
Pedestrians																	0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																	0	

Comments:

LOCATION: Idaho 55 -- McCall Bus Barn Dwy/McCall Landing Dwy  
 CITY/STATE: McCall, ID

QC JOB #: 17340102  
 DATE: Fri, Nov 14 2025



15-Min Count Period Beginning At	Idaho 55 (Northbound)				Idaho 55 (Southbound)				McCall Bus Barn Dwy/McCall Landing Dwy (Eastbound)				McCall Bus Barn Dwy/McCall Landing Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	81	1	0	0	99	1	0	0	0	0	0	0	0	0	0	182	
3:45 PM	0	97	0	0	1	92	0	0	1	0	0	0	1	0	0	0	192	
4:00 PM	0	79	2	0	2	112	0	0	0	0	0	0	1	0	0	0	196	
4:15 PM	0	87	2	0	0	101	3	0	1	0	0	0	2	0	0	0	196	766
4:30 PM	0	73	1	0	1	99	0	0	0	0	1	0	2	0	1	0	178	762
4:45 PM	0	79	1	0	0	95	0	0	0	0	0	0	1	0	1	0	177	747
5:00 PM	1	69	0	0	0	106	0	0	0	0	1	0	3	0	0	0	180	731
5:15 PM	0	84	0	0	1	91	0	0	0	0	0	0	0	0	0	0	176	711
5:30 PM	0	74	0	0	0	82	0	0	0	0	0	0	0	0	0	0	156	689
5:45 PM	0	72	0	0	0	65	0	0	0	0	0	0	0	0	0	0	137	649
6:00 PM	0	60	0	0	0	77	0	0	0	0	0	0	0	0	0	0	137	606
6:15 PM	0	66	0	0	0	54	0	0	0	0	0	0	0	0	0	0	120	550
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	316	8	0	8	448	0	0	0	0	0	0	4	0	0	0	784	
Heavy Trucks	0	28	4	0	8	44	0	0	0	0	0	0	0	0	0	0	84	
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Scoters	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Comments:

# Idaho Transportation Department

## Monthly Hourly Day of Week Summary for November 2024

Site name: 00243  
 County: Valley  
 Fund Class: R Principal Arterial Other  
 Location: SH 55 370 Ft. N of Paddy Flat Rd

Seasonal Factor Grp: 7  
 Daily Factor Grp: 4  
 Axle Factor Grp: 3  
 Growth Factor Grp: 2

	SUN			MON			TUE			WED			THU			FRI			SAT		
	Road	N	S	Road	N	S	Road	N	S	Road	N	S	Road	N	S	Road	N	S	Road	N	S
00:00	18	7	12	11	7	4	9	5	4	13	8	5	16	8	8	16	7	8	19	10	9
01:00	11	7	4	7	4	3	5	2	3	7	4	3	9	4	5	10	5	5	13	7	6
02:00	5	3	2	5	3	3	5	4	1	7	5	2	5	3	2	7	4	3	7	3	4
03:00	5	2	2	12	8	4	9	8	2	13	8	5	11	8	3	13	10	3	9	5	3
04:00	7	3	5	23	15	8	20	13	7	14	8	6	17	9	8	18	12	6	10	5	4
05:00	23	11	12	53	32	21	51	30	21	52	32	22	47	30	17	48	32	16	30	19	11
06:00	42	24	18	149	103	46	168	125	43	180	131	49	151	109	42	140	99	41	65	42	22
07:00	73	37	36	385	259	126	422	286	136	419	276	143	338	233	105	343	227	116	122	67	54
08:00	163	89	74	412	220	192	381	200	181	393	220	173	349	189	160	344	183	161	187	97	91
09:00	271	123	148	359	196	163	361	193	168	345	180	165	307	164	143	341	186	155	282	148	134
10:00	328	142	186	381	201	180	399	214	185	372	199	172	352	179	173	391	200	191	351	175	176
11:00	391	180	211	398	201	197	394	199	195	382	189	193	351	176	175	423	216	208	413	221	192
12:00	412	149	263	398	190	208	409	196	213	416	196	221	365	170	195	447	223	224	430	226	204
13:00	398	159	239	385	176	209	386	178	208	428	202	227	368	180	189	474	231	244	414	202	212
14:00	373	145	227	424	202	223	429	195	234	436	205	231	394	199	206	500	242	258	436	207	229
15:00	370	151	219	440	202	239	469	210	259	493	227	266	396	177	219	546	262	283	407	178	229
16:00	322	137	185	456	209	247	486	219	267	482	218	264	429	200	229	528	258	270	362	171	191
17:00	246	122	124	422	162	260	467	177	290	450	187	263	417	172	245	486	249	238	316	142	174
18:00	161	71	90	238	107	132	267	122	146	268	119	149	264	122	142	347	197	150	223	105	118
19:00	123	62	61	125	59	66	152	71	80	140	61	79	167	88	79	193	110	83	149	77	73
20:00	74	39	35	92	42	50	114	51	63	117	58	60	125	64	61	142	87	55	111	52	58
21:00	53	32	21	55	30	25	60	30	30	77	32	45	77	42	35	111	60	51	101	50	51
22:00	24	12	13	37	14	23	36	15	21	42	19	23	50	27	28	62	29	33	56	30	26
23:00	13	7	6	20	9	10	20	10	10	25	12	13	24	12	12	35	15	20	31	15	17
MADW	3,908	1,716	2,193	5,285	2,648	2,638	5,515	2,750	2,765	5,569	2,792	2,776	5,027	2,548	2,479	5,968	3,143	2,825	4,544	2,254	2,290
N Days	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	5	5	5	5	5	5

# Idaho Transportation Department

## Monthly Hourly Day of Week Summary for May 2024

Site names: 00243  
 County: Valley  
 Funct Class: R Principal Arterial - Other  
 Location: SH-55 370 Ft. N of Paddy Flat Rd

Seasonal Factor Grp: 7  
 Daily Factor Grp: 4  
 Axle Factor Grp: 8  
 Growth Factor Grp: 2

	SUN			MON			TUE			WED			THU			FRI			SAT		
	Road	N	S	Road	N	S	Road	N	S	Road	N	S	Road	N	S	Road	N	S	Road	N	S
00:00	3D	16	14	16	8	8	11	7	5	16	10	6	14	7	6	21	13	9	38	18	20
01:00	16	7	9	10	8	2	7	4	3	6	5	2	10	5	5	13	7	6	27	9	17
02:00	8	4	4	7	3	4	7	4	3	7	3	4	5	3	2	9	5	5	16	8	8
03:00	9	4	5	7	3	4	11	8	3	6	5	1	12	9	3	12	7	5	15	6	9
04:00	6	2	4	18	10	9	19	10	9	19	12	7	20	13	7	22	16	7	13	6	7
05:00	16	8	9	49	29	19	65	40	25	63	38	25	65	37	28	50	36	14	28	18	10
06:00	52	30	21	174	117	57	217	153	64	220	155	65	253	170	83	199	142	57	77	44	33
07:00	96	44	52	386	264	121	504	324	180	481	321	160	476	312	164	440	295	145	144	67	77
08:00	172	86	86	390	214	175	448	239	210	420	225	195	433	231	201	423	233	189	242	119	122
09:00	279	132	147	404	207	197	430	222	208	410	223	187	398	219	180	421	229	193	313	166	147
10:00	406	193	214	468	232	236	441	238	203	413	227	186	421	232	190	466	250	215	402	229	173
11:00	513	261	252	490	250	240	460	251	209	452	245	208	455	243	212	544	299	245	430	246	184
12:00	505	243	262	492	248	244	485	243	242	461	241	220	480	242	238	569	290	279	478	271	207
13:00	520	229	291	491	228	263	467	228	239	451	204	246	479	225	253	563	284	279	502	251	251
14:00	474	199	275	470	207	263	482	221	261	481	229	252	537	250	287	569	264	304	454	227	227
15:00	463	183	279	503	213	291	533	234	299	494	225	270	566	265	302	667	308	360	441	217	224
16:00	406	176	230	488	210	278	535	236	300	524	239	285	565	270	295	638	321	316	425	208	217
17:00	372	161	211	482	182	300	543	209	334	518	207	311	553	236	318	608	295	313	395	190	205
18:00	262	117	145	313	121	193	351	150	202	334	149	185	387	178	209	434	232	201	283	128	155
19:00	212	95	117	189	73	117	229	97	132	229	99	130	280	128	151	322	187	135	222	103	119
20:00	171	86	85	137	59	78	164	72	92	173	77	96	226	107	119	253	148	105	177	94	83
21:00	109	53	55	86	36	50	96	47	49	109	49	60	122	55	67	182	103	79	142	75	67
22:00	66	33	33	50	21	29	54	25	29	53	26	27	70	34	35	111	54	57	86	42	44
23:00	33	17	16	22	11	11	31	15	15	32	16	16	36	18	17	62	33	29	54	25	29
MAIW	5,194	2,378	2,816	6,139	2,951	3,188	6,588	3,273	3,315	6,372	3,227	3,144	6,862	3,490	3,372	7,598	4,050	3,548	5,402	2,766	2,636
N Days	4	4	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5	5	3	3	3



**Attachment B Trip Generation Data**

**PM PEAK HOUR TRIPS (IN+OUT TOTAL FOR HIGHEST HOUR 3PM-6PM)**

		Tues-Thurs				9-Aug Avg Weekday T-TH		Units	Future Units	Estimated Trips	
Aug 6-9th (Mon-Fri)	138	5-Aug	6-Aug	7-Aug	8-Aug	3	8.3	40	105	21.875	
Avg/Day PM Peak Hour	27.6	2	10	7	8						
Aug 12-16th (Mon-Fri)	159	12-Aug	13-Aug	14-Aug	15-Aug	16-Aug	Avg Weekday T-TH	Units	Future Units	Estimated Trips	
	31.8	0	7	6	1	0	4.7	40	105	12.25	
Aug 19-23th (Mon-Fri)	119	19-Aug	20-Aug	21-Aug	22-Aug	23-Aug	Avg Weekday T-TH	Units	Future Units	Estimated Trips	
	23.8	3	3	3	3	2	3.0	40	105	7.875	
Aug 26-30th (Mon-Fri)	153	26-Aug	27-Aug	28-Aug	29-Aug	30-Aug	Avg Weekday T-TH	Units	Future Units	Estimated Trips	
	30.6	3	3	3	2	9	2.7	40	105	7	
Estimate for Proposed											
Units	40	Rate	105 Units								
Average Mon-Fri PM	3.9	0.100	11								
Average Tues-Thurs PM	4.7	0.120	13		Compares to Typical ITE Weekday PM						
Average Friday Only PM	3.500	0.090	10								
					Trips	Days	Units	Rate			
					Daily	367	13	40	0.706		

**PM Peak  
Hourly Totals**

<b>Date</b>	<b>Time</b>	<b>DeviceName</b>	<b>Type</b>
8/31/2024	14:55:01	north gate	VIP Card Found
8/31/2024	14:48:36	north gate	VIP Card Found
8/31/2024	14:48:35	north gate	VIP Card Found
8/31/2024	14:42:56	north gate	Card Found
8/31/2024	13:53:10	west gate	Card Found
8/31/2024	13:50:55	north gate	Card Found
8/31/2024	13:42:15	north gate	Card Found
8/31/2024	13:16:07	west gate	Card Found
8/31/2024	12:54:17	north gate	Card Found
8/31/2024	12:48:04	west gate	Card Found
8/31/2024	12:43:05	north gate	Card Found
8/31/2024	12:26:44	west gate	VIP Card Found
8/31/2024	12:23:42	north gate	VIP Card Found
8/31/2024	10:41:01	west gate	VIP Card Found
8/31/2024	10:30:40	north gate	VIP Card Found
8/31/2024	10:06:18	west gate	Card Found
8/31/2024	10:04:33	west gate	Card Found
8/31/2024	9:58:57	north gate	Card Found
8/31/2024	9:58:56	north gate	Card Found
8/31/2024	9:58:55	north gate	Card Found
8/31/2024	9:46:17	north gate	Card Found
8/31/2024	9:46:16	north gate	Card Found
8/31/2024	9:46:14	north gate	Card Found
8/31/2024	8:18:58	west gate	Card Found
8/31/2024	8:13:12	north gate	Card Found
8/31/2024	8:13:10	north gate	Card Found
8/31/2024	6:53:11	west gate	VIP Card Found
8/31/2024	6:53:10	west gate	VIP Card Found
8/31/2024	6:48:08	north gate	VIP Card Found
8/30/2024	18:47:25	west gate	Card Found
8/30/2024	18:14:25	north gate	Card Found
8/30/2024	18:14:22	north gate	Card Found
<b>8/30/2024</b>	<b>16:42:25</b>	<b>north gate</b>	<b>Card Found</b>
<b>8/30/2024</b>	<b>16:42:24</b>	<b>north gate</b>	<b>Card Found</b>
<b>8/30/2024</b>	<b>16:42:22</b>	<b>north gate</b>	<b>Card Found</b>
<b>8/30/2024</b>	<b>16:38:36</b>	<b>west gate</b>	<b>Card Found</b>

<b>8/30/2024</b>	<b>16:21:40 north gate</b>	<b>Card Found</b>
<b>8/30/2024</b>	<b>16:21:39 north gate</b>	<b>Card Found</b>
<b>8/30/2024</b>	<b>16:21:38 north gate</b>	<b>Card Found</b>
<b>8/30/2024</b>	<b>16:15:45 north gate</b>	<b>Card Found</b>
8/30/2024	16:15:44 north gate	Card Found
8/30/2024	14:09:23 west gate	Card Found
8/30/2024	14:03:46 north gate	Card Found
8/30/2024	12:47:16 north gate	VIP Card Found
8/30/2024	12:45:09 north gate	VIP Card Found
8/30/2024	11:37:12 west gate	VIP Card Found
8/30/2024	11:35:54 north gate	VIP Card Found
8/30/2024	11:31:07 north gate	VIP Card Found
8/30/2024	11:31:04 north gate	VIP Card Found
8/30/2024	10:13:51 north gate	Card Found
8/30/2024	10:03:57 north gate	Card Found
8/30/2024	10:00:17 north gate	Card Found
8/30/2024	9:55:30 north gate	Card Found
8/30/2024	9:41:07 north gate	Card Found
8/30/2024	9:34:16 west gate	Card Found
8/30/2024	9:00:19 west gate	Card Found
8/30/2024	8:58:49 north gate	Card Found
8/30/2024	6:55:33 north gate	Card Found
8/30/2024	6:25:28 west gate	VIP Card Found
8/30/2024	6:25:27 west gate	VIP Card Found
8/30/2024	6:18:38 west gate	Card Found
8/30/2024	6:17:38 west gate	Card Found
8/30/2024	6:16:28 west gate	Card Found
8/30/2024	6:01:55 west gate	Card Found
8/30/2024	5:54:52 north gate	Card Found
8/30/2024	5:45:41 north gate	Card Found
8/30/2024	5:29:01 north gate	Card Found
8/30/2024	5:15:58 north gate	VIP Card Found
8/30/2024	5:15:57 north gate	VIP Card Found
8/30/2024	4:46:08 north gate	Card Found
<b>8/29/2024</b>	<b>17:00:55 west gate</b>	<b>VIP Card Found</b>
<b>8/29/2024</b>	<b>17:00:54 west gate</b>	<b>VIP Card Found</b>
8/29/2024	16:53:51 north gate	Card Found
8/29/2024	14:03:32 west gate	Card Found
8/29/2024	14:01:07 north gate	Card Found

8/29/2024	13:58:37 north gate	VIP Card Found
8/29/2024	13:58:36 north gate	VIP Card Found
8/29/2024	13:49:05 north gate	Card Found
8/29/2024	12:40:09 west gate	Card Found
8/29/2024	11:56:32 north gate	Card Found
8/29/2024	11:44:31 west gate	Card Found
8/29/2024	11:30:49 north gate	Card Found
8/29/2024	11:19:16 west gate	Card Found
8/29/2024	11:08:28 north gate	Card Found
8/29/2024	11:08:27 north gate	Card Found
8/29/2024	10:39:16 west gate	Card Found
8/29/2024	10:32:29 north gate	Card Found
8/29/2024	10:01:03 west gate	Card Found
8/29/2024	9:48:14 north gate	Card Found
8/29/2024	9:19:35 west gate	Card Found
8/29/2024	9:10:27 north gate	Card Found
8/29/2024	9:10:26 north gate	Card Found
8/29/2024	9:10:25 north gate	Card Found
8/29/2024	7:44:49 west gate	Card Found
8/29/2024	7:06:20 north gate	Card Found
8/28/2024	18:30:38 west gate	Card Found
8/28/2024	18:23:17 north gate	Card Found
8/28/2024	18:01:36 west gate	Card Found
8/28/2024	17:45:22 north gate	Card Found
<b>8/28/2024</b>	<b>16:42:31 west gate</b>	<b>Card Found</b>
<b>8/28/2024</b>	<b>16:31:39 north gate</b>	<b>Card Found</b>
<b>8/28/2024</b>	<b>16:31:38 north gate</b>	<b>Card Found</b>
8/28/2024	15:49:35 west gate	Card Found
8/28/2024	15:49:34 west gate	Card Found
8/28/2024	15:22:16 north gate	Card Found
8/28/2024	15:22:15 north gate	Card Found
8/28/2024	15:22:13 north gate	Card Found
8/28/2024	15:13:36 north gate	Card Found
8/28/2024	15:13:18 north gate	Card Found
8/28/2024	15:10:56 north gate	Card Found
8/28/2024	13:33:54 north gate	Card Found
8/28/2024	13:29:40 north gate	Card Found
8/28/2024	10:30:24 west gate	Card Found
8/28/2024	10:20:54 north gate	Card Found

8/28/2024	10:17:38 west gate	Card Found	
8/28/2024	10:12:00 north gate	Card Found	
8/28/2024	8:13:36 west gate	Card Found	
8/28/2024	8:13:35 west gate	Card Found	
8/28/2024	8:06:21 north gate	Card Found	
8/28/2024	8:06:20 north gate	Card Found	
8/28/2024	8:06:18 north gate	Card Found	
<b>8/27/2024</b>	<b>16:39:09 north gate</b>	<b>Card Found</b>	<b>3</b>
<b>8/27/2024</b>	<b>16:18:10 north gate</b>	<b>Card Found</b>	
<b>8/27/2024</b>	<b>16:18:09 north gate</b>	<b>Card Found</b>	
8/27/2024	14:55:00 west gate	Card Found	
8/27/2024	14:20:56 north gate	Card Found	
8/27/2024	13:49:16 north gate	Card Found	
8/27/2024	13:46:00 west gate	Card Found	
8/27/2024	13:45:33 north gate	Card Found	
8/27/2024	13:38:10 north gate	Card Found	
8/27/2024	13:28:34 west gate	Card Found	
8/27/2024	13:20:41 north gate	Card Found	
8/27/2024	13:17:18 north gate	Card Found	
8/27/2024	12:39:00 west gate	VIP Card Found	
8/27/2024	12:38:09 west gate	Card Found	
8/27/2024	12:34:22 north gate	Card Found	
8/27/2024	12:27:05 north gate	Card Found	
8/27/2024	12:20:26 north gate	Card Found	
8/27/2024	12:07:31 north gate	Card Found	
8/27/2024	12:00:21 north gate	Card Found	
8/27/2024	12:00:20 north gate	Card Found	
8/27/2024	11:53:49 north gate	Card Found	
8/27/2024	11:44:03 north gate	Card Found	
8/27/2024	10:17:16 west gate	Card Found	
8/27/2024	9:57:56 north gate	Card Found	
8/27/2024	9:26:39 north gate	Card Found	
8/27/2024	9:07:16 west gate	Card Found	
8/27/2024	8:53:47 north gate	Card Found	
8/27/2024	8:18:08 west gate	Card Found	
8/27/2024	8:15:25 north gate	Card Found	
8/26/2024	18:08:17 west gate	Card Found	
<b>8/26/2024</b>	<b>17:16:27 west gate</b>	<b>Card Found</b>	<b>3</b>
<b>8/26/2024</b>	<b>17:12:39 north gate</b>	<b>Card Found</b>	

<b>8/26/2024</b>	<b>17:05:03 north gate</b>	<b>Card Found</b>
8/26/2024	16:01:27 west gate	Card Found
8/26/2024	15:54:43 north gate	Card Found
8/26/2024	13:08:46 west gate	Card Found
8/26/2024	12:25:38 north gate	Card Found
8/26/2024	11:42:29 west gate	Card Found
8/26/2024	10:46:16 north gate	Card Found
8/26/2024	10:41:41 west gate	Card Found
8/26/2024	10:35:42 north gate	Card Found
8/26/2024	10:28:26 west gate	Card Found
8/26/2024	10:10:26 north gate	Card Found
8/26/2024	8:44:57 west gate	Card Found
8/26/2024	8:44:56 west gate	Card Found
8/26/2024	8:32:18 north gate	Card Found
8/26/2024	8:32:16 north gate	Card Found
8/26/2024	8:32:13 north gate	Card Found
8/26/2024	7:22:12 west gate	Card Found
8/26/2024	7:22:10 west gate	Card Found
8/26/2024	7:17:27 north gate	Card Found
8/26/2024	7:17:26 north gate	Card Found
8/26/2024	7:17:24 north gate	Card Found
8/26/2024	6:58:57 west gate	Card Found
8/26/2024	6:56:09 north gate	Card Found
8/26/2024	6:56:08 north gate	Card Found
8/26/2024	6:08:59 west gate	Card Found
8/26/2024	6:07:54 north gate	VIP Card Found
8/26/2024	6:07:53 north gate	VIP Card Found
8/26/2024	6:06:46 north gate	Card Found
8/26/2024	6:01:04 north gate	VIP Card Found
8/25/2024	15:36:39 north gate	Card Found
8/25/2024	15:31:56 north gate	Card Found
8/25/2024	15:16:04 west gate	Card Found
8/25/2024	15:04:38 north gate	Card Found
8/25/2024	15:04:36 north gate	Card Found
8/25/2024	15:04:34 north gate	Card Found
8/25/2024	14:37:56 west gate	Card Found
8/25/2024	14:34:30 north gate	Card Found
8/25/2024	14:27:02 north gate	Card Found
8/25/2024	14:24:30 west gate	Card Found

8/25/2024	14:18:47 north gate	Card Found
8/25/2024	11:47:02 west gate	Card Found
8/25/2024	11:33:39 north gate	Card Found
8/25/2024	11:24:33 north gate	Card Found
8/24/2024	16:50:34 west gate	Card Found
8/24/2024	16:50:32 west gate	Card Found
8/24/2024	16:45:04 north gate	Card Found
8/24/2024	16:45:03 north gate	Card Found
8/24/2024	14:59:02 west gate	Card Found
8/24/2024	14:59:01 west gate	Card Found
8/24/2024	14:57:37 west gate	Card Found
8/24/2024	14:57:36 west gate	Card Found
8/24/2024	14:20:07 north gate	Card Found
8/24/2024	14:20:05 north gate	Card Found
8/24/2024	14:20:04 north gate	Card Found
8/24/2024	13:08:03 west gate	VIP Card Found
8/24/2024	12:56:07 north gate	Card Found
<b>8/23/2024</b>	<b>16:29:46 north gate</b>	<b>Card Found</b>
<b>8/23/2024</b>	<b>16:29:43 north gate</b>	<b>Card Found</b>
8/23/2024	15:49:47 north gate	Card Found
8/23/2024	15:49:45 north gate	Card Found
8/23/2024	13:53:48 west gate	VIP Card Found
8/23/2024	13:49:16 north gate	VIP Card Found
8/23/2024	12:47:08 west gate	VIP Card Found
8/23/2024	12:44:48 north gate	VIP Card Found
8/23/2024	12:44:47 north gate	VIP Card Found
8/23/2024	11:51:39 west gate	Card Found
8/23/2024	11:45:05 north gate	Card Found
8/23/2024	11:45:04 north gate	Card Found
8/23/2024	11:45:02 north gate	Card Found
8/23/2024	9:37:47 west gate	Card Found
8/23/2024	9:29:02 north gate	Card Found
8/23/2024	6:12:22 west gate	VIP Card Found
8/23/2024	6:08:33 north gate	VIP Card Found
8/23/2024	6:08:32 north gate	VIP Card Found
8/22/2024	20:24:47 west gate	Card Found
8/22/2024	20:12:23 north gate	Card Found
<b>8/22/2024</b>	<b>15:17:32 north gate</b>	<b>Card Found</b>
<b>8/22/2024</b>	<b>15:10:28 north gate</b>	<b>Card Found</b>

2

3

<b>8/22/2024</b>	<b>15:05:38 north gate</b>	<b>Card Found</b>	
8/22/2024	14:26:26 north gate	Card Found	
8/22/2024	14:26:25 north gate	Card Found	
8/22/2024	14:26:24 north gate	Card Found	
8/22/2024	14:25:50 west gate	Card Found	
8/22/2024	14:17:50 north gate	Card Found	
8/22/2024	14:15:43 north gate	Card Found	
8/22/2024	14:01:07 north gate	Card Found	
8/22/2024	14:01:06 north gate	Card Found	
8/22/2024	13:59:22 north gate	Card Found	
8/22/2024	12:25:18 north gate	Card Found	
8/22/2024	12:17:50 north gate	Card Found	
8/22/2024	12:10:43 north gate	Card Found	
8/22/2024	12:10:43 west gate	Card Found	
8/22/2024	11:59:46 north gate	Card Found	
8/22/2024	11:59:45 north gate	Card Found	
8/22/2024	10:34:41 north gate	Card Found	
8/22/2024	10:34:40 north gate	Card Found	
8/22/2024	10:27:24 west gate	Card Found	
8/22/2024	10:24:40 north gate	Card Found	
8/22/2024	10:15:04 west gate	VIP Card Found	
8/22/2024	10:08:33 north gate	VIP Card Found	
8/22/2024	10:08:32 north gate	VIP Card Found	
8/22/2024	10:08:30 north gate	VIP Card Found	
8/22/2024	10:06:18 north gate	Card Found	
8/22/2024	10:06:17 north gate	Card Found	
8/22/2024	9:40:15 north gate	Card Found	
8/22/2024	9:40:14 north gate	Card Found	
<b>8/22/2024</b>	<b>7:12:47 west gate</b>	<b>Card Found</b>	<b>2</b>
<b>8/22/2024</b>	<b>7:10:37 north gate</b>	<b>Card Found</b>	
8/22/2024	6:59:37 west gate	Card Found	
8/22/2024	6:47:09 north gate	Card Found	
8/21/2024	18:05:04 north gate	Card Found	
8/21/2024	18:05:03 north gate	Card Found	
<b>8/21/2024</b>	<b>16:54:27 north gate</b>	<b>Card Found</b>	<b>3</b>
<b>8/21/2024</b>	<b>16:04:37 west gate</b>	<b>VIP Card Found</b>	
<b>8/21/2024</b>	<b>16:01:55 north gate</b>	<b>VIP Card Found</b>	
8/21/2024	14:17:43 west gate	VIP Card Found	
8/21/2024	14:06:57 north gate	VIP Card Found	

8/21/2024	13:56:30	north gate	Card Found	
8/21/2024	13:49:24	north gate	Card Found	
8/21/2024	12:35:38	north gate	Card Found	
8/21/2024	12:27:44	north gate	Card Found	
8/21/2024	12:27:42	north gate	Card Found	
8/21/2024	11:14:40	north gate	Card Found	
8/21/2024	10:19:24	north gate	Card Found	
8/21/2024	10:19:23	north gate	Card Found	
<b>8/21/2024</b>	<b>7:18:50</b>	<b>west gate</b>	<b>VIP Card Found</b>	<b>3</b>
<b>8/21/2024</b>	<b>7:13:57</b>	<b>north gate</b>	<b>VIP Card Found</b>	
<b>8/21/2024</b>	<b>7:13:56</b>	<b>north gate</b>	<b>VIP Card Found</b>	
8/20/2024	19:56:01	west gate	Card Found	
8/20/2024	19:36:47	north gate	Card Found	
<b>8/20/2024</b>	<b>16:09:14</b>	<b>north gate</b>	<b>Card Found</b>	<b>3</b>
<b>8/20/2024</b>	<b>16:03:08</b>	<b>west gate</b>	<b>Card Found</b>	
<b>8/20/2024</b>	<b>16:00:05</b>	<b>north gate</b>	<b>Card Found</b>	
8/20/2024	14:04:12	north gate	Card Found	
8/20/2024	12:14:01	north gate	Card Found	
8/20/2024	12:13:47	west gate	VIP Card Found	
8/20/2024	11:50:02	north gate	Card Found	
8/20/2024	11:47:45	north gate	Card Found	
8/20/2024	11:43:27	west gate	Card Found	
8/20/2024	11:42:19	north gate	Card Found	
8/20/2024	11:39:37	north gate	VIP Card Found	
8/20/2024	11:39:36	north gate	VIP Card Found	
8/20/2024	11:39:35	north gate	VIP Card Found	
8/20/2024	11:33:20	north gate	Card Found	
8/20/2024	11:04:17	west gate	Card Found	
8/20/2024	10:52:30	north gate	Card Found	
8/20/2024	10:20:17	west gate	Card Found	
8/20/2024	10:14:21	north gate	Card Found	
<b>8/20/2024</b>	<b>9:33:25</b>	<b>west gate</b>	<b>Card Found</b>	
<b>8/20/2024</b>	<b>9:29:40</b>	<b>north gate</b>	<b>Card Found</b>	
8/20/2024	6:07:24	west gate	VIP Card Found	
8/20/2024	6:02:05	north gate	VIP Card Found	
<b>8/19/2024</b>	<b>17:21:50</b>	<b>west gate</b>	<b>VIP Card Found</b>	<b>3</b>
<b>8/19/2024</b>	<b>17:19:39</b>	<b>north gate</b>	<b>VIP Card Found</b>	
<b>8/19/2024</b>	<b>17:19:38</b>	<b>north gate</b>	<b>VIP Card Found</b>	
8/19/2024	15:51:07	west gate	Card Found	

8/19/2024	15:51:05 west gate	Card Found
8/19/2024	15:45:02 north gate	Card Found
8/19/2024	15:45:01 north gate	Card Found
8/19/2024	14:52:54 north gate	Card Found
8/19/2024	14:52:53 north gate	Card Found
8/19/2024	13:53:36 north gate	Card Found
8/19/2024	11:41:45 north gate	Card Found
8/19/2024	11:41:44 north gate	Card Found
8/19/2024	11:26:25 north gate	Card Found
8/19/2024	11:26:24 north gate	Card Found
8/19/2024	10:59:29 west gate	Card Found
8/19/2024	10:52:10 north gate	Card Found
8/19/2024	10:43:02 west gate	Card Found
8/19/2024	10:41:22 north gate	Card Found
<b>8/19/2024</b>	8:46:55 west gate	Card Found
<b>8/19/2024</b>	8:44:42 north gate	Card Found
8/19/2024	5:22:13 west gate	VIP Card Found
8/19/2024	5:22:12 west gate	VIP Card Found
8/19/2024	5:18:42 north gate	VIP Card Found
8/18/2024	19:17:32 west gate	Card Found
8/18/2024	18:54:57 north gate	Card Found
8/18/2024	18:15:05 west gate	Card Found
8/18/2024	18:03:13 north gate	Card Found
8/18/2024	18:03:11 north gate	Card Found
8/18/2024	16:07:57 west gate	Card Found
8/18/2024	16:07:56 west gate	Card Found
8/18/2024	16:03:58 north gate	Card Found
8/18/2024	15:55:59 west gate	Card Found
8/18/2024	15:47:40 north gate	Card Found
8/18/2024	15:34:29 west gate	Card Found
8/18/2024	15:34:28 west gate	Card Found
8/18/2024	15:31:05 north gate	Card Found
8/18/2024	15:31:03 north gate	Card Found
8/18/2024	15:31:02 north gate	Card Found
8/18/2024	15:29:34 west gate	Card Found
8/18/2024	14:21:54 west gate	Card Found
8/18/2024	14:13:35 north gate	Card Found
8/18/2024	14:13:34 north gate	Card Found
8/18/2024	14:11:47 north gate	Card Found

8/18/2024	13:34:09 west gate	Card Found
8/18/2024	13:23:06 north gate	Card Found
8/18/2024	13:18:28 north gate	Card Found
8/18/2024	13:18:27 north gate	Card Found
8/18/2024	13:01:30 west gate	Card Found
8/18/2024	12:00:52 north gate	Card Found
8/18/2024	12:00:51 north gate	Card Found
8/18/2024	9:54:48 north gate	Card Found
8/18/2024	9:54:47 north gate	Card Found
8/18/2024	9:54:46 north gate	Card Found
8/18/2024	8:00:56 west gate	Card Found
8/18/2024	7:58:36 north gate	Card Found
8/17/2024	19:28:49 west gate	Card Found
8/17/2024	18:24:02 north gate	Card Found
8/17/2024	16:34:13 north gate	Card Found
8/17/2024	16:34:12 north gate	Card Found
8/17/2024	16:34:11 north gate	Card Found
8/17/2024	16:21:57 north gate	Card Found
8/17/2024	16:21:55 north gate	Card Found
8/17/2024	16:21:54 north gate	Card Found
8/17/2024	15:11:41 north gate	Card Found
8/17/2024	15:11:39 north gate	Card Found
8/17/2024	15:02:00 west gate	Card Found
8/17/2024	14:57:49 north gate	Card Found
8/17/2024	14:51:23 north gate	Card Found
8/17/2024	14:51:20 north gate	Card Found
8/17/2024	14:49:21 north gate	Card Found
8/17/2024	14:31:53 west gate	Card Found
8/17/2024	14:31:51 west gate	Card Found
8/17/2024	13:42:04 north gate	Card Found
8/17/2024	13:42:02 north gate	Card Found
8/17/2024	13:33:54 west gate	Card Found
8/17/2024	13:31:25 west gate	Card Found
8/17/2024	13:30:37 north gate	Card Found
8/17/2024	13:26:55 north gate	Card Found
8/17/2024	13:21:38 north gate	Card Found
8/17/2024	10:58:32 north gate	Card Found
8/17/2024	10:58:30 north gate	Card Found
8/17/2024	10:58:29 north gate	Card Found

8/17/2024	10:31:17 west gate	Card Found
8/17/2024	9:59:14 north gate	Card Found
8/17/2024	9:59:12 north gate	Card Found
8/17/2024	7:44:04 west gate	Card Found
8/17/2024	7:39:32 north gate	Card Found
8/16/2024	22:18:31 west gate	Card Found
8/16/2024	22:10:22 north gate	Card Found
8/16/2024	22:10:21 north gate	Card Found
8/16/2024	22:10:19 north gate	Card Found
<b>8/16/2024</b>	<b>17:39:11 west gate</b>	<b>Card Found</b>
<b>8/16/2024</b>	<b>17:14:36 north gate</b>	<b>Card Found</b>
<b>8/16/2024</b>	<b>17:01:51 north gate</b>	<b>Card Found</b>
8/16/2024	14:54:49 west gate	Card Found
8/16/2024	14:54:48 west gate	Card Found
8/16/2024	14:40:54 north gate	Card Found
8/16/2024	14:40:53 north gate	Card Found
8/16/2024	14:40:51 north gate	Card Found
8/16/2024	14:40:02 north gate	Card Found
8/16/2024	14:40:01 north gate	Card Found
8/16/2024	14:31:58 north gate	Card Found
8/16/2024	14:24:25 north gate	Card Found
8/16/2024	14:11:54 north gate	Card Found
8/16/2024	13:58:19 north gate	Card Found
8/16/2024	13:47:55 north gate	Card Found
8/16/2024	13:37:29 north gate	Card Found
8/16/2024	12:02:14 north gate	VIP Card Found
8/16/2024	12:02:13 north gate	VIP Card Found
8/16/2024	11:54:41 north gate	VIP Card Found
8/16/2024	11:35:25 west gate	Card Found
8/16/2024	11:30:00 north gate	Card Found
8/16/2024	11:29:58 north gate	Card Found
8/16/2024	11:29:57 north gate	Card Found
8/16/2024	11:04:12 north gate	Card Found
8/16/2024	10:48:54 north gate	Card Found
8/16/2024	10:48:53 north gate	Card Found
8/16/2024	10:46:09 north gate	Card Found
8/16/2024	10:20:12 west gate	Card Found
8/16/2024	10:13:28 north gate	Card Found
8/16/2024	10:12:46 north gate	Card Found

8/16/2024	10:08:48 north gate	Card Found	
8/16/2024	10:08:47 north gate	Card Found	
8/16/2024	10:08:46 north gate	Card Found	
8/16/2024	10:08:44 north gate	Card Found	
8/16/2024	9:24:59 north gate	Card Found	
8/16/2024	9:03:02 north gate	Card Found	
8/16/2024	8:07:47 north gate	Card Found	
8/15/2024	21:16:23 west gate	Card Found	
8/15/2024	21:16:21 west gate	Card Found	
8/15/2024	20:50:38 north gate	Card Found	
8/15/2024	20:50:37 north gate	Card Found	
<b>8/15/2024</b>	<b>16:02:07 west gate</b>	<b>Card Found</b>	<b>1</b>
8/15/2024	15:21:09 west gate	Card Found	
8/15/2024	15:17:01 north gate	Card Found	
8/15/2024	14:57:15 north gate	Card Found	
8/15/2024	13:18:20 west gate	Card Found	
8/15/2024	13:09:11 north gate	Card Found	
8/15/2024	11:25:42 north gate	Card Found	
8/15/2024	11:12:12 north gate	Card Found	
8/15/2024	10:13:22 north gate	Card Found	
8/15/2024	9:35:37 north gate	<b>Card Found</b>	
8/15/2024	9:35:36 north gate	<b>Card Found</b>	
8/15/2024	9:34:05 north gate	<b>Card Found</b>	
8/15/2024	9:23:28 north gate	<b>Card Found</b>	
8/15/2024	9:23:27 north gate	<b>Card Found</b>	
8/15/2024	6:21:15 west gate	VIP Card Found	
8/15/2024	6:18:50 north gate	VIP Card Found	
8/14/2024	17:34:12 west gate	Card Found	5
8/14/2024	17:34:11 west gate	Card Found	
8/14/2024	17:34:10 west gate	Card Found	
8/14/2024	17:32:13 north gate	Card Found	
8/14/2024	17:32:12 north gate	Card Found	
<b>8/14/2024</b>	<b>16:47:20 west gate</b>	<b>Card Found</b>	<b>6</b>
<b>8/14/2024</b>	<b>16:42:31 north gate</b>	<b>Card Found</b>	
<b>8/14/2024</b>	<b>16:23:13 north gate</b>	<b>Card Found</b>	
<b>8/14/2024</b>	<b>16:04:06 west gate</b>	<b>VIP Card Found</b>	
<b>8/14/2024</b>	<b>16:02:53 north gate</b>	<b>VIP Card Found</b>	
<b>8/14/2024</b>	<b>16:01:49 west gate</b>	<b>VIP Card Found</b>	
8/14/2024	15:58:57 north gate	VIP Card Found	7

8/14/2024	15:58:56 north gate	VIP Card Found
8/14/2024	15:55:52 west gate	Card Found
8/14/2024	15:55:50 west gate	Card Found
8/14/2024	15:47:36 north gate	Card Found
8/14/2024	15:34:08 north gate	Card Found
8/14/2024	15:32:02 west gate	Card Found
8/14/2024	15:15:42 north gate	Card Found
8/14/2024	13:03:27 west gate	Card Found
8/14/2024	12:59:19 north gate	Card Found
8/14/2024	12:44:30 west gate	Card Found
8/14/2024	12:41:33 north gate	Card Found
8/14/2024	12:28:25 north gate	Card Found
8/14/2024	12:09:29 north gate	Card Found
8/14/2024	10:06:15 west gate	Card Found
8/14/2024	9:39:52 west gate	Card Found
8/14/2024	9:33:53 north gate	Card Found
8/14/2024	9:32:39 west gate	Card Found
8/14/2024	9:28:56 north gate	Card Found
8/14/2024	9:14:18 north gate	Card Found
8/14/2024	9:05:48 north gate	Card Found
8/14/2024	9:03:16 west gate	Card Found
8/14/2024	9:03:14 west gate	Card Found
8/14/2024	9:02:00 north gate	Card Found
8/14/2024	9:00:55 north gate	Card Found
8/14/2024	9:00:54 north gate	Card Found
8/14/2024	8:48:24 north gate	Card Found
8/14/2024	8:08:57 north gate	Card Found
8/13/2024	19:05:18 west gate	Card Found
8/13/2024	18:53:47 north gate	Card Found
8/13/2024	17:41:47 west gate	Card Found
8/13/2024	17:08:38 north gate	Card Found
8/13/2024	17:01:19 west gate	Card Found
<b>8/13/2024</b>	<b>16:55:56 north gate</b>	<b>Card Found</b>
<b>8/13/2024</b>	<b>16:36:06 west gate</b>	<b>Card Found</b>
<b>8/13/2024</b>	<b>16:27:54 north gate</b>	<b>Card Found</b>
<b>8/13/2024</b>	<b>16:21:55 north gate</b>	<b>Card Found</b>
<b>8/13/2024</b>	<b>16:21:53 north gate</b>	<b>Card Found</b>
<b>8/13/2024</b>	<b>16:17:35 north gate</b>	<b>Card Found</b>
<b>8/13/2024</b>	<b>16:17:32 north gate</b>	<b>Card Found</b>

3

7

8/13/2024	15:01:08 north gate	Card Found
8/13/2024	15:01:07 north gate	Card Found
8/13/2024	14:55:01 west gate	Card Found
8/13/2024	14:55:00 west gate	Card Found
8/13/2024	14:48:07 north gate	Card Found
8/13/2024	14:38:55 north gate	Card Found
8/13/2024	14:38:54 north gate	Card Found
8/13/2024	14:02:09 north gate	Card Found
8/13/2024	13:36:46 north gate	Card Found
8/13/2024	13:35:27 north gate	Card Found
8/13/2024	13:14:02 west gate	Card Found
8/13/2024	12:47:46 west gate	Card Found
8/13/2024	12:47:45 west gate	Card Found
8/13/2024	12:47:44 west gate	Card Found
8/13/2024	12:42:55 north gate	Card Found
8/13/2024	12:39:27 north gate	Card Found
8/13/2024	12:16:12 north gate	Card Found
8/13/2024	9:31:29 west gate	VIP Card Found
8/13/2024	9:28:11 north gate	VIP Card Found
8/13/2024	9:28:10 north gate	VIP Card Found
8/13/2024	8:48:00 west gate	Card Found
8/13/2024	8:46:12 west gate	Card Found
8/13/2024	8:15:21 north gate	Card Found
8/13/2024	8:11:36 north gate	Card Found
8/13/2024	6:47:28 west gate	Card Found
8/13/2024	6:42:09 north gate	Card Found
8/12/2024	13:56:51 north gate	Card Found
8/12/2024	13:56:50 north gate	Card Found
8/12/2024	13:54:45 north gate	VIP Card Found
8/12/2024	13:47:24 north gate	Card Found
8/12/2024	13:47:22 north gate	Card Found
8/12/2024	13:34:51 north gate	VIP Card Found
8/12/2024	13:00:38 west gate	Card Found
8/12/2024	13:00:37 west gate	Card Found
8/12/2024	12:45:46 north gate	Card Found
8/12/2024	12:45:45 north gate	Card Found
8/12/2024	12:03:44 west gate	VIP Card Found
8/12/2024	11:56:32 north gate	VIP Card Found
8/12/2024	11:54:22 west gate	Card Found

8/12/2024	11:46:35 north gate	Card Found
8/12/2024	11:46:34 north gate	Card Found
8/12/2024	11:06:13 west gate	Card Found
8/12/2024	10:56:12 north gate	Card Found
8/12/2024	6:08:49 west gate	VIP Card Found
8/12/2024	6:05:50 west gate	Card Found
8/12/2024	6:05:34 north gate	VIP Card Found
8/12/2024	6:03:20 north gate	Card Found
8/11/2024	19:42:40 north gate	Card Found
8/11/2024	19:38:00 north gate	Card Found
8/11/2024	16:38:24 west gate	VIP Card Found
8/11/2024	16:18:15 north gate	VIP Card Found
8/11/2024	16:18:14 north gate	VIP Card Found
8/11/2024	13:40:06 west gate	Card Found
8/11/2024	13:37:28 north gate	Card Found
8/11/2024	10:22:33 west gate	Card Found
8/11/2024	10:22:32 west gate	Card Found
8/11/2024	10:19:24 west gate	VIP Card Found
8/11/2024	10:16:43 north gate	VIP Card Found
8/11/2024	10:08:14 north gate	Card Found
8/11/2024	10:08:14 north gate	Card Found
8/11/2024	10:00:00 north gate	Card Found
8/11/2024	8:06:14 west gate	Card Found
8/11/2024	8:02:09 west gate	Card Found
8/11/2024	7:55:01 north gate	Card Found
8/11/2024	7:54:59 north gate	Card Found
8/11/2024	7:53:09 north gate	Card Found
8/10/2024	16:27:17 west gate	Card Found
8/10/2024	16:23:48 north gate	Card Found
8/10/2024	16:02:48 west gate	VIP Card Found
8/10/2024	15:58:33 north gate	VIP Card Found
8/10/2024	14:17:51 west gate	Card Found
8/10/2024	13:44:12 north gate	Card Found
8/10/2024	9:17:06 north gate	Card Found
8/10/2024	9:17:05 north gate	Card Found
8/10/2024	8:21:54 north gate	Card Found
8/10/2024	8:21:53 north gate	Card Found
8/10/2024	7:53:04 west gate	Card Found
8/10/2024	7:49:43 north gate	Card Found

8/9/2024	21:50:14 west gate	Card Found	2
8/9/2024	21:47:34 north gate	Card Found	
8/9/2024	18:42:28 west gate	Card Found	3
8/9/2024	18:42:27 west gate	Card Found	
8/9/2024	18:38:42 north gate	Card Found	
<b>8/9/2024</b>	<b>17:56:00 west gate</b>	<b>Card Found</b>	<b>3</b>
<b>8/9/2024</b>	<b>17:34:26 west gate</b>	<b>Card Found</b>	
<b>8/9/2024</b>	<b>17:23:34 north gate</b>	<b>Card Found</b>	
8/9/2024	15:18:42 west gate	Card Found	7
8/9/2024	15:17:04 north gate	Card Found	
8/9/2024	15:17:03 north gate	Card Found	
8/9/2024	15:17:02 north gate	Card Found	
8/9/2024	15:00:38 north gate	Card Found	
8/9/2024	15:00:36 north gate	Card Found	
8/9/2024	15:00:35 north gate	Card Found	
8/9/2024	14:42:15 west gate	Card Found	2
8/9/2024	14:39:05 north gate	Card Found	
8/9/2024	12:51:51 west gate	Card Found	6
8/9/2024	12:37:07 west gate	Card Found	
8/9/2024	12:26:44 north gate	Card Found	
8/9/2024	12:26:43 north gate	Card Found	
8/9/2024	12:26:42 north gate	Card Found	
8/9/2024	12:24:18 north gate	Card Found	
8/9/2024	11:59:28 west gate	VIP Card Found	
8/9/2024	11:47:49 north gate	VIP Card Found	
8/9/2024	11:47:47 north gate	VIP Card Found	
8/9/2024	11:12:02 west gate	Card Found	
8/9/2024	9:54:39 north gate	Card Found	
8/9/2024	9:54:38 north gate	Card Found	
8/9/2024	9:54:37 north gate	Card Found	
8/9/2024	9:29:46 north gate	VIP Card Found	
8/9/2024	9:29:45 north gate	VIP Card Found	
8/9/2024	9:21:19 west gate	Card Found	
8/9/2024	9:13:57 north gate	VIP Card Found	
8/9/2024	7:50:32 west gate	Card Found	
8/9/2024	7:41:03 north gate	Card Found	
8/9/2024	6:23:40 west gate	VIP Card Found	
8/9/2024	6:04:32 north gate	VIP Card Found	
8/9/2024	5:48:08 north gate	Card Found	

8/8/2024	17:44:43 west gate	Card Found	
8/8/2024	17:43:19 north gate	Card Found	
8/8/2024	17:35:43 north gate	Card Found	
8/8/2024	17:34:38 west gate	Card Found	
8/8/2024	17:34:37 west gate	Card Found	
<b>8/8/2024</b>	<b>16:53:57 north gate</b>	<b>Card Found</b>	<b>8</b>
<b>8/8/2024</b>	<b>16:47:11 north gate</b>	<b>Card Found</b>	
<b>8/8/2024</b>	<b>16:35:30 north gate</b>	<b>Card Found</b>	
<b>8/8/2024</b>	<b>16:35:27 north gate</b>	<b>Card Found</b>	
<b>8/8/2024</b>	<b>16:17:02 north gate</b>	<b>Card Found</b>	
<b>8/8/2024</b>	<b>16:16:59 north gate</b>	<b>Card Found</b>	
<b>8/8/2024</b>	<b>16:06:55 west gate</b>	<b>Card Found</b>	
<b>8/8/2024</b>	<b>16:00:04 north gate</b>	<b>Card Found</b>	
8/8/2024	15:58:24 west gate	Card Found	7
8/8/2024	15:42:42 north gate	Card Found	
8/8/2024	15:42:41 north gate	Card Found	
8/8/2024	15:21:52 north gate	Card Found	
8/8/2024	15:21:04 north gate	Card Found	
8/8/2024	15:21:03 north gate	Card Found	
8/8/2024	15:21:02 north gate	Card Found	
8/8/2024	13:44:49 west gate	VIP Card Found	4
8/8/2024	13:39:18 north gate	VIP Card Found	
8/8/2024	13:23:12 north gate	Card Found	
8/8/2024	13:22:02 west gate	Card Found	
8/8/2024	13:22:01 west gate	Card Found	
8/8/2024	12:31:29 west gate	Card Found	4
8/8/2024	12:22:32 north gate	Card Found	
8/8/2024	12:22:31 north gate	Card Found	
8/8/2024	12:22:29 north gate	Card Found	
8/8/2024	11:57:22 north gate	Card Found	1
8/8/2024	7:53:37 west gate	Card Found	2
8/8/2024	7:49:52 north gate	Card Found	
<b>8/7/2024</b>	<b>16:29:11 west gate</b>	<b>Card Found</b>	<b>7</b>
<b>8/7/2024</b>	<b>16:25:10 north gate</b>	<b>Card Found</b>	
<b>8/7/2024</b>	<b>16:25:09 north gate</b>	<b>Card Found</b>	
<b>8/7/2024</b>	<b>16:25:07 north gate</b>	<b>Card Found</b>	
<b>8/7/2024</b>	<b>16:24:39 west gate</b>	<b>Card Found</b>	
<b>8/7/2024</b>	<b>16:22:02 north gate</b>	<b>Card Found</b>	
<b>8/7/2024</b>	<b>16:17:49 north gate</b>	<b>Card Found</b>	

8/7/2024	13:36:08	west gate	Card Found	
8/7/2024	13:26:53	north gate	Card Found	
8/7/2024	12:57:59	west gate	Card Found	
8/7/2024	12:51:58	north gate	Card Found	
8/7/2024	10:21:08	west gate	Card Found	
8/7/2024	10:08:01	north gate	Card Found	
<b>8/6/2024</b>	<b>17:52:22</b>	<b>north gate</b>	<b>Card Found</b>	<b>10</b>
<b>8/6/2024</b>	<b>17:52:20</b>	<b>north gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:52:19</b>	<b>north gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:50:57</b>	<b>north gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:50:56</b>	<b>north gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:34:26</b>	<b>west gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:24:26</b>	<b>north gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:21:32</b>	<b>west gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:11:28</b>	<b>north gate</b>	<b>Card Found</b>	
<b>8/6/2024</b>	<b>17:11:26</b>	<b>north gate</b>	<b>Card Found</b>	
8/6/2024	16:44:42	north gate	Card Found	<b>7</b>
8/6/2024	16:17:39	west gate	VIP Card Found	
8/6/2024	16:15:26	north gate	VIP Card Found	
8/6/2024	16:15:25	north gate	VIP Card Found	
8/6/2024	16:14:38	north gate	Card Found	
8/6/2024	16:11:19	north gate	Card Found	
8/6/2024	16:11:17	north gate	Card Found	
8/6/2024	13:49:09	west gate	Card Found	
8/6/2024	12:52:56	west gate	Card Found	
8/6/2024	12:46:59	north gate	VIP Card Found	
8/6/2024	12:46:58	north gate	VIP Card Found	
8/6/2024	12:33:07	north gate	Card Found	
8/6/2024	11:40:14	west gate	Card Found	
8/6/2024	11:35:54	north gate	Card Found	
8/6/2024	11:26:32	west gate	Card Found	
8/6/2024	11:21:05	west gate	Card Found	
8/6/2024	11:18:16	north gate	Card Found	
8/6/2024	11:00:51	north gate	Card Found	
8/6/2024	11:00:50	north gate	Card Found	
8/6/2024	10:12:32	north gate	Card Found	
8/6/2024	10:12:31	north gate	Card Found	
<b>8/5/2024</b>	<b>15:48:44</b>	<b>west gate</b>	<b>VIP Card Found</b>	<b>2</b>
<b>8/5/2024</b>	<b>15:25:26</b>	<b>north gate</b>	<b>VIP Card Found</b>	

8/5/2024	14:22:55 north gate	Card Found
8/5/2024	14:22:54 north gate	Card Found
8/5/2024	13:36:00 west gate	Card Found
8/5/2024	13:35:58 west gate	Card Found
8/5/2024	13:07:48 west gate	Card Found
8/5/2024	13:06:08 north gate	Card Found
8/5/2024	13:06:05 north gate	Card Found
8/5/2024	12:50:58 west gate	Card Found
8/5/2024	12:42:44 north gate	Card Found
8/5/2024	12:31:39 north gate	Card Found
8/5/2024	10:45:49 north gate	Card Found
8/5/2024	10:35:07 north gate	Card Found
8/5/2024	10:35:05 north gate	Card Found
8/5/2024	10:31:39 north gate	Card Found
8/5/2024	10:31:38 north gate	Card Found
8/5/2024	6:40:30 west gate	Card Found
8/5/2024	6:30:48 north gate	Card Found
8/5/2024	6:00:50 west gate	Card Found
8/5/2024	5:58:39 north gate	Card Found
8/5/2024	5:39:49 west gate	VIP Card Found
8/5/2024	5:34:44 north gate	VIP Card Found
8/4/2024	18:26:21 west gate	Card Found
8/4/2024	18:20:07 north gate	Card Found
8/4/2024	17:20:56 west gate	Card Found
8/4/2024	17:20:55 west gate	Card Found
8/4/2024	17:15:26 north gate	Card Found
8/4/2024	17:15:25 north gate	Card Found
8/4/2024	17:15:23 north gate	Card Found
8/4/2024	16:30:55 west gate	Card Found
8/4/2024	16:26:53 north gate	Card Found
8/4/2024	15:31:32 north gate	VIP Card Found
8/4/2024	15:19:49 north gate	VIP Card Found
8/4/2024	15:18:02 west gate	Card Found
8/4/2024	15:12:39 north gate	Card Found
8/4/2024	14:57:28 west gate	Card Found
8/4/2024	14:54:11 north gate	VIP Card Found
8/4/2024	14:52:12 north gate	Card Found
8/4/2024	14:12:08 north gate	Card Found
8/4/2024	14:12:07 north gate	Card Found

8/4/2024	13:44:11 west gate	Card Found
8/4/2024	13:42:22 west gate	Card Found
8/4/2024	13:38:18 north gate	Card Found
8/4/2024	13:36:49 north gate	Card Found
8/4/2024	13:34:29 north gate	Card Found
8/4/2024	13:34:28 north gate	Card Found
8/4/2024	12:50:51 north gate	VIP Card Found
8/4/2024	11:29:17 north gate	Card Found
8/4/2024	10:47:15 north gate	Card Found
8/4/2024	10:38:38 north gate	Card Found
8/4/2024	10:32:02 north gate	Card Found
8/4/2024	10:13:25 west gate	Card Found
8/4/2024	10:07:26 north gate	Card Found
8/4/2024	10:06:34 west gate	Card Found
8/4/2024	9:56:26 north gate	Card Found
8/4/2024	9:41:15 north gate	Card Found
8/4/2024	9:39:48 north gate	Card Found
8/4/2024	9:25:23 north gate	Card Found
8/4/2024	9:15:52 north gate	Card Found
8/3/2024	18:39:26 west gate	Card Found
8/3/2024	18:36:53 north gate	Card Found
8/3/2024	18:36:52 north gate	Card Found
8/3/2024	16:24:54 north gate	Card Found
8/3/2024	16:19:54 north gate	Card Found
8/3/2024	16:14:44 west gate	VIP Card Found
8/3/2024	15:37:46 west gate	Card Found
8/3/2024	15:35:23 north gate	Card Found
8/3/2024	15:33:10 west gate	Card Found
8/3/2024	15:30:09 north gate	Card Found
8/3/2024	15:30:07 north gate	Card Found
8/3/2024	15:30:06 north gate	Card Found
8/3/2024	14:53:51 west gate	Card Found
8/3/2024	14:53:50 west gate	Card Found
8/3/2024	14:47:49 north gate	VIP Card Found
8/3/2024	14:41:36 north gate	Card Found
8/3/2024	14:12:16 west gate	Card Found
8/3/2024	14:03:50 north gate	Card Found
8/3/2024	13:51:55 west gate	Card Found
8/3/2024	13:41:21 west gate	VIP Card Found

8/3/2024	13:12:40 west gate	Card Found
8/3/2024	13:09:18 north gate	Card Found
8/3/2024	12:37:37 north gate	Card Found
8/3/2024	11:54:38 west gate	Card Found
8/3/2024	11:54:37 west gate	Card Found
8/3/2024	11:16:02 north gate	VIP Card Found
8/3/2024	11:14:47 north gate	Card Found
8/3/2024	11:14:46 north gate	Card Found
8/3/2024	10:52:16 north gate	Card Found
8/3/2024	10:52:14 north gate	Card Found
8/3/2024	10:52:13 north gate	Card Found
8/3/2024	10:43:18 north gate	Card Found
8/3/2024	10:43:16 north gate	Card Found
8/3/2024	10:36:03 north gate	VIP Card Found
8/3/2024	10:36:02 north gate	VIP Card Found
8/3/2024	10:33:43 west gate	Card Found
8/3/2024	10:31:56 north gate	VIP Card Found
8/3/2024	9:27:29 north gate	Card Found
8/2/2024	21:06:32 west gate	Card Found
8/2/2024	21:06:30 west gate	Card Found
8/2/2024	20:24:33 north gate	Card Found
8/2/2024	20:24:32 north gate	Card Found
8/2/2024	19:01:14 north gate	Card Found
8/2/2024	17:14:16 west gate	Card Found
8/2/2024	17:08:45 north gate	Card Found
8/2/2024	17:05:15 north gate	Card Found
8/2/2024	17:05:14 north gate	Card Found
8/2/2024	16:37:43 north gate	Card Found
8/2/2024	16:37:42 north gate	Card Found
8/2/2024	15:25:59 north gate	Card Found
8/2/2024	14:35:36 west gate	Card Found
8/2/2024	14:26:21 north gate	Card Found
8/2/2024	13:48:32 west gate	Card Found
8/2/2024	12:59:09 west gate	VIP Card Found
8/2/2024	12:53:12 north gate	VIP Card Found
8/2/2024	12:53:11 north gate	VIP Card Found
8/2/2024	11:45:44 west gate	Card Found
8/2/2024	11:45:43 west gate	Card Found
8/2/2024	11:37:01 north gate	Card Found

8/2/2024	11:36:07 north gate	Card Found
8/2/2024	11:26:08 north gate	Card Found
8/2/2024	11:26:07 north gate	Card Found
8/2/2024	11:24:19 north gate	Card Found
8/2/2024	11:03:33 north gate	VIP Card Found
8/2/2024	10:46:36 north gate	VIP Card Found
8/2/2024	10:08:56 north gate	Card Found
8/2/2024	10:08:54 north gate	Card Found
8/2/2024	9:59:38 north gate	Card Found
8/2/2024	9:59:37 north gate	Card Found
8/2/2024	9:59:36 north gate	Card Found
8/2/2024	9:54:38 north gate	Card Found
8/2/2024	9:54:36 north gate	Card Found
8/2/2024	9:39:58 west gate	Card Found
8/2/2024	9:36:58 west gate	Card Found
8/2/2024	9:35:59 north gate	Card Found
8/2/2024	9:33:45 west gate	Card Found
8/2/2024	9:31:44 north gate	Card Found
8/2/2024	9:16:53 west gate	Card Found
8/2/2024	9:14:48 north gate	Card Found
8/2/2024	9:07:09 north gate	Card Found
8/2/2024	9:02:35 north gate	Card Found
8/2/2024	8:50:50 north gate	Card Found
8/2/2024	8:50:48 north gate	Card Found
8/1/2024	20:13:51 west gate	Card Found
8/1/2024	19:59:50 north gate	Card Found
8/1/2024	18:38:01 west gate	Card Found
8/1/2024	17:04:34 north gate	Card Found
8/1/2024	15:27:50 north gate	Card Found
8/1/2024	15:23:52 north gate	Card Found
8/1/2024	15:08:32 west gate	Card Found
8/1/2024	15:05:53 north gate	Card Found
8/1/2024	15:01:26 north gate	Card Found
8/1/2024	15:01:23 north gate	Card Found
8/1/2024	14:53:10 west gate	Card Found
8/1/2024	14:36:51 north gate	Card Found
8/1/2024	14:36:50 north gate	Card Found
8/1/2024	14:11:49 north gate	Card Found
8/1/2024	13:53:50 north gate	Card Found

8/1/2024	13:41:06 north gate	Card Found
8/1/2024	13:41:05 north gate	Card Found
8/1/2024	12:47:09 north gate	Card Found
8/1/2024	12:35:37 north gate	Card Found
8/1/2024	12:24:32 west gate	VIP Card Found
8/1/2024	12:15:45 north gate	Card Found
8/1/2024	12:15:44 north gate	Card Found
8/1/2024	12:04:56 north gate	VIP Card Found
8/1/2024	12:04:55 north gate	VIP Card Found
8/1/2024	11:39:34 north gate	Card Found
8/1/2024	11:34:41 north gate	Card Found
8/1/2024	10:58:32 west gate	Card Found
8/1/2024	10:10:33 north gate	Card Found
8/1/2024	10:10:32 north gate	Card Found
8/1/2024	9:56:49 north gate	Card Found
8/1/2024	9:56:47 north gate	Card Found
8/1/2024	9:56:46 north gate	Card Found
8/1/2024	9:14:46 west gate	Card Found
8/1/2024	9:14:37 north gate	Card Found
8/1/2024	9:12:32 north gate	Card Found
8/1/2024	9:07:44 north gate	Card Found

# Rocky Mountain Storage Unit Denial Appeal

CUP Case No. SUB 25-019

Presentation to Valley County Commissioners

RECEIVED  
MAR 23 2026  
BY:



## Grounds for Appeal: Procedural Error & Statutory Non-Compliance *Failure to Issue Written Findings of Fact and Conclusions of Law (LLUPA § 67-6535)*

### The Legal Requirement:

- Under the Idaho Local Land Use Planning Act (LLUPA) and Valley County Code, every final decision to approve or deny a permit **must** be accompanied by a reasoned statement in writing.
- This document must explain the specific criteria and facts used to reach the decision.

### The Procedural Breach:

- The Planning and Zoning Commission reached a verbal consensus/vote to deny the CUP.
- To date, no Written Findings of Fact or Conclusions of Law have been issued or served to the applicant.

### Impact of the Omission:

- Lack of Transparency: Without a written record, the applicant cannot identify which specific county standards (e.g., compatibility, infrastructure) were allegedly not met.
- Prejudice to Appeal: An applicant cannot effectively argue against a "silent" denial, depriving them of due process.

# Scenic Byway Concerns Addressed

- Low-profile structures
- Neutral design
- Landscaping buffers
- Limited lighting/signage

Result: Minimal visibility from roadway



# Consistency with Recent Approvals

- Stor-It McCall - approved
- Paradigm Storage - approved

*Both recognized as low-impact uses*



# Traffic Impact on Highway 55

- Low trip generation
- Infrequent visits
- No peak-hour congestion

Traffic impact is negligible



















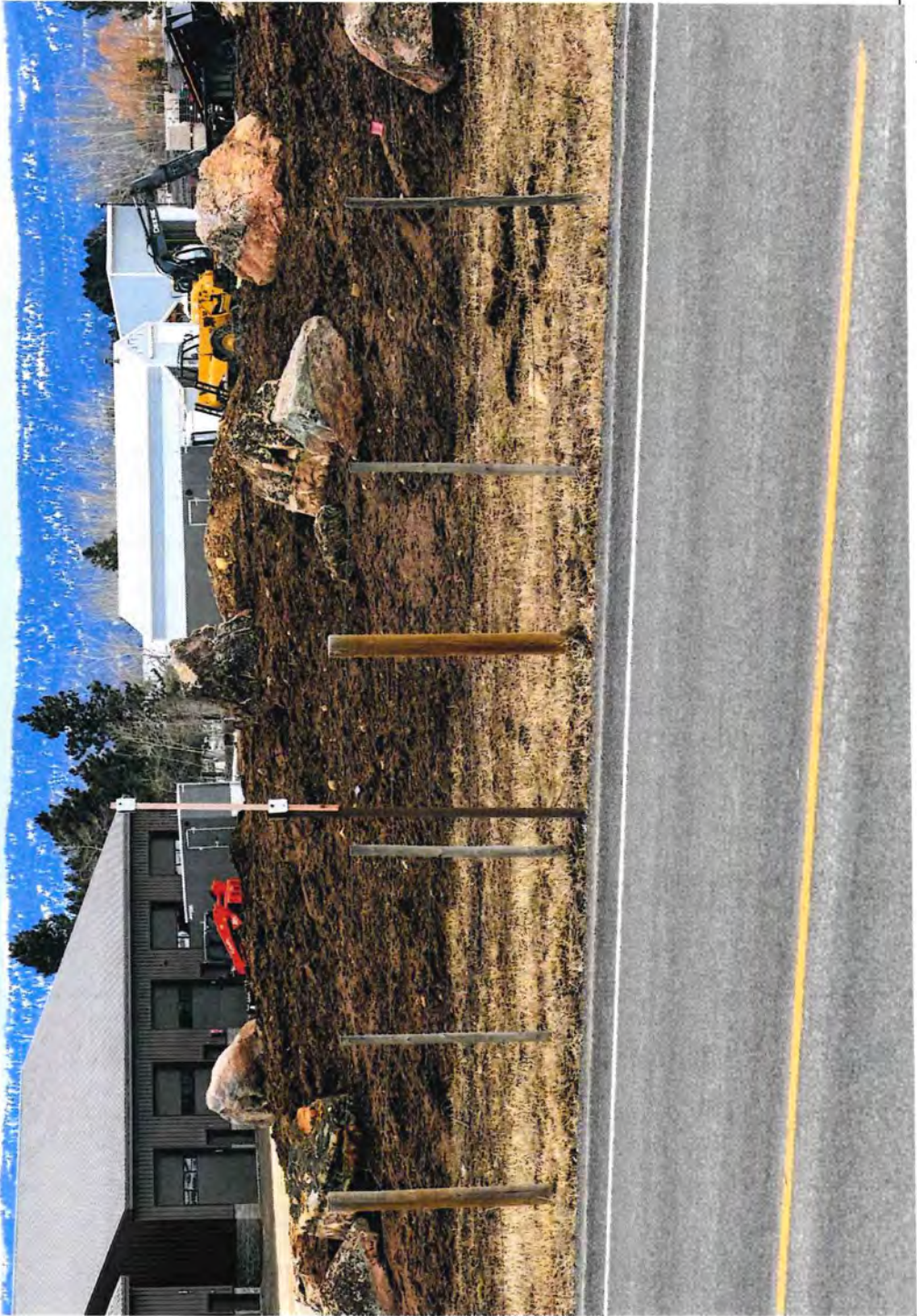


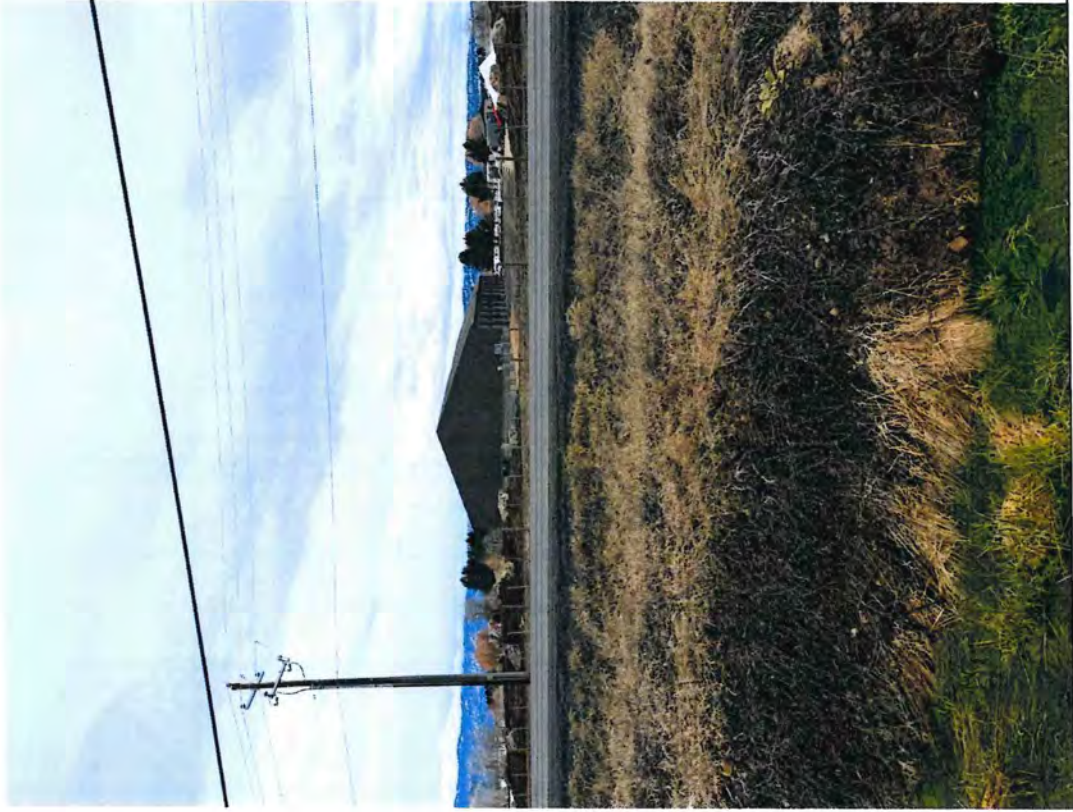


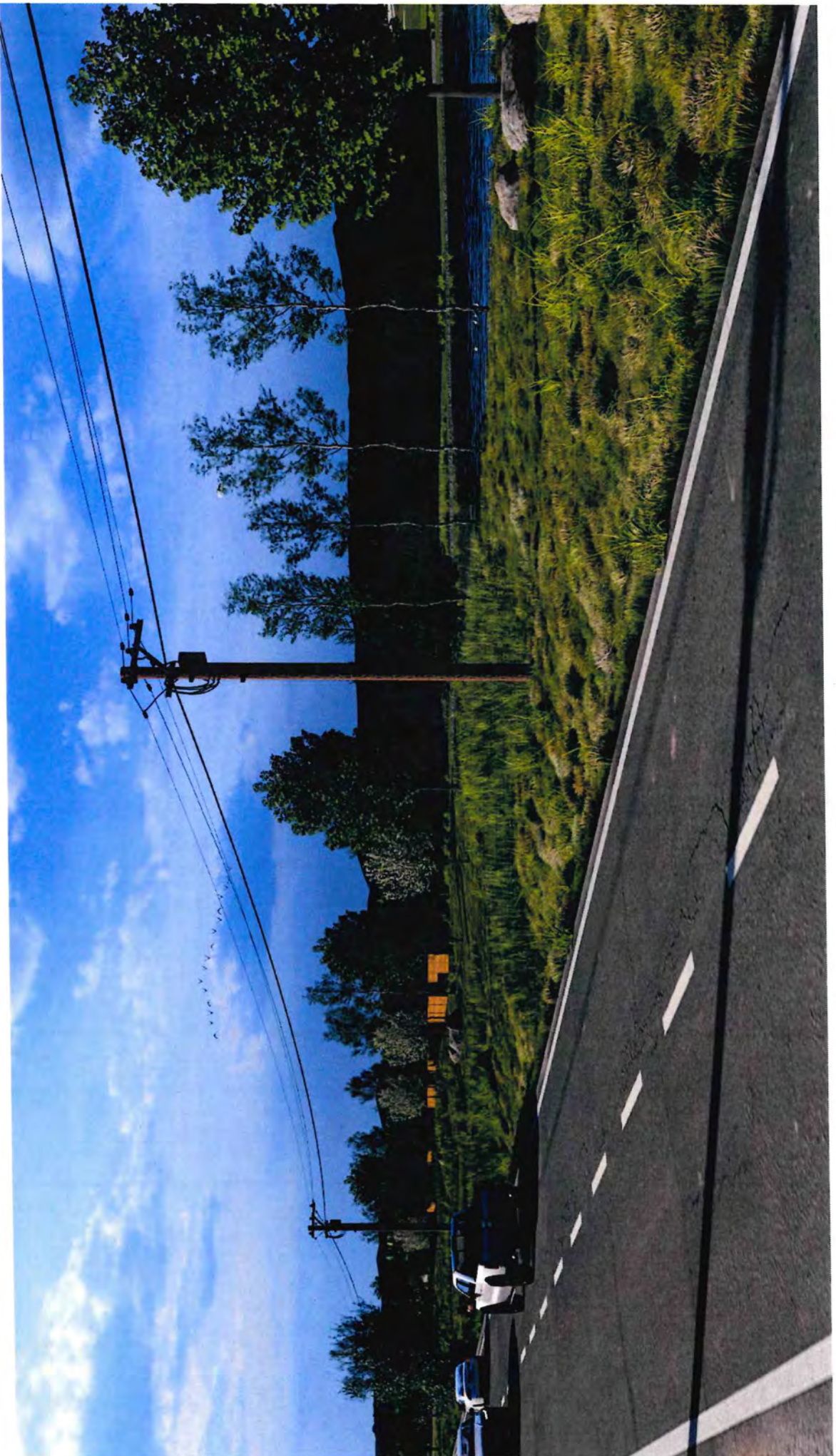












# Storage Purposes

- Personal
- Business

## Prohibited Uses

- Retail or Wholesale Outlet
- Manufacture or Assembly
- Repair Activity
- Noxious Activity
- Storage of Hazardous Substances
- Residential Use
- RV Dump
- Animals

# Vehicle Parking

- No long-term parking outside of unit, this includes vehicle, trailer, boat, or RV

# Conclusion

- Scenic impacts minimized
- No highway impact
- Consistent with County precedent

Project meets all approval criteria and should be approved

# PRELIMINARY PLAT - ROCKY MOUNTAIN STORAGE

A COMMERCIAL SUBDIVISION LOCATED IN PORTIONS OF  
NE 1/4 OF THE NE 1/4, AND SE 1/4 OF THE NE 1/4 OF SECTION 33  
T.18N., R.3E., B.M.  
VALLEY COUNTY, IDAHO  
2026

## NOTES:

- THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS:  
PEARSON STORAGE PARTNERS, LLC  
PO BOX 4110  
McCALL, ID 83638
- THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:  
DUNK LAND SURVEYS, INC.  
23 COYOTE TRAIL  
CASCADE, ID 83811
- THE EXISTING LAND USE/ZONING IS AGRICULTURAL.
- THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT, TITLE 55, CHAPTER 15, OF IDAHO CODE
- THE TOTAL AREA FOR THE DEVELOPMENT IS APPROXIMATELY ±18.47 ACRES.
- REFER TO EXHIBIT NO. EX-3 FOR EXISTING CONDITIONS AND TOPOGRAPHY.
- SETBACKS WILL COMPLY WITH VALLEY COUNTY STANDARDS.
- ALL LIGHTING MUST BE DARK SKY COMPLIANT.
- ONLY ONE WOOD BURNING DEVICE PER LOT.
- 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.
- SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
- WETLAND BOUNDARIES AS SHOWN ON THIS PLAN HAVE BEEN DELINEATED SUBMITTED TO THE USACE AND HAS RECEIVED A PRELIMINARY JURISDICTIONAL DETERMINATION.

## LEGEND:

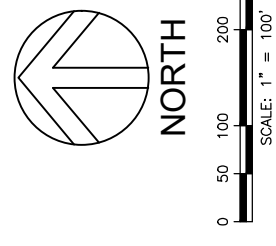
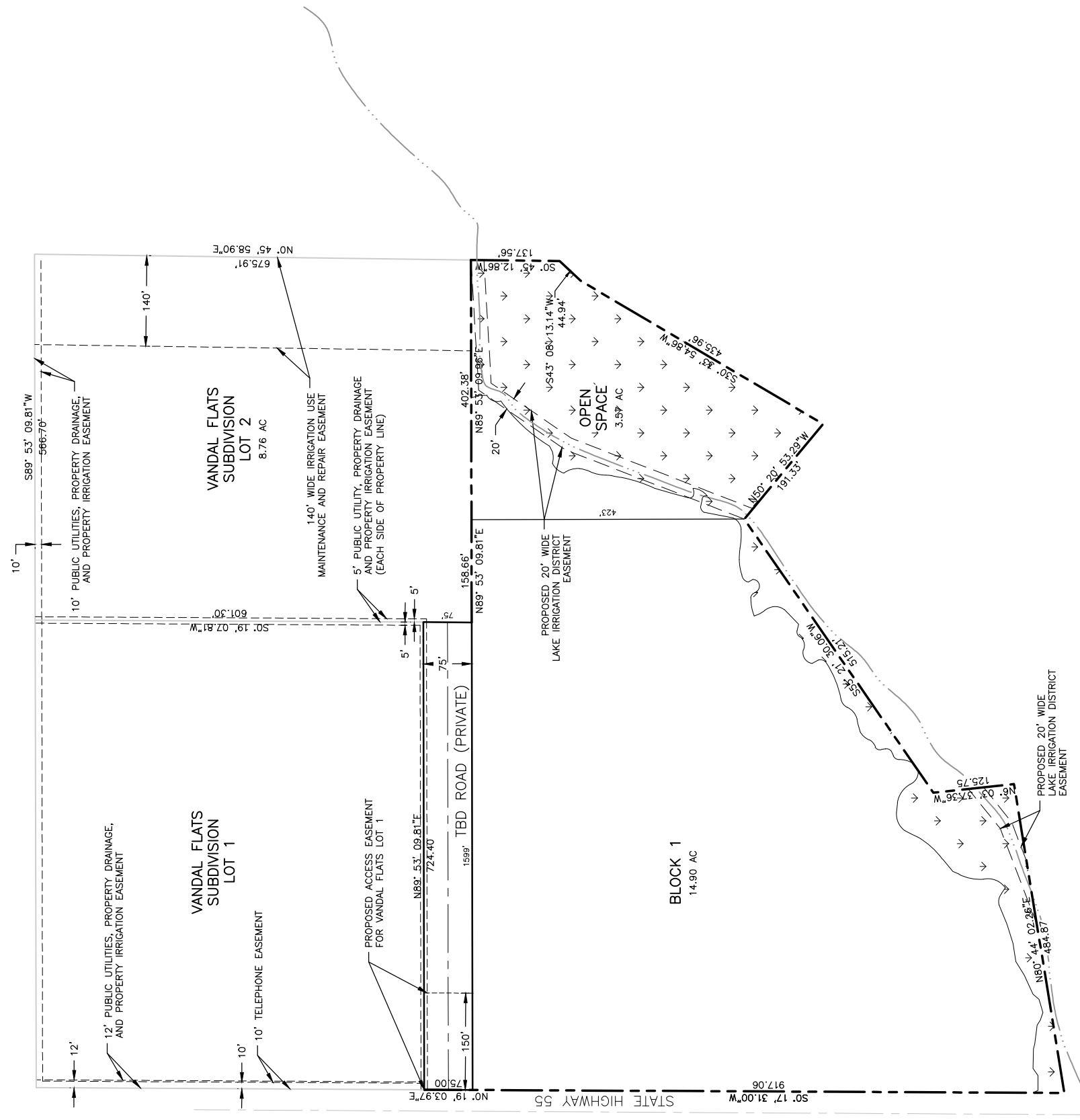
- PROPERTY BOUNDARY
- - - ADJACENT PROPERTY LINE
- ROAD/DRIVE CENTER LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- ▭ DELINEATED WETLAND AREA

## FLOOD PLAIN NOTE:

FEMA FIRM PANEL(S): 16085C1002C  
FIRM EFFECTIVE DATE(S): 2/1/2019  
FLOOD ZONE(S): ZONE X  
BASE FLOOD ELEVATION(S): N/A  
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

## DEVELOPMENT DATA:

PROPERTY AREA	19.71 ACRES
BLOCK 1	14.90 ACRES
CONDOMINIUM AREA (BLOCK 1)	3.05 ACRES
BLOCK 1 (REMAINDER)	11.85 ACRES
OPEN SPACE	3.57 ACRES
PROPOSED PRIVATE RIGHT-OF-WAY	1.24 ACRES



NO.	REVISION	BY	DATE	DESIGN
1.	UPDATED PER VC P&Z COMMISSIONERS REQUEST.	RFP	4/8/2026	RFP DRAWN CHECKED GTT APPROVED GTT

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**CRESTLINE**  
ENGINEERS  
323 DEINHARD LANE, SUITE C · PO BOX 2330  
McCALL, IDAHO 83638  
208.634.4140 · 208.634.4146 FAX

**811**  
SAFETY IS IN YOUR HANDS  
EXCAVATE BEFORE YOU DIG

**ROCKY MOUNTAIN STORAGE**  
VALLEY COUNTY, IDAHO  
OVERALL PRELIMINARY PLAT

VERIFY SCALE BAR IS ONE INCH ON FULL SIZE DRAWING 0 1"	PROJECT 22012
DATE 4/8/2026	SHEET NO. EX-1
DRAWING NO.	1 OF 7



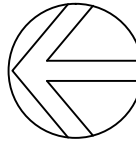
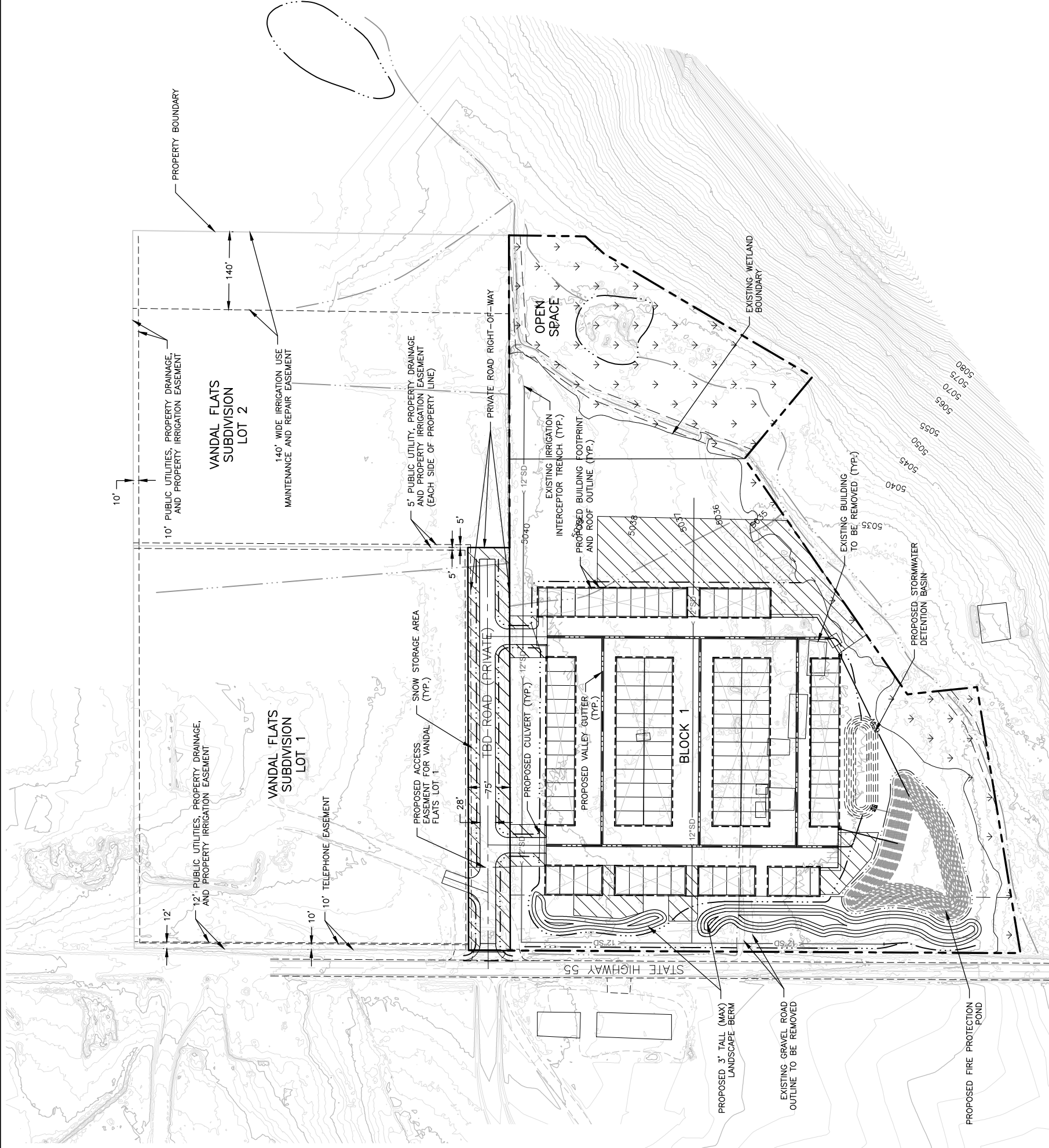
**NOTES:**

- EXISTING PROPERTY BOUNDARIES, BASE MAP AND TOPOGRAPHY DATA AS SHOWN ON THIS PLAN, ARE BASED UPON SURVEY DATA PROVIDED BY DUNN LAND SURVEYS, INC. AND SUPPLEMENTED USING DATA FOUND ON THE VANDAL FLATS SUBDIVISION FINAL PLAN.
- CONTOUR INTERVALS ARE 1 FOOT MINOR AND 5 FOOT MAJOR.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE EXISTENCE OF OBJECTS OR UTILITIES SHOWN ON THESE DRAWINGS AS THE INFORMATION HAS BEEN OBTAINED FROM SOURCES OF VARYING RELIABILITY.
- ALL PROPOSED UTILITIES (ELECTRIC, CABLE TELEVISION AND TELEPHONE) ARE TO BE INSTALLED UNDERGROUND AND LOCATED WITHIN EASEMENTS THAT WILL BE PROVIDED PRIOR TO RECORDING A FINAL PLAN.
- REFER TO EXHIBITS EX-4, EX-5, AND EX-6 FOR PRELIMINARY GRADING AND STORMWATER MANAGEMENT PLANS.
- WETLAND BOUNDARIES AS SHOWN ON THIS PLAN HAVE BEEN DELINEATED, SUBMITTED TO THE USAGE, AND HAS RECEIVED A PRELIMINARY JURISDICTIONAL DETERMINATION.

**LEGEND:**

- PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- ROAD/DRIVE CENTER LINE
- EXISTING EASEMENT LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- DELINEATED WETLAND AREA
- EXISTING CONTOUR
- PROPOSED EDGE OF ASPHALT
- EXISTING EDGE OF GRAVEL ROAD

PRELIMINARY SNOW COVERAGE CALCULATIONS/REQUIREMENTS		
S.F.	PERCENT BY AREA	ADJUSTED TOTAL (S.F.)
TOTAL AREAS TO BE PLOWED	33%	52,962
SNOW STORAGE AREA SHOWN ON PLAN		112,662



**NORTH**



NO.	REVISION	DATE		DESIGN	
		BY	DATE	REP	REP
1.	UPDATED PER VC P&Z COMMISSIONERS REQUEST.	RFP	4/8/2026	DRAWN	RFP
				CHECKED	GTT
				APPROVED	GTT

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**CRESTLINE**  
ENGINEERS  
323 DEINHARD LANE, SUITE C · PO BOX 2330  
McCALL, IDAHO 83638  
208.634.4140 · 208.634.4146 FAX



**ROCKY MOUNTAIN STORAGE**  
VALLEY COUNTY, IDAHO  
EXISTING CONDITIONS WITH PRELIMINARY SITE PLAN

VERIFY SCALE BAR IS ONE INCH ON FULL SIZE DRAWING 0 1"	PROJECT 22012	SHEET NO. 4/8/2026
DATE 4/8/2026	DRAWING NO.	EX-3
		3 OF 7



**LEGEND:**

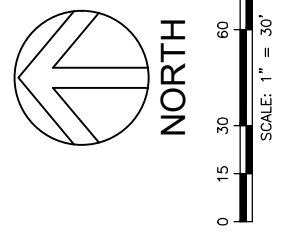
- PROPERTY BOUNDARY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED ROOF AREA
- PROPOSED CONCRETE VALLEY GUTTER
- PROPOSED PAVED SURFACE
- PROPOSED DRAINAGE FLOW DIRECTION
- ARROW WITH SLOPE
- SPOT ELEVATION
- FINISHED GRADE
- EXISTING GRADE
- GRADE BREAK
- FLOW LINE
- SILT FENCE
- CLEARING/CONSTRUCTION LIMITS
- EXISTING WETLAND AREA

**GRADING AND DRAINAGE NOTES:**

1. ALL ACCESSIBLE ROUTE RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 (5%). THE GROSS SLOPE ON WALKING SURFACES SHALL NOT BE STEEPER THAN 1:50 (2%).
2. THE CONTRACTOR SHALL MAINTAIN ALL DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED DRAINAGE IMPROVEMENTS ARE IN PLACE, FUNCTIONING, AND APPROVED BY THE PROJECT ENGINEER.
3. ALL DRAINAGE PIPING SHALL MAINTAIN A MINIMUM OF EIGHTEEN (18) INCHES OF COVER IN ALL TRAFFIC AREAS FOR A MINIMUM OF THREE (3) FEET FROM THE EDGES OF COVER IN LANDSCAPED AND NON-TRAFFIC AREAS.
4. CONTRACTOR TO WORK WITH PROJECT ENGINEER TO EVALUATE SUBSURFACE SOILS WITHIN SUBSURFACE INFILTRATION TRENCH FOOTPRINT. IF SUBSURFACE SOILS ARE NOT FAVORABLE, THE OWNER/ENGINEER WILL WORK WITH CONTRACTOR TO DEVELOP A PLAN TO IMPROVE SUBSURFACE DRAINAGE.

**EROSION AND SEDIMENT CONTROL NOTES:**

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROLS (ESC)/STORMWATER BEST MANAGEMENT PRACTICES (BMP'S) IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
2. IF DETERMINED NECESSARY, THE CONTRACTOR SHALL PREPARE AND SUBMIT A PROPOSED ESC PLAN TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO STARTING CONSTRUCTION.
3. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY'S (IDEQ) IDAHO POLLUTION DISCHARGE ELIMINATION SYSTEM (IPDES) 2022 GENERAL PERMIT FOR DISCHARGES FROM CONSTRUCTION ACTIVITIES (CGP). THE CGP REQUIRES THAT PROJECTS WHICH INTEND TO DISTURB MORE THAN ONE (1) ACRE PREPARE/PROVIDE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). IF THE CONTRACTOR'S MEANS AND METHODS DISTURB MORE THAN ONE (1) ACRE, THE CONTRACTOR SHALL PREPARE A SWPPP AND OBTAIN COVERAGE UNDER THE IDEQ 2022 CGP.
4. ALL EROSION AND SEDIMENT CONTROL BMP'S SHALL BE INSTALLED PRIOR TO THE START OF ANY PROJECT CONSTRUCTION OR EARTH DISTURBING ACTIVITIES AND SHOULD REMAIN IN PLACE UNTIL ALL DISTURBED/EXPOSED AREAS HAVE BEEN STABILIZED AND/OR REVEGETATED.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL ESC MEASURES/STORMWATER BMP'S IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. THIS INCLUDES REGULAR INSPECTION, REPLACEMENT, AND UPGRADING IF NECESSARY UNTIL ALL PROJECT CONSTRUCTION IS COMPLETED AND STABILIZATION IS ACHIEVED PER THE CGP OR AS DEFINED BY THE PROJECT ENGINEER.
6. REFER TO IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY'S 2005 CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES AND THE VALLEY COUNTY STORMWATER ADDENDUM, AVAILABLE ON THE VALLEY COUNTY WEBSITE, FOR FURTHER DETAILS ON BMP IMPLEMENTATION AND INSTALLATION.
7. CONTRACTOR SHALL CONTROL SURFACE DRAINAGE FROM EXCAVATION, BORROW AND WASTE DISPOSAL AREAS AS WELL AS PROVIDE CONTROL STRUCTURES AS NECESSARY TO PREVENT CONTAMINATED RUNOFF FROM LEAVING THE PROJECT SITE.
8. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ONE TIME.
9. STABILIZED CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL ENTRANCES/EXITS TO THE SITE AND CONSTRUCTION STAGING AREAS.
10. CONTRACTOR TO PROVIDE TEMPORARY MEASURES SUCH AS BERM, DIKES, AND DRAINS AS NECESSARY, TO PREVENT RUNOFF FROM FLOWING INTO PIPE TRENCHES DURING CONSTRUCTION.
11. DURING CONSTRUCTION, CONTRACTOR SHALL WATER ALL DISTURBED AREAS AS NECESSARY FOR DUST ABATEMENT.
12. REVEGETATION AND STABILIZATION OF ALL DISTURBED PROJECT AREAS SHALL BE IN ACCORDANCE WITH THE PROJECTS LANDSCAPE DESIGN. IF A LANDSCAPE DESIGN/PLAN IS NOT AVAILABLE, DISTURBED AREAS SHALL BE REVEGETATED WITH A GRASS SEED MIXTURE NATIVE TO THAT AREA.
13. WATTLIES MAY BE USED IN PLACE OF SILT FENCE WHERE DETERMINED APPROPRIATE. SILT FENCE HAS BEEN SHOWN ON THE PROPERTY LINES IN SOME AREAS TO PREVENT ENCROACHMENT ONTO NEIGHBORING PROPERTIES



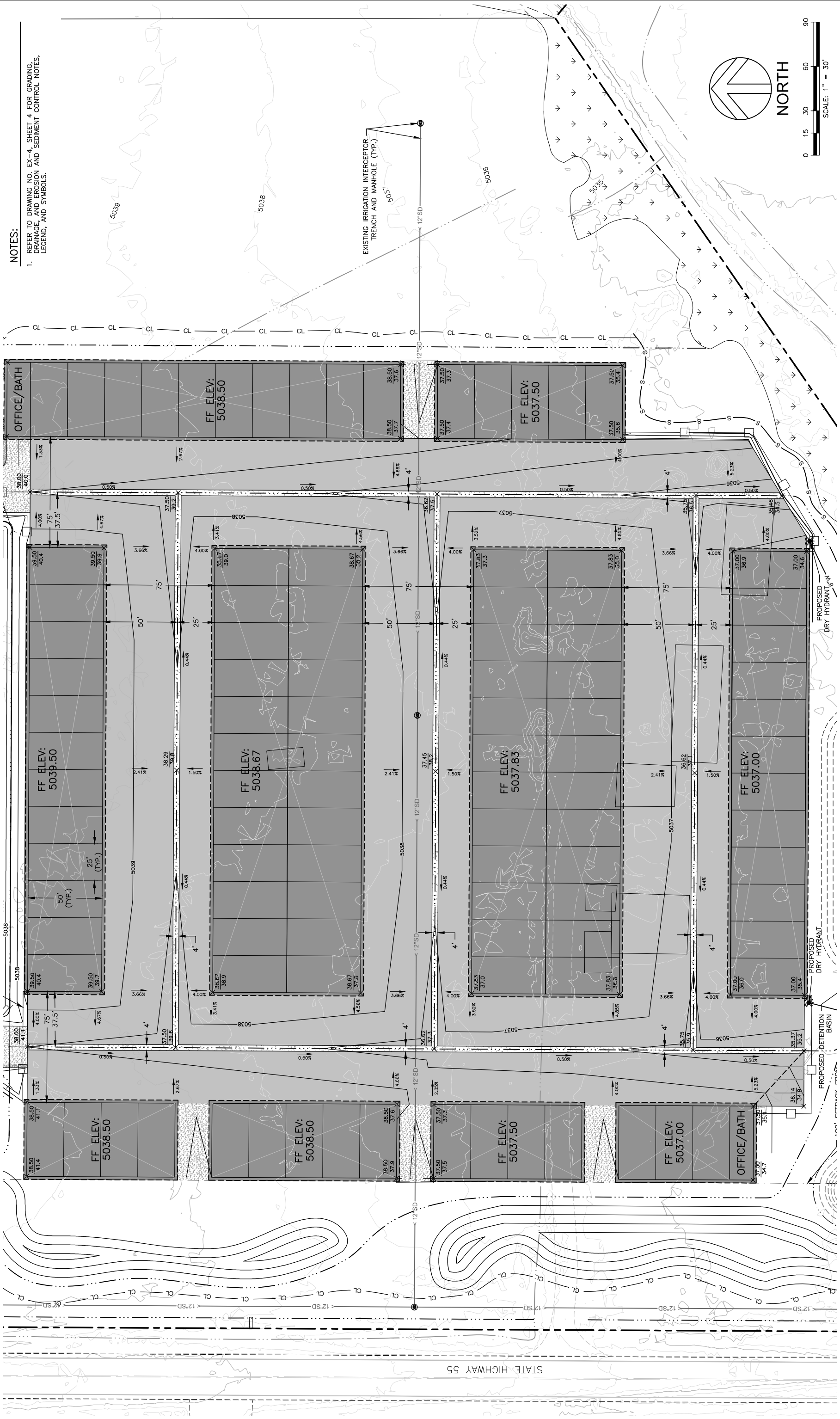
**ROCKY MOUNTAIN STORAGE**  
**VALLEY COUNTY, IDAHO**  
 PRELIMINARY GRADING, DRAINAGE, AND  
 STORMWATER MANAGEMENT PLAN - 1

**CRESTLINE**  
**ENGINEERS**  
 323 DEINHARD LANE, SUITE C · PO BOX 2330  
 McCALL, IDAHO 83638  
 208.634.4140 · 208.634.4146 FAX

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**CONSTRUCTION**

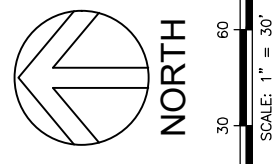
NO.	REVISION	DATE	BY	DESIGN
1.	UPDATED PER VC P&Z COMMISSIONERS REQUEST.	4/8/2026	RFP	RFP/GTT
				DRAWN
				CHECKED
				APPROVED
				GTT

VERIFY SCALE	BAR IS ONE INCH ON FULL SIZE DRAWING
PROJECT	22012
DATE	4/8/2026
DRAWING NO.	EX-4
SHEET NO.	4 OF 7



NOTES:  
 1. REFER TO DRAWING NO. EX-4, SHEET 4 FOR GRADING, DRAINAGE, AND EROSION AND SEDIMENT CONTROL NOTES, LEGEND, AND SYMBOLS.

EXISTING IRRIGATION INTERCEPTOR TRENCH AND MANHOLE (TYP.)



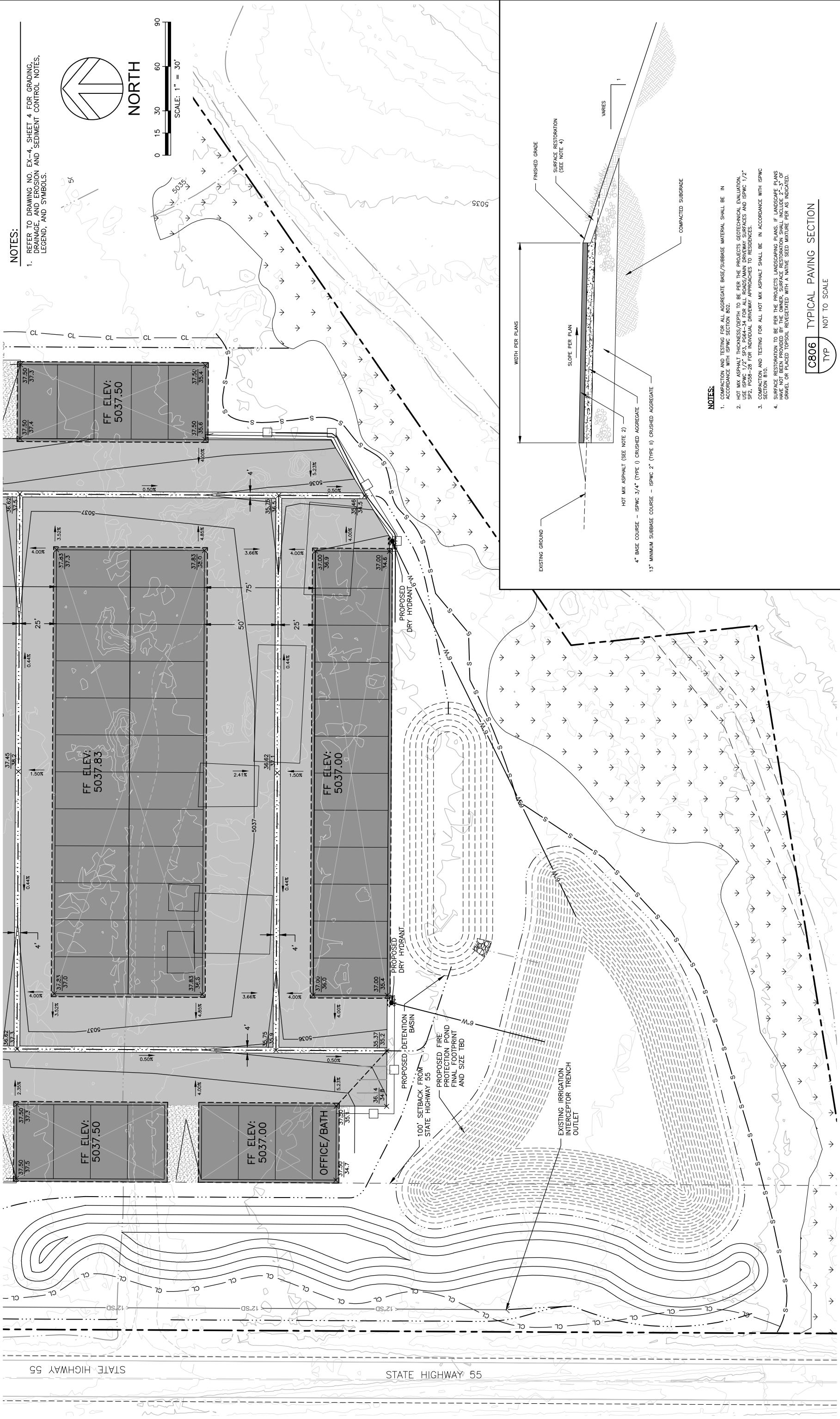
**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 PRELIMINARY GRADING, DRAINAGE, AND STORMWATER MANAGEMENT PLAN - 2

**CRESTLINE**  
 ENGINEERS  
 323 DEINHARD LANE, SUITE C · PO BOX 2330  
 McCALL, IDAHO 83638  
 208.634.4140 · 208.634.4146 FAX

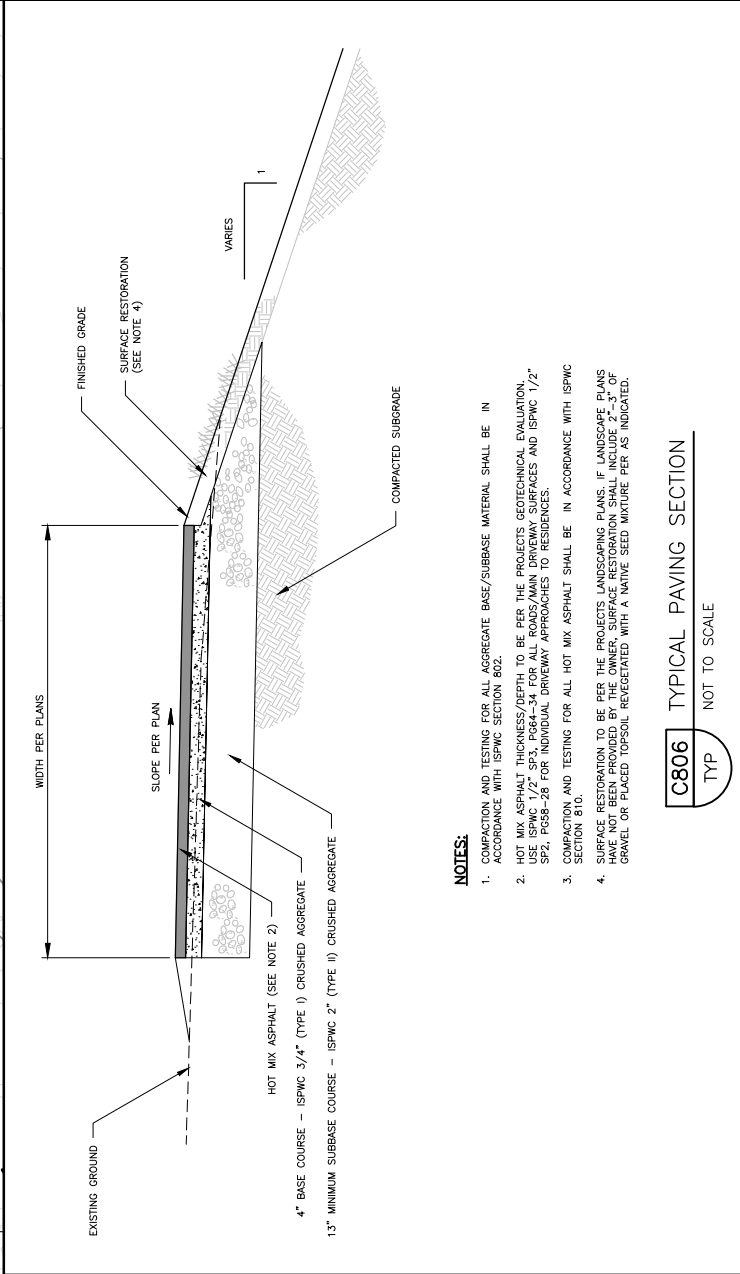
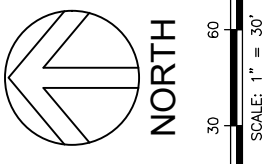
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 NOT FOR CONSTRUCTION

VERIFY SCALE	BAR IS ONE INCH ON FULL SIZE DRAWING
PROJECT	22012
DATE	4/8/2026
DRAWING NO.	SHEET NO.
EX-5	5 OF 7

NO.	REVISION	DATE	BY	DESIGN	RFP/GTT
1.	UPDATED PER VC P&Z COMMISSIONERS REQUEST.	4/8/2026	RFP	DRAWN	RFP
				CHECKED	GTT
				APPROVED	GTT



**NOTES:**  
 1. REFER TO DRAWING NO. EX-4, SHEET 4 FOR GRADING, DRAINAGE, AND EROSION AND SEDIMENT CONTROL NOTES, LEGEND, AND SYMBOLS.



**NOTES:**  
 1. COMPACTION AND TESTING FOR ALL AGGREGATE BASE/SUBBASE MATERIAL SHALL BE IN ACCORDANCE WITH ISPMC SECTION 602.  
 2. HOT MIX ASPHALT THICKNESS/DEPTH TO BE PER THE PROJECT'S GEOTECHNICAL EVALUATION. HOT MIX ASPHALT SHALL BE PER THE PROJECT'S SPECIFICATIONS AND ISPMC 1/2" SP2, P205-26 FOR INDIVIDUAL DRIVEWAY APPROACHES TO RESIDENCES.  
 3. SECTION 810 AND TESTING FOR ALL HOT MIX ASPHALT SHALL BE IN ACCORDANCE WITH ISPMC SECTION 810.  
 4. SURFACE RESTORATION TO BE PER THE PROJECT'S LANDSCAPING PLAN. IF LANDSCAPE PLANS ARE NOT PROVIDED, THE UNDER CONSTRUCTION SHALL UNCOVER 2" OF GRAVEL OR PLACED TOPSOIL REVEGETATED WITH A NATIVE SEED MIXTURE PER AS INDICATED.

**C806 TYPICAL PAVING SECTION**  
 TYP NOT TO SCALE

VERIFY SCALE	BAR IS ONE INCH ON FULL SIZE DRAWING
PROJECT	22012
DATE	4/8/2026
DRAWING NO.	SHEET NO.
EX-6	6 OF 7

**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 PRELIMINARY GRADING, DRAINAGE, AND STORMWATER MANAGEMENT PLAN - 3

**CRESTLINE ENGINEERS**  
 323 DEINHARD LANE, SUITE C · PO BOX 2330  
 McCALL, IDAHO 83638  
 208.634.4140 · 208.634.4146 FAX

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NO.	REVISION	BY	DATE	DESIGN	RFP/GTT
1.	UPDATED PER VC P&Z COMMISSIONERS REQUEST.	RFP	4/8/2026	DRAWN	RFP
				CHECKED	GTT
				APPROVED	GTT

LANDSCAPING NOTES:

- THE EXISTING SITE VEGETATION CONSISTS OF PASTURE/NATIVE GRASSES. EXISTING VEGETATION SHALL BE MAINTAINED TO THE GREATEST EXTENT POSSIBLE DURING PROJECT CONSTRUCTION.
- NATIVE CONIFERS, ASPENS/OTHER DECIDUOUS TREES, AND SHRUBS SHALL BE PLANTED AS SHOWN WITHIN THE PROPOSED PLAN AND WILL INCLUDE A MINIMUM SIZE/NUMBER AS INDICATED.
- CONIFER TREES AS SHOWN WILL BE SPRUCE, PONDEROSA PINE, OR LARCH, AND SHALL BE 6'-8" TALL MINIMUM.
- ASPENS OR OTHER DECIDUOUS TREES WILL POTENTIALLY INCLUDE MAPLE, ASH OR CANADIAN RED CHERRY AND SHALL BE A MINIMUM SIZE OF 5 GALLON. SHOULD IT BE DESIRED BY THE OWNER, DECIDUOUS TREES MAY BE SUBSTITUTED WITH ADDITIONAL CONIFER TREES.
- SHRUBS TO BE NATIVE TO VALLEY COUNTY AND DROUGHT TOLERANT WHERE PRACTICAL. EXAMPLE SPECIES INCLUDE, BUT ARE NOT LIMITED TO, DOGWOOD, SERVICEBERRY, MOUNTAIN SNOWBERRY, MALLOW NINEBARK, SPI-EEA, OR SUMAC. SHOULD ADDITIONAL SPECIES BE DESIRED, THE OWNER WILL COMPLETE SELECTION WITH THE HELP OF A LOCAL NURSERY/LANDSCAPER.
- ALL REMAINING DISTURBED AREAS WILL BE RESEDED USING A SEED MIXTURE MATCHING EXISTING OR A DROUGHT TOLERANT SEED MIXTURE NATIVE TO VALLEY COUNTY.
- ALL LANDSCAPED AREAS WITH THE EXCEPTION OF THE AREAS TO BE REVEGETATED WITH A NATIVE SEED MIXTURE SHALL BE WATERED BY A SPRINKLER/DROP IRRIGATION SYSTEM.
- ALL REMAINING DISTURBED AREAS WILL BE RESEDED USING A SEED MIXTURE MATCHING EXISTING OR A DROUGHT TOLERANT SEED MIXTURE NATIVE TO VALLEY COUNTY.

LEGEND:

- PROPERTY BOUNDARY
- EXISTING CONTOUR
- PROPOSED BUILDING FOOTPRINT
- PROPOSED ROAD/DRM
- PROPOSED CONIFER (17, 6'-8" TALL)
- PROPOSED ASPEN/OT (35, 5 GALLON)
- PROPOSED SHRUB (42, 2 GALLON)
- PROPOSED LANDSCAP
- PROPOSED DRAINAGE

NOTES:

- REFER TO DRAWING NO. EX-4, SHEET 4 FOR GRADING, DRAINAGE AND EROSION AND SEDIMENT CONTROL NOTES, LEGEND, AND SYMBOLS.

**20- Boulders**  
**Drp irrigation to all trees**  
**Dryland seed in all disturbed areas.**

Tree List

Symbol	QTY
NM	7
SH	9
CB	9
PP	11
QA	26
DF	13
<b>Total trees</b>	<b>75</b>

Emerald Lustre® Norway Maple, Size 2.25"

'Snowbird' Snowbird Hawthorn, Size 2"

Starlite® Crabapple, Size 2"

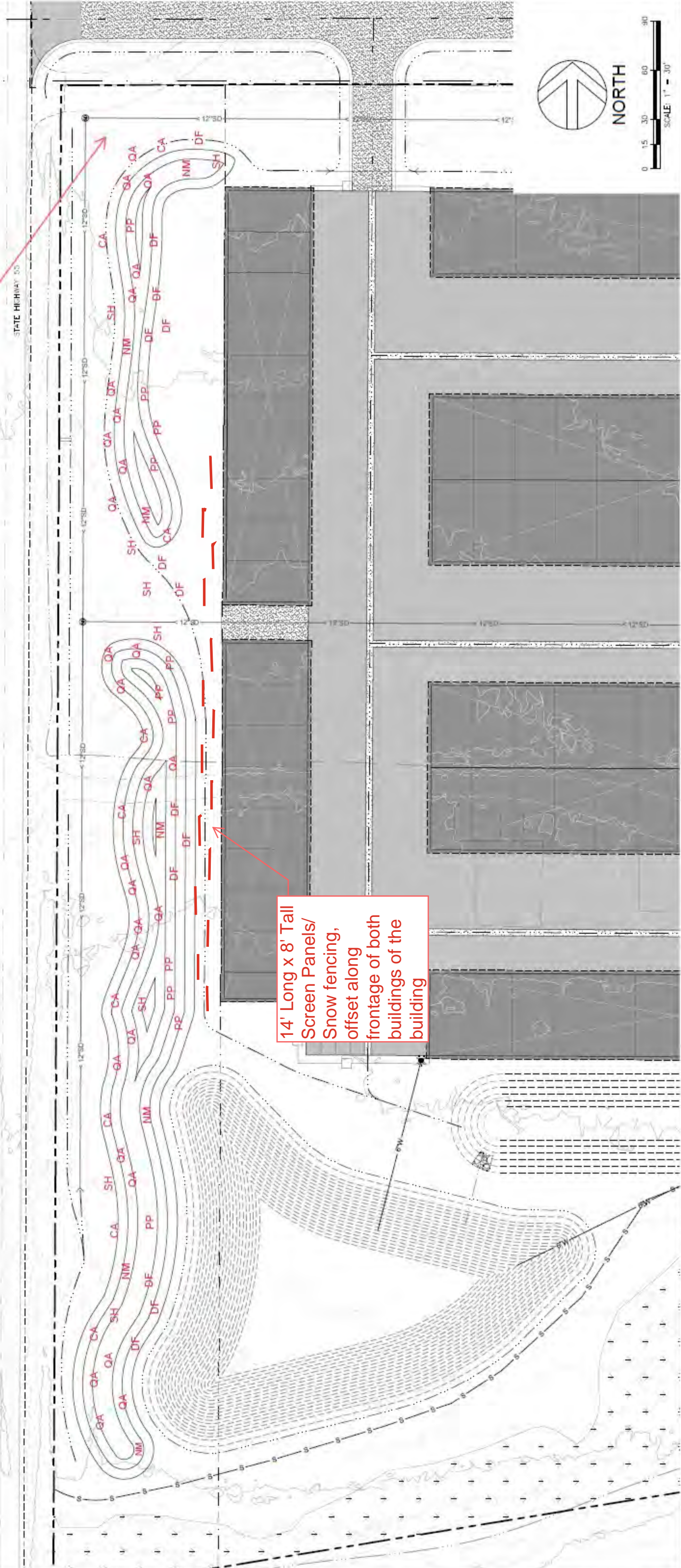
Ponderosa Pine, Size 5'-6' 15

Quaking Aspen, Size 2"

Douglas Fir, Size 5'-6'

Sign Location

14' Long x 8' Tall  
 Screen Panels/  
 Snow fencing,  
 offset along  
 frontage of both  
 buildings of the  
 building



NO.	REVISION	BY	DATE	DESIGN	RFP/PTT
				DRAWN	
				CHECKED	RFP
				APPROVED	GTT
					GTT

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**CRESTLINE**  
 ENGINEERS  
 323 DEINHARD LANE, SUITE C - PO BOX 2330  
 McCALL, IDAHO 83638  
 208.634.4140 · 208.634.4146 FAX

**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 PRELIMINARY LANDSCAPE CONCEPT

VERIFY SCALE	
BAR (SCALE IN CHAIN)	FULL SIZE DRAWING
PROJECT	23012
DATE	7/26/2025
DRAWING NO.	SHEET NO.
EX-7	7 OF 7















On Fri, Apr 10, 2026 at 11:12 AM Matt Parks <[mparks@clarkwardle.com](mailto:mparks@clarkwardle.com)> wrote:

Cynda,

Enclosed are the draft CCRs for the storage facility. The declaration establishes a storage-only condominium regime for the Rocky Mountain Storage Condos project, including ownership structure, use restrictions, access (including the private drive to SH-55), and association governance. It also allocates maintenance responsibilities between the Association and individual unit owners, while preserving flexibility for development, access modifications, and compliance with Valley County and other applicable requirements.

For the development agreement, would this be in line with the Commissioners' comments at the hearing as a condition of approval?

*As a condition of approval, the Applicant shall enter into a Development Agreement with Valley County, in a form acceptable to the Valley County Prosecuting Attorney, which shall be recorded in the real property records of Valley County and run with the land.*

*The Development Agreement shall, at a minimum, provide that: (a) the private access drive serving the Project, including all ingress and egress connections to State Highway 55, shall be constructed, maintained, repaired, and replaced by the owner(s) of the Project or the applicable owners' association in a safe and operable condition at all times; (b) all landscaping, buffering, screening, and visual mitigation improvements installed in connection with the Project, including without limitation any landscaping or screening along State Highway 55, shall be installed, maintained, replaced, and perpetually preserved in accordance with the approved plans; and (c) Valley County shall have the right, but not the obligation, to enforce such maintenance, repair, replacement, and preservation obligations.*

**Matthew C. Parks, of Counsel**

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**CONDOMINIUM DECLARATION FOR  
ROCKY MOUNTAIN STORAGE CONDOMINIUMS**

THIS CONDOMINIUM DECLARATION FOR ROCKY MOUNTAIN STORAGE CONDOMINIUMS (this “**Declaration**”) is made effective as of \_\_\_\_\_, 2026 (the “**Effective Date**”), by \_\_\_\_\_, LLC (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

**1. SECTION 1 – RECITALS**

1.1. **Property Covered.** Grantor is the owner of that certain real property located in Valley County, Idaho, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for Rocky Mountain Storage Condominiums, recorded in the real property records of Valley County Idaho, on \_\_\_\_\_ 2026 as Instrument No. \_\_\_\_\_, Book No. \_\_\_\_\_ of Plats at Pages \_\_\_\_\_, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference (the “**Plat**”).

1.2. **Annexation and Withdrawal of Property.** During the Initial Development Period, Grantor may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval, or signature of any Person or the Association, elect to remove any portion of the Property from (or annex additional real property to) the jurisdiction of this Declaration. In the case of de-annexed property, such property shall be considered de-annexed upon a notice duly recorded in Valley County Recorder’s Office, stating that such de-annexed property has been removed from the jurisdiction of this Declaration. No amendment to this Declaration shall be necessary or required to remove any portion of the Property from the jurisdiction of this Declaration. The removal of any portion of the Property shall not impair access to the remaining Units, shall not impair structural support to the remaining Units or Common Area, and shall not materially increase assessments. Portions of the Property that are removed, pursuant to this section, shall be deemed never to have been part of the Property for economic and governance purposes provided such removal does not impair access, utility service, structural support, or materially alter the relative value or use of any Unit or the Common Area.

1.3. **Storage Use:** Grantor intends to develop the Property with multiple storage condominium buildings (each, a “**Building**” and collectively, the “**Buildings**”) in accordance with the Plat, this Declaration, and the development approvals now or hereafter obtained from Valley County and other governing authorities. The Property, together with the Buildings and every other improvement or structure thereon, and every easement or right appurtenant

thereto, is referred to in this Declaration as the **“Project.”** The Project may be commonly known as the “Rocky Mountain Storage Condos” or the “Rocky Mountain Storage Condominiums”. A complete description of the Buildings and every Unit thereof is provided in the Plat.

**1.4. Purpose:** The purposes of this Declaration are to provide for condominium ownership of the Project pursuant to the Condominium Act, to designate Common Area and Limited Common Area, to create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively **“Restrictions”**).

## **2. SECTION 2 – DECLARATION**

Grantor hereby declares that the Project and every Unit and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality storage condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Unit and portion thereof; (ii) inure to the benefit of the Project and every Unit and portion thereof; and (iii) inure to the benefit of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

Notwithstanding the foregoing, until one hundred percent (100%) of the Property is transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor’s right to complete development of the Property, including any subdivision or re-subdivision of the Property, and to construct improvements thereon, including the Common Areas or any public right-of-way, nor Grantor’s right to post signs incidental to construction, sales, or leasing.

## **3. SECTION 3 – ADDITIONAL DEFINITIONS**

**“Applicable Laws”** means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

**“Articles”** mean the Articles of Incorporation of Rocky Mountain Storage Condo Owners’ Association, Inc., as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Valley County, Idaho.

**“Assessments”** mean the a share of the funds required for the payment of common expenses, including those attributable to less than all Owners in the case of Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same, which, from time to time, are assessed against the Owners, and shall include Regular Assessments, Special Assessments, Transfer Assessments, and Limited Assessments.

**“Association”** means Rocky Mountain Storage Condo Owners’ Association, Inc., an Idaho nonprofit corporation, its successors, and assigns.

**“Association Rules”** means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.9 hereof.

**“Board”** means the duly elected board of directors of the Association.

**“Bylaws”** means the bylaws of the Association, as the same may be amended from time to time in accordance with the provisions thereof.

**“Common Area”** means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by the Grantor or the Association on any portion of the Project by describing such an area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary and/or beneficial to the Project.

**“Condominium”** means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership interest in the Common Area), as set forth on **Exhibit C** attached hereto and incorporated herein by this reference.

**“Condominium Act”** means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

**“Condominium Documents”** means this Declaration, the Plat, the Articles, the Bylaws, the Association Rules, the Management Agreement, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended or supplemented from time to time according to their terms.

**“Grantor”** shall mean \_\_\_\_\_ LLC, an Idaho limited liability company, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor.

**“Lessee”** shall mean any Person leasing all or any part of a Condominium from any Owner.

**“Limited Assessment”** means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement, and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement, and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.6 herein.

**“Limited Common Area”** means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such an area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

**“Management Agreement”** means any agreement and all amendments thereto entered by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation, the Common Area, by the Management Company.

**“Management Company”** means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

**“Member”** means any person or entity holding a membership in the Association.

**“Mortgage”** means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

**“Mortgagee”** means any Person or any successor to the interest of such Person named as the mortgage, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of

an Owner's interest in its Condominium, or successor to the interest of such Owner, is encumbered.

**"Owner"** means any person or entity, including Grantor, at any time owning a Condominium. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings.

**"Person"** means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government subdivision or agency, and any other legal entity.

**"Regular Assessment"** means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.4 herein.

**"Special Assessment"** means that portion of the costs of capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.5 herein.

**"Transfer Assessment"** has the meaning set forth in Section 9.7 herein.

**"Unit"** means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; and (d) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; and (F) pipes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit, provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit.

#### **4. SECTION 4 – NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1. Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium for purposes of

Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit C.

- 4.2. **Title.** Title to a Condominium may be held or owned by any Person and in any way title to any other real property may be held or owned in the State of Idaho.
- 4.3. **No Further Division.** No Owner may divide, adjust, or further condominiumize such Owner's Condominium without the prior written approval of the Association, Valley County, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Valley County, and otherwise comply with all Applicable Laws.
- 4.4. **Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of such a Condominium, may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.
- 4.5. **Partition of Common Area Not Permitted.** The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.
- 4.6. **Taxes and Assessments.** Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

4.7. **Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration; provided, however, that no action described in this Section 4.7 shall require access through another Unit to be completed.

## 5. SECTION 5 – EASEMENTS

5.1. **Easements for Encroachments.** If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising, or shifting of the earth under the Buildings, or by changes in position caused by repair or reconstruction of the Buildings or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to encroach on the Common Area deliberately and intentionally without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Owner.

5.2. **Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Except in the case of an emergency, the Association shall notify Owners a minimum of forty-eight (48) hours prior to accessing a Unit under the easement granted hereunder. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all

of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's Lessees, invitees, or licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired, and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

- 5.3. **Owner's Right to Support.** Each Owner shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium.
- 5.4. **Ingress/Egress Easement.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area (as shown in Exhibit B) necessary for access to that Owner's Condominium and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.
- 5.5. **Association's Right to Use of Common Area.** The Association shall have the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain storage facilities in the Common Area for use by the Association.
- 5.6. **Grantor's Right Incident to Construction.** Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon, and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Buildings and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Lessees, invitees, or licensees.
- 5.7. **Certain Easements Benefit Valley County.** The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by Valley County. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of Valley County.
- 5.8. **Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon

all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by Valley County. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of Valley County.

Each Owner expressly acknowledges that the Association and Valley County shall each have one master key capable of accessing all doors connected to the common security system of any of the Buildings. Each Owner expressly covenants and agrees to notify the Association prior to re-keying any lock in the Buildings, and also covenants and agrees to use a locksmith approved by the Board.

5.9. **Recorded Easements.** The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

5.10. **Easements for Annual Inspection.** Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of the Condominium Documents. The Association shall notify Owners a minimum of forty-eight (48) hours prior to accessing Units under the easement granted hereunder.

5.11. **Easements Deemed Created.** All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.12, even though no specific reference to such easements or to those Sections appear in any such conveyance.

**5.12. Primary Access Easement (State Highway 55)**

5.12.1. Establishment of Primary Access. The Project is served by a private access drive (the "Access Drive") providing ingress and egress between the Project and State Highway 55 ("SH-55"). The Access Drive may be located within the Common Area and/or within one or more easement areas benefiting the Project, as shown on the Plat or established by separate recorded instrument (collectively, the "Access Easement").

5.12.2. Appurtenant Easement Rights. Each Owner, together with such Owner's tenants, invitees, licensees, and guests, is hereby granted a perpetual, non-exclusive easement for vehicular and pedestrian ingress, egress, and access over, upon, and across the Access Drive and the Access Easement for the purpose of access to and

from such Owner's Unit and the Project. Such easement shall be appurtenant to and shall run with each Unit.

- 5.12.3. Nature of Access; No Guarantee of Direct Highway Access. Each Owner acknowledges that access to SH-55 is subject to the jurisdiction and regulatory authority of the Idaho Transportation Department ("ITD") and Valley County. The Access Drive and Access Easement constitute the sole and exclusive legal access serving the Project unless otherwise established by recorded instrument. No Owner shall have any independent right of direct access to SH-55 except as may be expressly permitted by Applicable Law and approved by ITD.
- 5.12.4. Compliance with Governmental Requirements. All use of the Access Drive and Access Easement shall comply with all Applicable Laws, including without limitation any permits, conditions of approval, access management requirements, or design standards imposed by ITD or Valley County. The Association and Owners shall not take any action that would violate or cause non-compliance with such requirements.
- 5.12.5. Modification or Reconfiguration of Access. The Access Drive and Access Easement may be relocated, modified, reconfigured, consolidated with adjacent access points, or otherwise altered by the Grantor during the Initial Development Period, or thereafter by the Association, as may be required or approved by ITD or Valley County, provided that reasonable legal and physical access to all Units is maintained at all times, such modification does not materially impair access to any Unit, and any such modification is documented by a recorded instrument if required. No Owner consent shall be required for any such modification that complies with this Section.
- 5.12.6. Maintenance and Cost Allocation. Unless otherwise provided in the Condominium Documents or a separate recorded agreement, the Access Drive shall be maintained, repaired, replaced, and operated by the Association as part of the Common Area, and the costs thereof shall be allocated as a Common Expense. The Association may adopt reasonable rules governing use, including restrictions on parking, loading, vehicle types, and circulation.
- 5.12.7. Shared Access / Third-Party Rights. The Access Drive and Access Easement may be subject to shared use with adjacent properties pursuant to recorded easements or agreements. The Association is authorized to enter into, amend, or terminate such agreements, including access, maintenance, cost-sharing, and use agreements, as it deems reasonably necessary or appropriate, provided that such agreements do not materially impair access to the Units.
- 5.12.8. No Obstruction. No Owner or occupant shall obstruct, block, or interfere with the use of the Access Drive or Access Easement. Parking or storage of vehicles or materials within the Access Drive is prohibited except as may be expressly permitted by the Association.

5.12.9. Priority of Governmental Authority. In the event of any conflict between this Declaration and any requirement imposed by ITD or Valley County relating to access to SH-55, the requirements of ITD or Valley County shall control.

## 6. SECTION 6 – DESCRIPTION OF CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Valley County, Idaho, in the following manner:

Condominium Unit \_\_\_\_\_ as shown on The Plat of Rocky Mountain Storage Condos filed in Book \_\_\_\_\_ of Plats, at Pages \_\_\_\_\_ through \_\_\_\_\_, as Instrument No. \_\_\_\_\_, official records of Valley County, Idaho, as the same may be amended or supplemented from time to time, and as defined in the Condominium Declaration for Rocky Mountain Storage Condominiums, recorded as Instrument No. \_\_\_\_\_, official records of Valley County, Idaho, as the same may be amended or supplemented from time to time.

Such a description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or supplements thereto, whether so specified in the instrument.

## 7. SECTION 7 – USES AND REGULATION OF USES

7.1. **Storage Purposes.** The Units shall be used solely for the passive activity of storing personal property in accordance with the terms of this Declaration and Applicable Law. No portion of a Unit shall be used at any time for any wholesale or retail activity; provided, however, an Owner may lease its Unit to a third party to be used by the third party for the passive activity of storing personal property. It is the explicit purpose of the Project that the Units shall be used and maintained as a first-class storage facility for the mutual benefit of each of the Owners. All permitted activities are incidental and subordinate to the primary use of the Unit for storage and shall not constitute a separate or independent use.

7.1.1. A requirement that the facility should remain a Storage Group S-1 occupancy, limited to the uses of an S-1 occupancy, as defined by International Building Code (“IBC”), except that the occupancy classification of an individual storage unit may be changed by an Owner if first approved by the Board and then approved by Valley

County through the approval of a tenant improvement permit and an occupancy permit.

7.1.2. Each Owner shall receive, at a minimum, occupancy permits from Valley County following the transfer of ownership.

7.1.3. If any improvements are proposed within the Unit, the Owner shall be required to obtain tenant improvement permit approval from Valley County prior to construction.

7.2. **Permissible Uses.** The following are deemed permissible uses of Units to the extent performed in conjunction with the passive activity of storage:

7.2.1. **Maintenance.** An Owner engaging in routine maintenance on any boat, automobile, truck, recreational vehicle, other vehicle, and/or other equipment which is stored within the Unit; provided, however, that no such routine maintenance may be engaged in for pecuniary benefit. No such routine maintenance shall be conducted outside the Unit and all waste generated by such routine maintenance, including but not limited to gasoline, oil, other petroleum products and byproducts, anti-freeze, petroleum cleaning products, cleaning rags and containers, shall be fully removed from the Unit and the Project at the end of every routine maintenance session.

7.2.2. **Inventory Turnover and Assessment.** Any Owner may utilize the Unit for the storage of any permissible item of inventory and/or supplies used in a lawful trade or business, may add to or withdraw from storage such inventory and/or supplies, or any part thereof, as, and when required, and may take count of such inventory and/or supplies at all such times as deemed necessary by such Owner.

7.2.3. **Business and Personal Records.** An Owner may utilize the Unit for the storage of any business and personal records, and any Owner may conduct such reviews of such records as deemed necessary by such Owner.

7.2.4. **Hobby Welding.**

7.2.4.1. Subject to the conditions set forth in this Section, the Association may permit non-commercial hobby welding and incidental metal fabrication activities ("Hobby Welding") to be conducted within a Unit by the Owner or an Authorized User. All Hobby Welding shall be conducted in full compliance with all Applicable Laws, including without limitation all applicable federal, state, and local laws, and any fire, building, electrical, mechanical, or safety codes, standards, or regulations applicable to the Project as adopted or enforced by

Valley County or any other authority having jurisdiction, together with all required permits and inspections. Notwithstanding the foregoing, the Board may impose additional requirements, condition or revoke permission for Hobby Welding, or prohibit such activities altogether, to the extent reasonably necessary to comply with applicable law, fire or safety requirements, or the requirements or limitations of the Association's insurance coverage.

- 7.2.4.2. No Hobby Welding shall occur unless the Unit is equipped and maintained with, at a minimum: (a) an operational ABC-rated fire extinguisher of adequate size readily accessible within the Unit; (b) appropriate spark containment and shielding to prevent the escape of sparks, slag, or molten material beyond the Unit; (c) proper ventilation sufficient to prevent the accumulation of smoke, fumes, or gases within the Unit or Common Area; and (d) compliance with any additional fire safety measures reasonably required by the Board or the Association's insurer.
- 7.2.4.3. Hobby Welding shall be conducted in a manner that does not: (a) create excessive noise, vibration, smoke, odors, glare, or light emissions detectable outside the Unit; (b) interfere with the quiet use and enjoyment of other Units or the Common Area; or (c) endanger persons or property. The Board shall have sole discretion to determine whether a nuisance or unsafe condition exists.
- 7.2.4.4. The following are expressly prohibited without prior written approval of the Board: (a) cutting, welding, or fabrication involving hazardous, flammable, or explosive materials beyond those customarily associated with small-scale hobby welding; (b) use or storage of compressed gases, fuels, or chemicals in quantities exceeding code-allowed limits for the Unit; or (c) plasma cutting, industrial arc gouging, or other high-heat processes producing excessive sparks or emissions.
- 7.2.4.5. Any Owner permitting Hobby Welding within a Unit shall: (a) maintain liability insurance covering welding-related risks in amounts reasonably required by the Association; and (b) indemnify, defend, and hold harmless the Association, the Board, and other Owners from any loss, damage, claim, liability, or expense arising out of or related to Hobby Welding activities, except to the extent caused by the gross negligence or willful misconduct of the Association.
- 7.2.4.6. The Board may adopt reasonable rules, require inspections, impose additional safety requirements, or suspend or revoke permission for Hobby Welding within a Unit upon a determination that such activity: (a) violates this Declaration; (b) presents an increased risk to persons or property; (c)

jeopardizes the Association's insurance coverage; or (d) constitutes a nuisance or hazard.

7.2.4.7. The allowance of Hobby Welding under this Section shall not be deemed a waiver of any other provision of this Declaration or of the Association's right to enforce the same.

7.3. **Prohibited Uses.** The following uses are expressly prohibited:

7.3.1. **Retail or Wholesale Outlet.** No Owner shall use any Unit as a retail or wholesale outlet for the sale of goods or services to any third party, and no Owner may permit potential customers of such goods or services to enter the Project for such purpose. Notwithstanding the foregoing, nothing herein shall prohibit the owner of an item of personal property held for personal use, such as a boat, automobile, truck, recreational vehicle, or other personal vehicle from showing such item for sale while in storage in a Unit on a casual basis only.

7.3.2. **Manufacture or Assembly.** No Owner shall utilize any Unit as a place of manufacture or assembly of any item or combination of items, however characterized, or conceived, for sale or resale to third parties.

7.3.3. **No Business Activities.** No Owner shall utilize any Unit as a place of business, whether primary or secondary, for the conducting of repair or maintenance activities and/or services of any sort, however characterized or conceived, for pecuniary benefit.

7.3.4. **Noxious Activity.** No Owner shall use any Unit so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, the precise levels of which shall be determined by the Board, in its reasonable opinion, and which may be more restrictive than levels established by any Applicable Law.

7.3.5. **Hazardous Substances.** No Owner shall cause or permit any Hazardous Substance (as defined below) to be used, stored, generated, released, handled or disposed of on or in any Unit in violation of Applicable Law, or otherwise in violation of any rules relating to the same as adopted by the Board from time to time, which rules may be more restrictive than those established by any Applicable Law; provided, however, that any fuels or other liquids contained within any boat, mobile home, motor home, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within a Unit shall be deemed permitted even if so defined, so long as such fuels or other liquids are necessary for the operation thereof and are lawfully contained within such item of personal property for such purpose. Except as otherwise expressly provided herein, as used herein, the term "**Hazardous Substance**" shall include all flammable materials, explosives, radioactive materials,

hazardous wastes, toxic substances, or other hazardous materials, including without limitation, substances defined as “hazardous substances,” “hazardous materials,” “hazardous wastes” or “toxic substances” in any Applicable Law or in any guideline pertaining to health, industrial hygiene, or the environment, whether now or hereinafter promulgated. Notwithstanding the foregoing, the term “Hazardous Substances” shall not include commercially available fuels, compressed gases, welding rods, shielding gases, or other materials customarily and reasonably used in connection with hobby welding activities conducted within a Unit, provided that all of the following conditions are strictly satisfied:

7.3.5.1. Quantity Limitation. Such materials are maintained only in quantities reasonably necessary for non-commercial, hobby use and not for industrial, commercial, or bulk storage purposes.

7.3.5.2. Proper Storage. All such materials are stored, handled, and used in strict accordance with (i) manufacturer specifications and safety data sheets (SDS), and (ii) all applicable federal, state, and local laws, codes, and regulations, including (without limitation) fire codes and building codes.

7.3.5.3. Safety Compliance. Appropriate safety measures are implemented and maintained within the Unit, including, as applicable, proper ventilation, fire-resistant surfaces, and readily accessible fire suppression equipment.

7.3.5.4. No Nuisance or Hazard. The storage and use of such materials does not create a risk of fire, explosion, or other hazard to other Units or the Common Area, and does not constitute a nuisance or violate any other provision of this Declaration or the rules and regulations.

7.3.5.5. Board Authority. The Association shall have the right, upon reasonable notice, to require an Owner to demonstrate compliance with this subsection and to require removal of any materials or cessation of any activity that, in the Board’s reasonable discretion, presents a safety risk or violates this Declaration.

**7.3.6. High Piled Combustible Storage.** No Owner shall store combustible materials in violation of Applicable Law or otherwise in violation of any rules relating to the same as adopted by the Board from time to time, which rules may be more restrictive than those established by any Applicable Law. Without limiting the generality of, and subject to, the foregoing, no Owner shall store combustible materials in closely packed piles or on pallets or on racks or on shelves where the top of that high piled storage is greater than twelve (12) feet in total height, and if the high piled combustible materials also include certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar products, then that high piled storage use shall be limited to six (6) feet of total high piled height.

- 7.3.7. **Residential Use.** No Owner shall use Unit, or permit another to use such Unit, for residential purposes, permanent or temporary. No Unit shall be used for residential, sleeping, or overnight occupancy purposes.
- 7.3.8. **Animals.** No Owner shall use any Unit to shelter any animal, whether that animal is a pet, and whether such shelter is permanent or temporary. "Shelter" shall mean any event where an animal is left in a Unit unattended for any period.
- 7.3.9. **Leash Regulation.** Animals belonging to an Owner or their guests must be kept on a leash and under the control of the animal's owner. All animal owners must pick up animal waste and dispose of the waste by removing the same from the Project.
- 7.3.10. **Unit Rental** The Owner of a Unit, including the Grantor, a mortgagee in possession, or any successor in interest thereto, may lease or rent a Unit for a term of not less than thirty (30) days, subject to the limitation that any such lease or rental agreement shall be in writing and by its terms shall provide that such lease or rental agreement and the Lessee thereunder are subject, in all respects, to the Condominium Documents. Any such lease or rental agreement shall provide that any failure by the Lessee to comply with the terms contained in said documents shall be a fault under the terms of said lease or rental agreement and shall be a basis for termination thereof. The Association shall approve the form of all lease and rental agreements to ensure compliance with the provisions hereof. Each Owner shall notify the Association in writing within (5) business days following the execution of any lease or rental agreement covering a Unit, of the identity, telephone number(s) and addresses of each Lessee and of the duration of the lease/rental agreement. The Owner of a Unit leased or rented shall always be responsible for and liable to the Association and other Owners for all acts and omissions of its Lessee, including but not limited to fines and Assessments levied against the Unit and its Owner based on the Lessee's use violations of the Condominium Declarations. **IN ADDITION, ALL AGREEMENTS FOR THE LEASE OR RENTAL OF A UNIT SHALL INCLUDE, AS AN INCORPORATED EXHIBIT THERETO, A COPY OF THIS DECLARATION, AS THE SAME MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME.**
- 7.3.11. **Vehicle Parking.** Parking or storing any motor vehicle at any location within the Property, outside of the boundaries of a Unit or a designated parking space, is strictly prohibited. No motor vehicle shall obstruct in any fashion the free passage of vehicles or pedestrians to and from every other Unit. Owners or guests may park vehicles within their respective Units at any time without limitation. Short-term parking immediately in front of a Unit is permitted for normal day-to-day use of the Unit, including loading or unloading, visiting, or working inside the Unit, so long as the vehicle does not block another Owner's access or the common drive lanes. Such parking may continue for the duration of the Owner's or guest's active presence at

the Unit but shall not be used for overnight or long-term vehicle storage. Overnight parking exceeding twenty-four (24) hours in front of a Unit is prohibited unless authorized in writing by the Board. Parking elsewhere on the Property outside the boundaries of a Unit and not directly in front of that Unit is limited to two (2) consecutive hours for loading, unloading, or short-term access only. Any vehicle parked beyond that limit is considered improperly parked or stored. All vehicles parked outside of a Unit must be operable, lawfully registered, and maintained in a neat and safe condition. For purposes of this Section 7.3.11, a vehicle (including boats, motorcycles, snowmobiles, or recreational equipment) is deemed "stored" when it is left outside a Unit in violation of the time limits or in a manner that appears abandoned or interferes with access or the appearance of the Project, as determined by the Board in its reasonable discretion. The Board may require the immediate removal of any inoperable, unregistered, obstructive, or improperly parked vehicle or other personal property left outside of a Unit. If not promptly removed by the responsible Owner, the Board may cause removal at the Owner's risk and expense.

**7.3.12. Driving Areas and Walkways.** Driving areas, walkways and corridors within the Common Area shall be used exclusively for normal transit, other than during the process of entering or leaving a Unit, and no obstructions shall be placed within the Common Area except by express written consent of the Association.

**7.3.13. Signs.** No sign of any kind shall be displayed from the exterior of any Unit or from the Common Area without the prior written consent of the Board.

**7.3.14. Exterior Appearance.** No Owner shall be permitted to alter, in any fashion, the Common Area, including the exterior finish of the exterior surfaces of the walls surrounding a Unit, and exterior surfaces of the doors, which are part of the Common Area.

**7.3.15. Trash Collection.** All trash and trash collection from a Unit shall be the responsibility of the Owner, and no trash shall be permitted to be stored inside or outside of the Unit(s). Each Owner shall be solely responsible for his or her trash produced by the Owner from permitted uses within the Unit, which shall be promptly removed from the Project by the Owner.

**7.3.16. Units for Sale or Lease and Realtor Signage.** All "Unit for Sale or Lease" signage placement requests shall be approved, prior to placement on the Property, by the Board. The Board shall designate the landscaping areas for "Unit for Sale or Lease" sign placement locations. Each Owner may request One (1) sign per "Unit for Sale or Lease" to be placed in the designated area within the Common Area. Approved "Unit for Sale or Lease" signs shall not exceed 2'(W) by 4'6"(H) and shall be constructed of a metal material in a workmanship like manner and be in good physical and aesthetic condition. The approved signage shall demonstrate "Unit for Sale or Lease". The use

of mobile signs or portable signs; balloons, flags, wiggle flags or kite style signs, inflatable signs, signs which produce odors, sound, smoke, flame or other emissions, signs which imitate or simulate official signs, or which use yellow or red blinking or intermittent lights resembling danger or warning signals; signs with lights; roof signs and billboards are prohibited. The approved "Unit for Sale or Lease" signage shall be removed by the Owner within seventy-two (72) hours of the sale or the cancellation or termination thereof. Liability for damage and/or destruction of the Common Area by the signage, installation, or removal shall be the sole responsibility of the Owner. Reasonable efforts shall be made by the Board to notify a Owner of a sign that fails to comply with the terms contained herein prior to the removal of the signage. The Board reserves the right to have any unauthorized or non-conforming signage removed, without notification, at the Owner's sole and separate cost. It shall be the Owner's sole responsibility to ensure that, prior to placement, that all approved "Unit for Sale or Lease" signage conforms to Applicable Law.

**7.3.17. Commercial or Industrial Welding Prohibited.** Hobby Welding is permitted solely for personal, non-commercial purposes, subject to the provisions of Section 7.2.4. The operation of a welding, fabrication, or metalworking business open to the public, employing non-Owners, generating regular customer traffic, or conducted for compensation is expressly prohibited unless specifically approved in writing by the Board as a permitted commercial use under this Declaration.

**7.4. Maintenance of Interiors and Limited Common Area.** Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, floors, ceilings, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in connection with the Unit in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area.

**7.5. Prohibition of Damage and Certain Activities.**

**7.5.1.** No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner's Lessees, invitees, or licensees, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's Lessees, invitees, or licensees.

- 7.5.2. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells, or other sound devices, or flashing lights or search lights within the Project without the Board's approval.
- 7.5.3. Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.
- 7.5.4. Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.
- 7.5.5. Owners shall not do or permit anything to be done in or about any Unit or in the Common Area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.
- 7.5.6. Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Lessees in the Buildings, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Buildings.
- 7.6. **No Hazardous Activities.** No activities shall be conducted on the Project, which are or might be unsafe or hazardous to any Person or property including, without limitation, any fires, and/or the discharge of firearms.

**7.7. Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. If the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.8. Construction and Structural Alterations.** It is the concurrent responsibility of Grantor, the Association, and each Owner to ensure the continuing structural integrity and code compliance of each of the Buildings. The construction characteristics of the Buildings do not permit the addition of loads except as specifically engineered and approved in advance in accordance with the International Building Code (“IBC”), applicable fire and life-safety codes, and this Declaration.

**7.8.1. General Limitation.** Subject to the provisions of this Section, an Owner may make alterations to the interior of such Owner’s Unit at the Owner’s sole cost and expense, provided that no such alteration shall adversely affect the Common Area, any fire-resistive assembly, any Building system, or the structural integrity of any Building. The Board shall provide specifications concerning permissible interior alterations, and no alterations shall be made except in compliance with such specifications and this Declaration.

**7.8.2. Mandatory Prior Board Approval.** Notwithstanding anything herein to the contrary, prior written approval of the Board is required before any Owner undertakes, permits, or causes any of the following within a Unit:

7.8.2.1. Installation or modification of any load-bearing structure, including without limitation lofts or mezzanines;

7.8.2.2. Any electrical panel or service changes;

7.8.2.3. Any fire sprinkler or fire suppression system modification;

7.8.2.4. Any penetration through a fire-rated wall, floor, or ceiling assembly; or

7.8.2.5. Any alteration that impacts egress, ventilation, fire protection, or life-safety systems.

Any work performed without required approval constitutes a material violation of this Declaration.

**7.8.3. Submittal Requirements for Approval.** As a condition to Board approval, the Owner shall submit complete, Idaho-licensed design professional stamped

engineering plans (as applicable) demonstrating compliance with the IBC, fire code, and this Declaration. The Board may require additional supporting materials reasonably necessary to verify structural capacity, fire protection integrity, and life-safety compliance.

**7.8.4. Governmental Permits.** For any work described in subsection 7.8.2, the Owner must obtain all required permits from Valley County prior to commencement of work and shall provide copies of issued permits to the Association upon request. No Board approval authorizes work that is not properly permitted.

**7.8.5. Maximum Loft/Mezzanine Standards.** Unless the Board adopts more restrictive written standards, the following shall apply:

7.8.5.1. Maximum Area: Loft or mezzanine area shall not exceed thirty percent (30%) of the Unit floor area.

7.8.5.2. Minimum Headroom: Minimum clear headroom beneath and above any loft or mezzanine walking surface shall be not less than 7 feet unless otherwise approved by the Board and permitted by code.

7.8.5.3. Design Live Load: All lofts and mezzanines shall be engineered for a minimum live load of 50 pounds per square foot (psf) (or such higher standard as required by the IBC or the project structural design criteria).

7.8.5.4. No Roof or Frame Overstress: Engineering must demonstrate no overstress of the Building slab, frame, walls, or roof system.

**7.8.6. Stairs and Ladder Standards.** Access to any loft or mezzanine shall comply with the following:

7.8.6.1. Permanent stairs are required where mandated by applicable code;

7.8.6.2. Where ladders are permitted by code and approved by the Board, they must be commercial-grade, permanently affixed, and designed for the intended load;

7.8.6.3. Stairs shall have compliant rise/run geometry, handrails, and landings per the IBC;

7.8.6.4. No pull-down attic ladders or temporary access devices are permitted unless expressly approved in writing by the Board and allowed by code.

**7.8.7. Post-Construction Deliverables.** As a condition of continued approval, any Owner performing work described in subsection 7.8.2. shall, within thirty (30) days after completion, deliver to the Board:

7.8.7.1. Final inspection approvals from Valley County (if applicable);

7.8.7.2. Engineer or contractor certification of compliance (if required by the Board); and

7.8.7.3. As-built drawings accurately depicting the installed improvements.

Failure to timely provide such materials constitutes a violation of this Declaration.

**7.8.8. Notice of Improvements.** Each Owner shall notify the Board of any improvements to the Unit costing more than \$5,500.00, whether or not Board approval is otherwise required.

**7.8.9. Owner Liability.** Any Owner who makes or permits alterations to a Unit shall be strictly liable for all resulting damage to any Building, Unit, or Common Area and shall, upon demand, reimburse the Association for all costs incurred in reviewing, correcting, repairing, or enforcing compliance with this Section.

**7.8.10. Rulemaking Authority.** The Board may adopt and amend reasonable architectural, structural, and safety rules consistent with this Section and the IBC, which rules shall be binding upon all Owners.

**7.9. No Smoking.** The Project is hereby designated as “smoke-free,” and no smoking of any kind is allowed at the Project, including without limitation “vapor” smoking. Notwithstanding the foregoing, the Board may from time-to-time designate certain outdoor areas of the Project as “Permitted Smoking Areas,” in which event smoking shall be allowed only in such designated areas. Notwithstanding the prohibition contained in this Section, neither Grantor nor the Association guarantees a smoke-free environment at the Project or any portion thereof.

**7.10. Right to Enjoy and Use Units.** Each Owner shall be entitled to use and enjoy the Owner’s Unit for its intended purpose, and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner’s Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner’s Unit for any uses not allowed under Valley County Code, or otherwise limited by this Declaration or any other Condominium Documents.

## **8. SECTION 8 – ROCKY MOUNTAIN STORAGE CONDO OWNERS’ ASSOCIATION**

- 8.1. Creation and Designation of Association.** Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the “management body” of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association’s management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or changed or interpreted to conflict with this Declaration.
- 8.2. Membership.** Every Owner shall be entitled to be a Member of the Association. No Person or entity other than an Owner may be a Member of the Association, and the Articles and/or Bylaws of the Association shall so state, and, in addition, shall state that the membership in the Association shall not be transferred except in connection with the transfer of a Condominium; provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan, secured by a lien on a Condominium or to any person, entity, or organization that has assumed, by contract or otherwise, liability for paying assessments of an Owner.
- 8.3. Voting Rights in the Association.** Each Owner shall be entitled to the number of votes allocated to each Owner’s Unit, as identified on Exhibit C. When more than one (1) Person is the Owner of any Unit, all such Owners shall be Members, but all such Members shall only be entitled to the number of votes established for such Unit. If the Owners of a Unit cannot agree among themselves as to how to cast their votes on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Unit, it will thereafter be presumed for all purposes that the Owner was acting the authority and consent of all other Owners with whom such Owner shares the Unit, unless objection thereto is made by an Owner of that Unit to the Person presiding over the meeting at the time the vote is cast. If more than the number of allocated votes is cast for any particular Unit, none of such votes shall be counted and all such votes shall be deemed null and void other than to determine whether a quorum exists.

**Notwithstanding the foregoing, or anything in this Declaration to the contrary, until the termination of the Initial Development Period, defined in Section 18 below, Grantor shall have the exclusive right, power, and authority to appoint and elect the Board and otherwise manage the affairs of the Project and the Association, until the termination of the Initial Development Period. Until the termination of the Initial Development Period, Members, other than Grantor, shall not be entitled to any voting rights set forth in this Section 8.3, and Grantor shall be the “management body” of the Project, as provided in the Condominium Act.**

- 8.4. **Member Meetings.** The Association shall hold an annual meeting of the Members and periodic special meetings of the Members as set forth in the Bylaws.
- 8.5. **Proxies.** A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws (and shall and does give the Grantor a proxy which is coupled with Grantor's interest in the Project and is irrevocable during the Initial Development Period, as more fully set forth in Section 18.2 hereof); and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of membership shall be void and shall not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any Person that has assumed, by contract or otherwise, liability for paying Assessments of any Owner.
- 8.6. **Board of Directors.** The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to fill vacancies and to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion. After the Initial Development Period, the Owners have the right to elect, remove, and replace directors as provided in the Bylaws.
- 8.7. **Delegation of Authority.** The Board may, at any time and from time-to-time, delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including (without limitation) the Management Company.
- 8.8. **Powers of the Association.** The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:
- 8.8.1. **Assessments.** The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including (without limitation) the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent, and the right and power to enforce the obligations of the Owners to pay each Assessment or charge provided for in the Condominium Documents.
- 8.8.2. **Right of Enforcement.** The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action,

including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes: The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, altered, or maintained in violation of the Condominium Documents. If such improvements are in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.8.3. The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder. The right to authorize variances from the requirements of this Declaration when required by Applicable Law or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.9. **Association Rules.** The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; and (b) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed, or otherwise delivered to each Owner.

8.10. **Emergency Powers.** The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Each Owner understands and acknowledges that Valley County and the Association shall have and possess a master key to all locks in the Buildings

and/or on the Project. Each Owner further agrees to notify the Board before changing any lock and only to employ a locksmith approved by the Board, to ensure that the master key system may be preserved.

- 8.11. **Operation and Maintenance of Common Area.** The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area
- 8.12. **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Project, and/or for the preservation of health, safety, convenience, and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties' licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following: Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and meters and other facilities associated with the foregoing. Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting Common Areas, public and private streets, or land conveyed for any public or quasi-public purpose.
- 8.13. **Property for Common Use.** The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.
- 8.14. **Amenity Agreement.** The power and authority to enter any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project.
- 8.15. **Inspection.** The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections; provided, however, that, except in cases of emergency, reasonable prior notice of such entry and inspection shall be given to the Owner of such Unit.

- 8.16. **Taxes.** The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.
- 8.17. **Entitlement Obligations.** The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.
- 8.18. **Financing.** The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered.
- 8.19. **Estoppel Certificates.** The power and authority to execute a written statement stating: (a) whether, to the knowledge of the Association, a particular Owner or Owner's Condominium is in fault of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.
- 8.20. **Improvements in Public Right-of-Way.** The power and authority to enter into license and easement agreements with Valley County Highway District (or assume the duties and obligations under any such license agreement entered by Grantor) to install, maintain, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).
- 8.21. **Implied Rights.** Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.
- 8.22. **Enforcement.**
- 8.22.1. **The Power to Levy Fines.** The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or

other Person determined by the Board to be in violation of the Condominium Documents (individually, a “**Violation**”). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (i) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a “**Levy Meeting**”); (ii) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (iii) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the “**Remedial Period**”). For purposes of this Section, the phrase “address the violation in good faith until the Violation is fully resolved” means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner’s Unit is subject under this Declaration. In all cases, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

**8.22.2. Limited Authority to Suspend Gate Access.** In order to protect the health, safety, and security of the Condominium, the Board shall have the limited authority, following compliance with the notice and hearing procedures set forth in this Declaration and the Bylaws, to temporarily suspend or restrict certain Access Credentials (as defined below) only as expressly provided in this Section.

8.22.2.1. Any suspension of Access Credentials shall be narrowly tailored and shall not unreasonably interfere with an Owner’s reasonable access to their Unit. Except in an Emergency, the Association shall not deny all means of access to a Unit.

8.22.2.2. The Board may suspend or restrict Access Credentials solely in connection with a “**Serious Violation**,” defined as a violation that the Board reasonably determines:

8.22.2.2.1. poses an immediate material threat to life, safety, fire protection, security, or structural integrity;

8.22.2.2.2. involves tampering with or impairment of any gate, access control, fire protection, or life-safety system; or

8.22.2.2.3. involves repeated violations after written notice and a reasonable opportunity to cure, where lesser enforcement measures have failed.

8.22.2.3. Any action taken under this Section shall be proportionate to the risk presented, and the Board shall first consider less restrictive alternatives, including fines, suspension of privileges unrelated to access, or other enforcement remedies.

8.22.2.4. The Board may suspend vehicular gate access privileges, provided that the Owner and Occupants retain reasonable pedestrian and/or other lawful means of access to the Unit at all times, except during a bona fide Emergency.

8.22.2.5. Except in the case of an Emergency, the Board shall not impose any suspension unless the Owner has been provided:

8.22.2.5.1. written notice of the alleged violation;

8.22.2.5.2. a reasonable opportunity to cure (if curable); and

8.22.2.5.3. notice of and opportunity for a hearing.

8.22.2.6. The Board or its managing agent may impose a temporary suspension without prior notice only where necessary to address an imminent threat to persons, property, or Building systems, and only for so long as such threat exists. Notice and a hearing opportunity shall be provided promptly thereafter.

8.22.2.7. Any suspension shall be for a limited and defined duration, and Access Credentials shall be reinstated promptly upon the earliest of:

8.22.2.7.1. cure of the violation;

8.22.2.7.2. elimination of the safety risk; or

8.22.2.7.3. Board determination that suspension is no longer necessary.

8.22.2.8. Notwithstanding anything to the contrary, the Association shall not exercise its rights under this Section in a manner that deprives an Owner of reasonable access to their Unit, and this Section shall be interpreted and applied to avoid any claim of constructive eviction.

8.22.2.9. Suspension of Access Credentials shall not be used as a means to compel payment of fines, assessments, or other monetary obligations, and reinstatement shall not be conditioned upon payment of such amounts.

8.22.2.10. The remedies in this Section are cumulative; however, suspension of access is intended to be a limited safety measure of last resort, not a primary enforcement tool.

8.22.2.11. In no event shall the Association suspend access to a Unit in a manner that would materially impair a Mortgagee's ability to access, secure, or realize upon its collateral.

8.23. **Intentionally Omitted.**

8.24. **Duties of the Association.** In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.24.1. **Operation and Maintenance of Common Area.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping and irrigation system, common seepage beds, and the exterior of the Buildings, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.24.2. **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state, or local, including income or corporate taxes levied against the Association if the Association is denied the status of a tax-exempt corporation.

8.24.3. **Water and Other Utilities.** Acquire, provide, and/or pay for water, storm drainage system maintenance as outlined in **Exhibit D**, sewer, electric systems, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.24.4. **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in **Section 13** hereof.

**8.24.5. Maintenance of Exterior and Improvements.** Maintain and repair the exterior surfaces of the Buildings and improvements in the Project. Exterior maintenance shall include painting, staining, repairing, re-staining, replacing, and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

**8.24.6. Inspection and Maintenance Guidelines.** The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines and shall keep records of such implementation and compliance.

**8.24.7. Drainage Facilities.** Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

**8.24.8. Maintenance of Record and Right of Inspection.** The Association shall keep such records of its business and affairs as is customary for community or owner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by people desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.24.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**8.25. Immunity and Indemnification.** Each Owner understands and agrees that Grantor, the Association, and the members, managers, directors, officers, agents, employees, and committee members of any of them (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute gross negligence or willful misconduct on the part of such Released Party. The Association shall indemnify, defend, and hold each Released Party harmless from any action, expense, loss, or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Condominium Documents;

provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

- 8.26. **Waiver of Consequential Damages.** The Grantor and Association shall not be liable to any Owner for, and each Owner releases the Grantor and Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## 9. SECTION 9 – ASSESSMENTS

- 9.1. **Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such Assessments and charges, together with interest, costs, and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

- 9.2. **Exempt Property.** The following property shall be exempt from payment of Regular and Special Assessments: (a) all Common Area; (b) any property dedicated to and accepted by any governmental authority or public utility; and (c) all Units owned by Grantor (collectively, the "**Exempt Property**")

- 9.3. **Rate of Assessment.** Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit C. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.6.

- 9.4. **Regular Assessments.**

- 9.4.1. **Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of

construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the “**Expenses**”). “Expenses” shall also include an amount to fund adequate reserves for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner’s individual use.

**9.4.2. Computation of Allocation for Regular Assessments.** Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such a period was less than one year. The Board shall have the exclusive right to approve any Assessment under Section 9. Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit C. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit C.

**9.5. Special Assessments.** In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys’ fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such

Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such a Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit C, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit C.

9.6. **Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines in accordance with Section 8.22, and for fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Lessees, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit C, as applicable.

9.7. **Transfer Assessments.** Upon the transfer of fee simple title to a Unit from Grantor to Owner, and upon each subsequent transfer of such Unit thereafter, the transferee will pay a transfer assessment to the Association (the "**Transfer Assessment**"). The amount of the Transfer Assessment shall initially be \$500.00, subject to change at any time upon approval of the Board. Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Transfer Assessments are to be used to pay for Expenses and are not to be used for any purpose prohibited by law. Transfer Assessments are not to be considered for prepayment of any other type of Assessments, which are in addition to the Owner's continuing obligation to pay for all other types of Assessments and are not refundable.

9.8. **Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, annual installments of the Regular Assessments shall be paid for or before the 1<sup>st</sup> of February each year. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. Any Assessment not received within ten (10) days after it is due date shall be delinquent and subject to a one-time late charge equal to ten percent (10%)

of the unpaid amount, plus interest at twelve percent (12%) per annum until paid in full. Returned payments shall be subject to an administrative fee in an amount to be set by the Board, and the Board may thereafter require all payments from such Owner to be paid by certified check or cashier's check.

9.9. **Estoppel Certificate.** The Association, upon at least twenty (20) days' prior written request, shall execute, acknowledge, and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Regular and Special Assessments have been paid by such Owner. Any such certificate delivered pursuant to this Section 9.9 may be relied upon by any prospective purchaser or mortgagee of the Owner's Unit or Condominium. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge. Owners agree to pay for all reasonable costs associated with obtaining this certificate.

## 10. SECTION 10 – ENFORCEMENT OF ASSESMENTS; LIENS

10.1. **Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each, and every Assessment provided in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section 10 to enforce the liens created pursuant to this Section 10. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2. **Assessment Liens.**

10.2.1. **Creation.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium

upon recordation of claim of lien with Valley County Recorder, which claim of lien shall be the “notice of assessment” described in the Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such a claim of liens may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record the release of such a claim of lien.

10.2.2. **Notice of Lien.** Upon default of any Owner in the payment of any Assessments issued hereunder, the Association may cause to be recorded in the office of Valley County Recorder a notice of lien. The notice shall state the amount of such Assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Unit and Condominium against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of lien, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Association may demand and shall receive the cost of preparing and recording such release before recording the same.

10.3. **Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4. **Required Notice.** No action may be brought to foreclose the claim of lien created by recordation of the notice of lien, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s), and a copy thereof is recorded by the Association with Valley County Recorder’s Office.

10.5. **Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as

expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6. **Grantor Exemption.** Grantor and Grantor-owned Units are exempt from Assessments as set forth in Sections 9.2 and 9.3.

10.7. **Rights of Mortgagees.** Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of a Mortgagee under any Mortgage encumbering a Unit or Condominium, made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such Mortgage, such Unit or Condominium shall remain subject to this Declaration, as amended.

In the event a Mortgagee obtains title to any Unit or Condominium by any method permitted under law and/or pursuant to all remedies provided in this Declaration, and/or pursuant to any provisions in the Mortgage, such Mortgagee will not be liable for any such Unit's or Condominium's unpaid dues or charges which accrue prior to the acquisition of title to such Unit or Condominium by such Mortgagee. Further, upon obtaining title to any such Unit or Condominium, such Mortgagee shall have the unrestricted right to exercise any vote as may be attributable to such Unit or Condominium in any meeting of the Association or otherwise.

Any encumbrancer holding a lien on a Unit or Condominium may pay, but shall not be required to pay, any amounts secured by the lien created pursuant to this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

A Mortgagee shall be responsible for all delinquencies associated with a mortgaged Unit or Condominium after being notified of such delinquencies prior to the beginning of any foreclosure proceedings on such Unit or Condominium. A Mortgagee shall be entitled to cure a default in payment of Assessments by paying all past due Assessments which accrued no more than sixty (60) days prior to the date that such Mortgagee was first notified by mail of such Owner's failure to pay Assessments past due. In the event of a foreclosure on any first mortgage, the Mortgagee thereof shall take the Unit or Condominium interest subject to all unpaid Assessments, except to the extent such liability has been limited by exercise of the cure option set forth in herein.

## 11. SECTION 11 RIGHTS TO COMMON AREAS

11.1. **Use of Common Area.** Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1. **Assessments.** The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2. **Voting.** The right of the Association to suspend the voting rights and rights to use of, or interest in, Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3. **Dedication or Transfer.** The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (i) the vote or written consent of Owners. representing a majority of the total voting power in the Association, and (ii) fifty-one percent (51%) or more of all Mortgagees; and

11.1.4. **Association Rules.** The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

11.2. **Delegation of Right to Use.** Any Owner may delegate, in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Lessees, invitees, or licensees.

11.3. **Damages.** To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to Common Area which may be sustained by reason of the act or omission of such Owner's Lessees, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## 12. SECTION 12 – MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or

against any other property of any other Owner, unless such other Owner has expressly consented or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

### 13. SECTION 13 – INSURANCE

13.1. **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors, and officers liability coverage. Unless otherwise authorized by the Board, the Association shall at least procure the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1. **Casualty Insurance.** The Association shall obtain and maintain a "bare walls" insurance policy on the Buildings and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Buildings, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems appropriate to provide insurance protection. The Association may comply with the above requirements by purchasing blanket coverage and may elect such "deductible" provisions as the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units, or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Owner pursuant to Section 13.4 hereof.

13.1.2. **Commercial General Liability Insurance.** The Association shall maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

**13.1.3. Directors' and Officers' Liability Insurance.** Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers, and directors; destruction or disappearance of money or securities; and forgery.

**13.1.4. Other.** The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

**13.2. Form.** Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first Mortgagee requesting such notice. The Association shall furnish each Owner and Grantor with a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. The commercial general liability policy shall be named Grantor, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Buildings.

**13.3. Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty

percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

13.4. **Owner's Own Insurance.** Each Owner shall obtain and maintain, at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made thereto, and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, and each other Owner.

13.5. **Mutual Waiver of Subrogation Rights.** Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, though, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

#### **14. SECTION 14 – CASUALTY, DAMAGE, OR DESTRUCTION**

- 14.1. **Affects Title.** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.
- 14.2. **Association as Agent.** All the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such an appointment.
- 14.3. **General Authority of Association.** As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment, and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.
- 14.4. **Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.
- 14.5. **Repair or Reconstruction.** As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

- 14.6. **Funds for Reconstruction.** The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in a similar manner if the amounts collected prove insufficient to complete the repair or reconstruction.
- 14.7. **Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.
- 14.8. **Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit C; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

## 15. SECTION 15 – CONDEMNATION

- 15.1. **Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section 15 shall apply.
- 15.2. **Proceeds.** All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the "**Condemnation Award,**" shall be payable to the Association.

15.3. **Complete Taking.** If all the Units are taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit C, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. Based on the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

15.4. **Partial Taking.** If less than all the Units are taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime here shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

15.4.1. **Allocation to Common Area.** The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit C.

15.4.2. **Allocation to Condominiums.** The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows:

(a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner's own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

15.5. **Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio

determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

- 15.6. **Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

## 16. SECTION 16 – DISCLAIMERS, WAIVERS, AND ACKNOWLEDGEMENTS

- 16.1. **Disclaimer and Waiver of Warranties.** Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all the following:

16.1.1. That Grantor hereby disclaims all warranties, express and implied, including without limitation the implied habitability warranty and the implied warranty of fitness for a particular purpose, and by accepting a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties.

16.1.2. That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3. That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4. That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5. That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws.

16.1.6. That creation of the Project shall not create any presumption, or duty whatsoever of Grantor regarding security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from all claims arising from or related to such security or protection, or lack thereof.

## 17. SECTION 17 – RESOLUTION OF DISPUTES

17.1. **Agreement to Avoid Litigation.** Grantor, the Association, and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents, instead of costly, lengthy, and unpredictable litigation. Accordingly, the Grantor, the Association (including its Board, officers, and committee members), each Owner, and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

17.2. **Exemptions.** None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1. Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents.

17.2.2. Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents.

17.2.3. Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents.

17.2.4. Any Claim in which any indispensable party is not a Bound Party.

17.2.5. Any Claim against a Released Party that would be barred by Section 8.25.

17.2.6. Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7. Any Claim arising out of or relating to the interpretation, application, or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

### 17.3. **Dispute Resolution.**

17.3.1. **Direct Discussions.** Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations - it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2. **Dispute Resolution.** If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such an event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1. Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such a period, any Bound Party may request the Board's further assistance to resolve the Claim.

17.3.2.2. Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction.

17.3.2.3. Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discoveries and depositions (but with care to avoid burdensome discoveries or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees, and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4. If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order Bound Parties to file such Claim exclusively therein.

17.3.2.5. Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law. If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

**17.3.3. Enforcing Resolutions.** If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to

abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## **18. SECTION 18 – INITIAL DEVELOPMENT PERIOD**

18.1. **Initial Development Period.** The “Initial Development Period” shall commence on the Effective Date of this Declaration and shall terminate on the later of: (a) the date on which one-hundred percent (100%) of the Units have been conveyed to purchasers other than Grantor; or (b) the date on which Grantor records a written notice of termination of its rights by delivery of written notice to the Association and recording a copy of the same in the real property records of Valley County, Idaho.

18.2. **Project Management.** Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion. In furtherance thereof, each Owner hereby appoints Grantor as its proxy with respect to its membership interest in the Association (including voting rights with respect to any matter for which a vote of the Owners is desired or required, including without limitation the matters set forth in Section 20.1.2), which proxy shall be coupled with Grantor's interest in the Project and, notwithstanding anything to the contrary contained elsewhere in the Condominium Documents, is irrevocable during the Initial Development Period.

18.3. **Grantor Exemptions.** Grantor may, from time to time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.3.1. Make modifications or improvements to the Common Area as the Grantor deems appropriate and may also make modifications or improvements to any Unit prior to the conveyance thereof as the Grantor deems appropriate.

18.3.2. Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events.

18.3.3. Use or allow any third party to use any Condominium as a model unit, sales office, or construction office.

18.3.4. Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.3.5. Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

18.4. **Water Rights Appurtenant to Project.** Grantor may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself all water rights appurtenant to the Project, and Owners of all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights. Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. Following the Initial Development Period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

18.5. **Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Valley County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

## 19. SECTION 19 – TERM

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

## 20. SECTION 20 – MISCELLANEOUS

### 20.1. **Amendment.**

20.1.1. Until the expiration or earlier termination of the Initial Development Period, the Grantor shall have the exclusive right to unilaterally amend, modify, clarify, supplement, add to, or terminate, this Declaration by executing a written instrument setting forth such amendment, or termination, and the same shall be effective upon the recordation thereof in the real property records of Valley County, Idaho.

After the expiration or earlier termination of the Initial Development Period, any amendment to this Declaration, or termination hereof, shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than seventy-five percent (75%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof in the real property records of Valley County, Idaho

20.1.2. **Effect of Amendment.** Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Any amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.2. **Mortgage Protection.** Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

- a. Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;
- b. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;
- c. A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

d. Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

20.3. **Enforcement and Non-Waiver.**

20.3.1. **Right of Enforcement.** Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Lessee to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceedings to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein.

20.3.2. **Non-Waiver.** Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

20.4. **Registration of Mailing Address and Email Address.** Each Owner shall register such Owner's email address and mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid mailing address, all notices shall be sent to that Owner's address on record with Valley County Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided

for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

20.5. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1. **Restrictions Construed Together.** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word “including” shall be deemed to be followed by “but not limited to” unless otherwise indicated.

20.5.4. **Captions.** All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect what is set forth in any of the provisions hereof.

20.5.5. **Board Interpretation.** If any provision of this Declaration is reasonably susceptible to more than one interpretation, the Board shall have the authority, in good faith and in a commercially reasonable manner, to interpret such provision in connection with the administration of the Project. Any such interpretation shall be afforded appropriate deference consistent with applicable Idaho law, provided that the Board’s interpretation is not arbitrary, capricious, or made in bad faith.

20.6. **Owner’s Obligations Continue.** All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented, or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

20.7. **Exhibits.** All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

20.8. **Acknowledgement and Waivers.** All Owners expressly acknowledge that there are no understandings, representations, warranties, or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium “as is, where is” with all faults.

[END OF TEXT]



**EXHIBIT A**  
**Legal Description of Property**

**EXHIBIT B**  
**Plat of Rocky Mountain Storage Condominiums**

**EXHIBIT C**  
**Interests in Common Area and Voting Allocations**

**EXHIBIT D**

**From:** Dusty Bitton <dusty@pinetopmccall.com>  
**Sent:** Thursday, April 30, 2026 8:43 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Cc:** Rob Pair <rpair@crestline-eng.com>; Matt Parks <mparks@clarkwardle.com>; Lori Hunter <lhunter@valleycountyid.gov>  
**Subject:** Re: 3-26-328-A Approach Encroachment Application Follow Up

Cynda

We will get with Rob and get something submitted to Kerstin  
I will let the school know to not do anything until we have that approved and after the May 14th meeting

On Wed, Apr 29, 2026 at 2:58 PM Cynda Herrick <cherrick@valleycountyid.gov> wrote:  
Hello Dusty,

Construction of a portion of a road in a subdivision that does not have preliminary plat approval would be a violation of the Valley County Code; you need the approval prior to construction. The applicant on the ITD permit is Dusty Bitton, not the McCall-Donnelly School District.

Stating the McCall-Donnelly School District is hiring the contractor is the same response. The approval has to be completed first.

You need approved site grading and stormwater management plans from the Valley County Engineer prior to any dirt work on-site; the same would go for the school too.

Your hearing is May 14, 2026.

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
(208)382-7116

“Live simply, love generously, care deeply, speak kindly, and leave the rest...”

**S**ervice **T**ransparent **A**ccountable **R**esponsive

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**From:** Dusty Bitton <dusty@pinetopmccall.com>  
**Sent:** Wednesday, April 29, 2026 10:46 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Cc:** Rob Pair <rpair@crestline-eng.com>; Matt Parks <mparks@clarkwardle.com>  
**Subject:** Fwd: 3-26-328-A Approach Encroachment Application Follow Up

FYI

The school district plans to hire Granite to get this done asap.

----- Forwarded message -----

**From:** Shona Tonkin <Shona.Tonkin@itd.idaho.gov>  
**Date:** Wed, Apr 29, 2026 at 10:44 AM  
**Subject:** RE: 3-26-328-A Approach Encroachment Application Follow Up  
**To:** Rob Pair <rpair@crestline-eng.com>

CC: [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com) <[dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)>, Joni Parks <[Joni.Parks@itd.idaho.gov](mailto:Joni.Parks@itd.idaho.gov)>, Zeb Jerman <[Zeb.Jerman@itd.idaho.gov](mailto:Zeb.Jerman@itd.idaho.gov)>

Hi Rob

Attached is a copy of your approved to construct permit. The permit application allows the ability to construct; the access is not valid until all work is completed and signed off by the ITD inspector. No Occupancy Certificate shall be given until the access is signed off by ITD.

Once ITD has approved the access is built to ITD standards, the inspector, Zeb Jerman, will sign off on the front page of the permit and you can submit that to the county as proof of a legal access to the state highway.

Once the county has the signed off sheet, they can then issue the certificate of occupancy when all their requirements are met.

The permit shall be onsite at all times when working in the right of way.

Thank you,



*Shona Tonkin*  
Permits Project Coordinator

District 3 Development Services  
O: 208.334.8341 | C: 208.550.1425  
Email: [shona.tonkin@itd.idaho.gov](mailto:shona.tonkin@itd.idaho.gov)

Website: [itd.idaho.gov](http://itd.idaho.gov)

**The safety of the people should be the highest law.**

**From:** Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>  
**Sent:** Wednesday, April 29, 2026 10:30 AM  
**To:** Shona Tonkin <[Shona.Tonkin@itd.idaho.gov](mailto:Shona.Tonkin@itd.idaho.gov)>  
**Cc:** [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)  
**Subject:** 3-26-328-A Approach Encroachment Application Follow Up

Hi Shona,

I reached out to Josh and got his automatic reply noting that he has shifted positions within ITD. I was hoping we could maybe get an update on the status of the encroachment application for Rocky Mountain Storage near MM 140 on State Highway 55.

Please don't hesitate to reach out if you have any questions.

Thank you,

Rob

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**Rob Pair, E.I.T.** | Associate Engineer  
**Crestline Engineers, Inc.**  
323 Deinhard Lane, Suite C  
PO Box 2330 | McCall, Idaho 83638  
T 208.634.4140 | C 208.315.7450 | F 208.634.4146  
[www.crestline-eng.com](http://www.crestline-eng.com)

## Road Work Information Instructions

To ensure the public is informed about Road Work on our Highways, please complete the Road Work Information (ITD Form 0511). This form is vital to ensuring that we accurately depict the impact to traffic, through our 511 system. Please submit this form at least 5 days in advance to ensure we notify the public and commercial vehicles in a timely manner.

1. Fill out all Highlighted/Required fields on page 1 and the First section of page 2.
  - a. Project information: Date, District, Project Name, start Date, End Date Highway, Milepost and/or nearest cross street.
  - b. Working Dates and Times: Please include recurrent workdays and times, if applicable.
  - c. Detailed Description of Work: What are you doing and how will it impact traffic? Please include prudent information that may not be listed on page 2.
  - d. Contractor Contacts- Please include Traffic Control Company.
    - i. **\*Special Event Permits ONLY**, please include the local Police Department information.
  - e. ITD Contacts-Project Manager, Inspector and RE names and best contacts.
2. To complete the remainder of page 2, please **check all that apply** for each topic. **This includes Special Event Permits.**
  - a. What Type of Closure
  - b. What Type of Work
  - c. What Type of Traffic Control
  - d. Commercial Vehicle Restrictions
  - e. Sign and Date.
3. When Finished. Hit the Submit Button at the bottom of the page. This will auto generate an email to the appropriate email address required ([ITDD3-511ReportNotification@itd.idaho.gov](mailto:ITDD3-511ReportNotification@itd.idaho.gov)). **Don't forget to include your Permit Number, Key number, and/or project description in the Subject line.**

For additional questions reach out to [ITDD3-511ReportNotification@itd.idaho.gov](mailto:ITDD3-511ReportNotification@itd.idaho.gov) or to your ITD contact.

**Road Work Information**  
 Idaho Transportation Department  
 Send to: [ITDD3-511ReportNotification@itd.idaho.gov](mailto:ITDD3-511ReportNotification@itd.idaho.gov)

ITD 0511 (Rev. 12-24)  
 itd.idaho.gov

<input type="checkbox"/> Original <input type="checkbox"/> Change/Addition <input type="checkbox"/> Date Completed _____	Permit Number or Key Number	511 Event NO. (ITD use)
--------------------------------------------------------------------------------------------------------------------------	-----------------------------	-------------------------

Date	District	Project Name	Start Date	End Date	
Hwy Route No.	Direction of Travel	Begin MP	Location Description (Nearest Cross Street)	End MP	Location Description (Nearest Cross Street)

**Working Date(s) and Time(s)**

Time Zone <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific	Project Start Date	Project Start Time	Project End Date	Project End Time
List Recurrent Workdays	Workday Recurrent Start Time(s)		Workday Recurrent End Time(s)	

**Description of Work & How it Impacts Traffic (Where, When, How it impacts traffic):**

**Contractor Contacts**

Traffic Controller's Company Name	Traffic Controller's Name and Phone Number (s)
Other Traffic Controller Name(s)	Phone Number(s):
Contractor's Company Name	Contractors Name and Phone Number(s)
Other Contractor or Point of Contact Name(s)	Phone Number(s):
Local Police Department Name <b>*Special Events Only</b>	Phone Number(s)

**ITD Contacts**

ITD- Project Manager Name and Phone Number(s)
NA
ITD- Project Inspector's Name and Phone Number(s)
ITD- Resident Engineer's Name and Phone Number(s)
NA

<input type="checkbox"/> State Highway System <input type="checkbox"/> Work Impacts Traffic <input type="checkbox"/> Work Does Not Impact Traffic	<input type="checkbox"/> Not on State Highway System Road name (s)
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**Closures (Check if Applicable)**

<input type="checkbox"/> Road Closure (Planned) – <b>Attach Detour</b> <input type="checkbox"/> Bridge Closed (Planned) – <b>Attach Detour</b> <input type="checkbox"/> Rest Area Closed	<input type="checkbox"/> Shoulder Closure <input type="checkbox"/> Right <input type="checkbox"/> Left <input type="checkbox"/> Center <input type="checkbox"/> Both <input type="checkbox"/> Lane Closure <input type="checkbox"/> Right lane    How many _____ <input type="checkbox"/> Left Lane    How many _____
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Road Work (Check all that apply- at least one is required)**

<input type="checkbox"/> Road Construction	<input type="checkbox"/> Bridge Maintenance Operations
<input type="checkbox"/> Paving Operations	<input type="checkbox"/> Bridge Construction
<input type="checkbox"/> Road Maintenance Operations	<input type="checkbox"/> Work on the Shoulder
<input type="checkbox"/> Mobile Maintenance Operations	<input type="checkbox"/> Work in the Median
<input type="checkbox"/> Seal Coat	<input type="checkbox"/> Special Event- <b>Please describe event in Description of Work</b>

**Traffic Control (Check all that apply)**

<input type="checkbox"/> None	<input type="checkbox"/> Detour in Operations- <b>Attach Detour Route(s)</b>
<input type="checkbox"/> Pilot Car	<input type="checkbox"/> Consider Alternate Route
<input type="checkbox"/> Flagging Operations	<input type="checkbox"/> Will Use DMS- At least 7 days in advance.
<input type="checkbox"/> Speed Reduction      Speed Limit _____	Length Limit _____      Indicated Limit _____

**Commercial Vehicle Restrictions (Check all that Apply)**

<input type="checkbox"/> None	<input type="checkbox"/> Length Limit      Indicate Limit _____	<input type="checkbox"/> Axle Load Limit*      Indicate Limit _____	<input type="checkbox"/> Gross Weight Limit      Indicate Limit _____
<input type="checkbox"/> Speed Reduction      Speed Limit _____	<input type="checkbox"/> Width Limit      Indicate Limit _____	<input type="checkbox"/> Posted Bridge	
<input type="checkbox"/> Height Limit      Indicate Limit _____			

**\*Spring Breakup Only**

<input type="checkbox"/> Completed By	Date

Submit Button



District 3 Right-of-Way Encroachment Permit Cover & Inspection Form

PEARSON STORAGE  
P.O. Box 4110  
MCCALL, ID 83638

PERMIT # 3-26-328-A  
ROUTE SH-55  
MILE POINTS 140.24  
EXPIRATION 04/15/2026

**ITD INSPECTOR CONTACT:**  Yes  No Permit enhancement required  
**PRIMARY CONTACT** Joni Parks cell 208-781-3108 or joni.parks@itd.idaho.gov  
**SECONDARY CONTACT** Zeb Jerman- Cell 208-642-7699, or zeb.jerman@itd.idaho.gov

**Description of Work:** Re-work of existing approach to a 28' Commercial approach to be shared with the School District is permitted. However, should the use of the parcel change causing any increase in trip generation, and/or should the parcel be split, and/or should surrounding traffic conditions change, the property owner will need to re-apply for a new access permit. Additionally, if a future ITD roadway project modifies or removes the approach the property owner will need to re-apply for access at that time.

**Email Permit number and route start date request a minimum 5 business days in advance to the above ITD contact.** Email correspondence shall reference the permit number in the subject line. Keep email of approved start date onsite with permit. If needed, you may request to meet on-site to review the project and permit requirements.

- Submit material certification prior to placement.
- Submit Mix designs for asphalt/concrete, if applicable, 14 days in advance to ITD for review and approval.
- It is expected that traffic control will be set up by the approved traffic control plan to ensure both public and workers safety. In the event an inspection is done, and the traffic control setup does not meet the approved traffic control plan, the permit holder will be asked to fix the discrepancies. If the permit holder fixes the traffic control, this will be considered a warning. If another inspection happens and the traffic control setup does not meet the approved traffic control plan again, the permit will be pulled until a meeting can be held with all parties to fix the discrepancies. Possible discussion points at the meeting would be what steps the permit holder will take to ensure the discrepancies will not happen again, and possibly what, if any, funds will need to be added to the permit to cover additional permit inspection costs. If required, the inspection costs could be as much as \$400 per week.

**Prior to completion:**

- Prepare all required documentation, including As-Built submittals.
- Send a notification email to the ITD Inspector when work is complete and schedule to meet on-site for inspection, all documentation must be available for inspection, list permit number on each sheet

**ITD Use Only:**

- Yes  No Was Traffic Control Set up and removed per plan
- Yes  No Did you receive contact information for emergencies

As ITD's representative, I accept that the work has been completed.

ITD Authorized Representative Signature	Date
X	



## District 3 General Provisions

### Work time restrictions & Temporary Traffic Control (TTC):

Shoulder closure only restrictions are authorized for this permit. Work time to be authorized by area Foreman

- Yes - District 3 has accepted a TTC plan with the issuance of this permit.
- No - TTC plan has not been accepted and must be submitted for acceptance prior working in ITD right-of-way
- NA – TCP not required for this permit. Permitting existing/non-conforming approach

Positive separation shall be used within the clear zone when trench depth is more than 2 feet deep.

Traffic Control must be erected and maintained to meet: Manual on Uniform Traffic Control Devices (*M.U.T.C.D.*) and *Work Zone Safety and Mobility* program, both as adopted by the State of Idaho. TTC plan must be on-site and available for inspection during traffic control set up and removal. Hours may be modified by ITD Foreman or his assigns.

### Notice of Responsibility:

- Issuance of permit shall serve as a temporary permit to construct and does not constitute approval or acceptance.
- Permittee shall be responsible to contact ITD as shown in permit packet.
- Final acceptance for approaches and public streets shall be by signed inspection with supporting documentation.
- Final acceptance for all other encroachments shall be determined after work has been completed as acceptable by ITD.
- All permit work is subject to required documentation and/or inspection.
- Permit is not exclusive and shall not prohibit the State from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them.
- ITD may revoke, amend, amplify, or terminate permit or any of the conditions herein enumerated if the permittee or its contractors fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.

### 511 Traveler Information

email [ITDD3-511ReportNotification@itd.idaho.gov](mailto:ITDD3-511ReportNotification@itd.idaho.gov) , (cc) the ITD contact on the front page and [itdd3permits@itd.idaho.gov](mailto:itdd3permits@itd.idaho.gov)  
Include in subject line ITD permit #, inform of: dates of work, start time, end time, route affected, mile points, direction of travel for lane closure, type of traffic control, additional comments.

### Safety & Work Zone Practices

All operations shall comply with ITD – *Work Zone Safety and Mobility program* as adopted by the State of Idaho, (*OSHA*) regulations as enacted by *The United States Department of Labor Occupational Safety and Health Administration*, and *MUTCD*. All workers within the highway right-of-way who may be exposed either to traffic or to construction equipment within the work area shall wear high-visibility reflectorized safety apparel that is intended to provide conspicuity during both daytime and nighttime usage, and meets the Performance Class 2 or 3 requirements of the *ANSI/ISEA 107–2004 publication* and *MUTCD (6E.02)*.

### Damages

The Permittee shall be responsible for damages caused during permit activity and guarantee workmanship for 2 years after completion. **Damages must be reported to the area Foreman immediately.** Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.

### Expeditious

Prior to beginning construction within State right-of-way, sufficient labor, material and equipment shall be at the job site to expediently complete the project. Completion shall not be delayed by work planned or otherwise scheduled to be completed outside of the State right-of-way and should be planned and coordinated independently. All ITD permitted work shall be completed and available for final inspection within 30 days from commencement. Work that cannot be completed within 30 days, or expediently as determined by ITD, shall have a critical path timeline prepared by the permittee for ITD review and acceptance prior to commencement.

### Addendums

Any addendum “change order, alteration or modification” to this permit or any of its terms or conditions, must be authorized and signed by an ITD authorized representative. Addendum shall be on-site and available for inspection (with original permit) during construction activities. Addendum will be filed on record along with permit at ITD District 3 Traffic Section.



## Supplemental Material and Excavation Requirements For Permits in the State Right of Way

Permittee **MUST** also follow the **General Requirements** and other applicable **supplemental requirements**.

From IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments on State Highway Rights-of-Way, and ITD Specifications, Policies & Procedures.

**Excavation & Paving:** Requirements apply to work under ITD encroachment permit that includes any operation in which earth, rock, or other material in the ground is *moved or otherwise displaced by any means* including, but not limited to: location and installation of utilities, site preparation, approach / roadway construction, grading, trenching, boring, landscaping, and restoration.

**Specification** - All work within ITD right-of-way shall be in accordance with Idaho 2023 Standard Specifications for Highway Construction, supplemental, latest editions, excepting the details listed within.

**Construction** – Shall be in accordance with *accepted stamped engineered drawings or drawings referencing ITD standard drawings* to the specification listed above. Contact ITD for any conflict in plans, all work shall meet the satisfaction of the ITD, District Engineer. All costs associated with permit are at the expense of the permit holder. ITD will not pay or reimburse costs associated with work completed under encroachment permit.

### As-Built drawings

Subject to all ITD encroachment permits - shall apply when work consists of the exposure, installation, or modification of pipe, conduit, cable, or other utility conveyance. Overhead utilities are excluded from this requirement except for new pole or structure placement. Compaction effort is also included with this submittal where 3rd party reporting is not required.

- Document precise location any utility placed or encountered within work area. Reference utility location from the highway centerline or edge of right-of-way, dimension horizontal, vertical and/or depth. Include utility type, size, and quantity.
- Submittals should be as "plan and profile" format, other methods may be accepted with prior authorization. Submittals may be in the form of: (GIS) geo-referenced spatial data bore logs, drawn/sketched by knowledgeable personnel, or prepared as-constructed drawings by a licensed Engineer.
- Compaction effort and method: list type of equipment used, number of passes, estimated percentage of compaction.

### Certification and Materials

**Materials** - shall be documented and submitted for approval a minimum of 14 business days prior to the planned placement on form *ITD 0862*.

- All materials shall be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request.
- Weight tickets shall be provided with each load of material identifying the material type and to certify the material properties.
- Acceptance shall be in accordance with ITD Quality Assurance (QA) Manual.
- ITD will accept materials for use based on the manufacturer's certification in accordance to *section 700*.

**Mix designs** - shall be submitted for approval a minimum of 14 business days prior to the planned placement.

**Testing & Compaction** - when required from the guidelines listed in this provision testing and compaction reports shall be performed by a 3<sup>rd</sup> party qualified commercial material inspection laboratory, using WAQTC qualified personnel. Certification must be submitted prior to ITD Final Acceptance.

- In-Place density and moisture content of soil and soil aggregate by nuclear methods shall be required for traveled way paving. Documented on form *ITD 0850*
- Small quantities will be accepted by certification per the *QA Manual section 270.04 Acceptance of Small Quantities*
- Excavation and Embankment shall meet the testing requirements of section *205 – Classes of Compaction and Density Requirements*.
- Granular Subbase shall meet the requirements of section *301 – Granular Subbase*.
- Traveled way paving, intersection paving, and paving at intersection radiuses, cores are required in accordance with Standard Specification *405.03L* for in-place density acceptance. A minimum of one core shall be required for small quantity paving in these locations.
- Small quantity pavement and soil / aggregate that do not require testing by cores for in-place density or in-place density by nuclear methods include small patches, utility repairs, residential / field approach, and pavement placed outside the traveled way. The ITD Engineer may elect to require samples and tests for small quantities at any time.
- All testing shall be documented with field or test reports and submitted to the permit coordinator. ITD retains the right to perform confirmation testing.

### Excavation - Inside Roadway Prism

**DESCRIPTION:** This work shall consist of excavating along or within the engineered/structural portion of the highway (see *Roadway Prism*) backfilling and compaction of the excavated area, restoring the paved surface; and then restoring other disturbed areas to their original condition.

**Materials** – see *Certification and Materials, Lean Concrete Backfill, Earthwork and Bases, Surface Courses and Pavement*

#### CONSTRUCTION REQUIREMENTS:

**Backfill - Lean Concrete Backfill** (*see lean concrete backfill*) shall be required unless prior acceptance has been authorized and documented by ITD.

Lean Concrete shall be placed so as to avoid segregation of the mixture. The material shall be allowed to set for a minimum of 2 hours before the permanent Hot Mix Asphalt surfacing is placed. **No compaction, vibration or finishing is required for lean concrete.**

#### Excavation - Outside Roadway Prism

**DESCRIPTION:** This work shall consist of excavating outside the engineered/structural portion of the highway (*see Roadway Prism*) backfilling and compaction of the excavated area; then restoring other disturbed areas to their original condition.

**MATERIALS** – *see Certification and Materials* and ITD Standard Drawings as attached

#### CONSTRUCTION REQUIREMENTS:

**Compaction** – The use of sufficient compaction effort and equipment shall be documented on As-built drawing submittal. Compaction shall be sufficient to avoid settlement for a period of 2 years.

**Backfill** – typically native soil however shall conform to the more restrictive of: accepted engineered stamped plans, ITD Roadway Plan Sheet, or as directed by the ITD. Note: Super Elevated or curved embankments may have special requirements of the ITD Engineer. Excavation in areas that include inside and outside the roadway prism shall conform to the specification at each respective location.

#### Bell-Holes & Pot-Holes

**Description:** - This work shall consist of excavating for the locating of utilities;

Restoration shall conform to the detail specifications of *Excavation Inside / Outside Roadway Prism*. The Permittee shall be responsible for any defect in the restoration at the pot-hole location for a period of two years. The maximum allowable settlement shall be ¼ inch as measured with a 10 foot straight edge.

**Pot-Holes** are defined as twelve inches by twelve inches (12"X12") and smaller.

**Bell-Holes** are defined as a hole larger than twelve inches by twelve inches (12"X12"), but less than five feet by six feet (5'X6').

#### Lean Concrete Backfill

Lean Concrete Backfill shall conform to these approximate materials proportions for 1 cubic yard:

Portland cement: 94 lbs.

Coarse Aggregate for Concrete-Size 1: 2,600 lbs., per subsection 703.02:

Fine Aggregate for concrete: 800 lbs. per subsection 703.02

Water: 30-46 gallons, Water content given is a maximum and may be reduced. Care shall be taken to assure that excess water is not present in the mixing drum prior to charging the mixer with materials. Thorough mixing will be required prior to discharge.

#### Earthwork and Bases *sections 200-300*

**Materials & Testing**– *see Certification and Materials*

Minimum depth 0.5' (6") – ¾-inch Untreated Aggregate type "A" or "B"

Minimum depth 1.45' (17 13/32") – Granular Sub base

Geotextile (filter fabric) shall be placed between the subgrade and the subbase in accordance to section 718.07 the geotextile shall be Type III

#### Construction notes:

Excavate soft spot material and repair soft spots so the subgrade meets compaction and density for Class A compaction as specified in 205.03F

#### Surface Courses and Pavement *section 405*

**Materials & Testing** - *see Certification and Materials*

Minimum depth .45'- Superpave Hot Mix Asphalt SP3 ½ -inch nominal maximum aggregate, using PG 64-34 Binder or better include 0.5% anti-strip additive in accordance to *subsection 405*

#### Construction notes:

1. Pavement density cores shall be required for all traveled way paving. Core samples shall be tested in accordance to 405.03L (*includes traffic lanes and shoulders*) *excludes: approaches where traffic lanes are not included and pavement placed outside the traveled way.* Additional locations for samples may be required at the discretion of the ITD Engineer.
2. Removal of existing pavement within wheel path shall require a full lane-width repave ⇕ (12' min.) to a length sufficient to achieve surface smoothness conforming to *Section 405 – Superpave Hot Mix Asphalt*.
3. Repave of excavated trench shall be a minimum 15' in both directions (15') ↔ (15') of the traveled way measured from the trench wall, and shall extend beyond the wheel path at intersections and turn lanes.
4. Surface smoothness will be checked with a 10' straight edge to verify it conforms to *Section 405 – Superpave Hot Mix Asphalt*. The contractor shall be required to repair any areas to meet the required surface smoothness.
5. Existing plant mix shall be saw-cut to neat lines; no wheel or jackhammer cutting shall be permitted. The sawed joints shall be perpendicular and longitudinal to centerline of the roadway with exception to "curb return" radii may be cut to neat 45 degree angles.

6. The longitudinal joints shall be located close to a lane line, after final striping, and shall not be located in the wheel path areas of the lane(s).
7. Prior to the placement of Hot Mix Asphalt, any temporary base or plant mix shall be removed, replaced with new material, and compacted to achieve the specified depths.
8. Treat the entire cut face of existing plant mix with a tack coat in accordance to section 401 and 405.031
9. Superpave Hot Mix Asphalt shall be placed in accordance with *Section 405*.
10. Joining new asphalt to existing pavement (pave-back) should be keyed to avoid a vertical split or separation in pavement.
11. Temporary cold-mix asphalt surfacing may be used in conjunction with the lean concrete backfill to accommodate traffic within the first two (2) hours of backfill placement, prior to completing the permanent repair.
12. At the Contractors option, the trench may be temporarily filled with lean concrete backfill to the level of the adjacent pavement to accommodate traffic until permanent patching can be accomplished. The lean concrete backfill shall be removed to the level of the bottom of the base course prior to placing the permanent base and Superpave Hot Mix Asphalt.
13. Superpave Hot Mix Asphalt patching shall be completed within 24 hours after completing base course compaction. Traffic shall not be allowed on the permanent backfill or base prior to paving.
14. The permanent repair shall be completed within 48 hours, unless other arrangements have been made with ITD, District Three - Operations Manager.

#### Additional Notes:

1. **Bedding Material** – Bedding material shall consist of ¾" Untreated Aggregate for Base, Type "A". It shall be placed as shown in the attached typical section or in layers at a maximum lift thickness of 6 inches and in accordance with ASTM D2321.
2. **Geotextile (Filter Fabric)** – Geotextile shall be accepted in accordance to section 718. If geotextile (filter fabric) is encountered while excavating, work shall cease, the ITD area maintenance Foreman shall be notified. The geotextile shall be required to be repaired. The repair shall consist of cutting out and replacing all the damaged material. The new geotextile material shall overlap the existing material a minimum of two (2) feet and be properly attached to the existing material.
3. **Markers** are required at each Right of Way line for all crossings, and at 500' intervals for utilities buried along the shoulder. Closer spacing will be used in urban areas. Plastic ribbon is required in addition to the markers and should be installed at least one foot above the utility being marked. Plastic ribbon is not required on crossing where the utility is jacked under the roadway
4. **Structure Excavation** – Excavation shall meet the requirements of Section 210 – Structure Excavation and Compacting Backfill. Material shall be removed from the trench as shown in the attached typical section.
5. **Trenches / Splice Pits** shall not be left open or exposed overnight without proper traffic control and safety devices in place.
6. **Monuments - Idaho Statute 54-1234** If any person shall willfully deface, injure or remove any signal, monument, building or other object set as a permanent boundary survey marker by a registered, professional land surveyor, he shall forfeit a sum not exceeding five hundred dollars (\$500) for each offense, and shall be liable for damages sustained by the affected parties in consequence of such defacing, injury or removal, to be recovered in a civil action in any court of competent jurisdiction. *Idaho Statute 18-7021* Every person, not the owner thereof, who willfully mars, disfigures breaks or otherwise injures, or molests, removes or destroys, any work of art, monument, landmark, historic structure, shade tree, shrub, ornamental plant, or useful or ornamental improvement, is guilty of a misdemeanor.
7. **Landscaping** - The permit holder shall return to original condition and re-seed all areas disturbed. Berms and/or fences will not be permitted. Only flowers, grasses and shrubs with a mature height not to exceed three (3) feet or trimmed with no sight obstructions between three (3) feet to five (5) feet in areas with a posted speed limit of 35 M.P.H or less, and three (3) feet to seven (7) feet in areas with a posted speed limit above 35 M.P.H. will be allowed within the sight triangle at corners and the safety clear zone of the State Highway. Landscaping shall be short enough or trimmed so it doesn't interfere with State Highway signs. No rocks over four (4) inches maximum size. Sprinkler heads shall be no closer than five (5) feet from the pavement edge and adjusted to not cause water to cover any part of the highway surface. *IDAPA Rule 39.03.42*, # 13. Drainage, B. Landscaping irrigation systems shall not disturb, obstruct, or add to the normal drainage patterns of the State highway right-of-way. No new ditches shall be constructed without prior approval. Landscaping, farming, and irrigation systems shall not interfere with utility installations, removals, or operations.

#### References and Standards Publications

Idaho 2023 Specification for Highway Construction  
 ITD 2018 Quality Assurance Manual  
 Idaho Guide for Utility Management  
 ITD manuals  
 Digline  
 OSHA

<https://apps.itd.idaho.gov/apps/manuals/SpecBook/SpecBook23.pdf>

[https://apps.itd.idaho.gov/apps/manuals/QAm/QA\\_Searchable\\_2018.pdf](https://apps.itd.idaho.gov/apps/manuals/QAm/QA_Searchable_2018.pdf)

[http://apps.itd.idaho.gov/apps/manuals/UtilityMgmt/qum\\_cover.pdf](http://apps.itd.idaho.gov/apps/manuals/UtilityMgmt/qum_cover.pdf)

<http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>

<http://www.digline.com/>

<https://www.osha.gov/>



## General Requirements for All Encroachment Permits in the State Right of Way

Permittee **MUST** also follow all applicable [Supplemental Requirements](#)

From IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments on State Highway Rights-of-Way, and ITD Policies & Procedures.

1. A paper or digital **copy of the permit, including the Traffic Control Plan** and all attachments must be **at the work site while work is in progress** (digital copies must be downloaded so that they are accessible even where there is no cell service or internet). Any addendum, change order, alteration, or modification to this permit or any of its terms or conditions must be authorized and signed by an ITD representative and must be on-site and available for inspection (with original permit) during construction activities. All addendum become part of the permanent permit record.
2. Once the permit is approved, **the permittee must notify ITD five (5) working days before starting the permitted work**. If plans change, the permittee must notify ITD again 5 days before starting the permitted work. No work will begin until an authorized representative of ITD gives the permittee permission to begin work. Work must be completed within one (1) year and once work begins, it must be completed within thirty (30) days. At the discretion of the District Engineer, a one-time extension, no more than six (6) months, may be granted if a written request is received from the permittee before the expiration date. If the permitted work does not begin within one year of permit issue date, ITD will send notice that the permit is void. The permittee must submit a new application to continue.
3. All work within the State Highway Right-of-Way must observe and comply all applicable laws, ordinances, regulations, orders and decrees and with government and industry standards, including [Americans with Disabilities Act](#), regulations as enacted by The United States Department of Labor [Occupational Safety and Health Administration \(OSHA\)](#), and the current ITD Traffic Control requirements and ITD Work Zone Safety and Mobility Policy (Copies are available from ITD upon request). The permittee is responsible for obtaining all other necessary permits and approvals before to starting work. ITD may request documentation of the local jurisdiction's land-use approval.
4. The permittee must provide all material, labor, and equipment involved in the permitted work including furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required. **All materials must be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request.** Before beginning work sufficient labor, materials and equipment must be at the job site to efficiently complete the project.
5. Idaho Statute [Title 55, Chapter 22, Section 55-2205c through 55-2210](#) requires that if any excavation is involved, the applicant must notify the One Number Notification Service by calling 8-1-1 at least two business days and not more than 10 business days before starting excavation. Go to <http://www.digline.com> for more information. **Digline will not notify ITD to mark facilities!** There may be ITD owned underground facilities present within the permit work area. The contractor must request locations of buried utility facilities owned by the State by contacting the District Traffic Signal Foreman, and by contacting the Area Foreman for all other ITD facilities (contact information will be provided in the permit approval letter). All known facilities must be marked before excavation takes place.
6. ITD approved Traffic Control must be in place and maintained during work and meet the most current editions of: ITD Traffic Control Requirements, the [Manual on Uniform Traffic Control Devices](#) (MUTCD). The Traffic Control Plan (TCP) must be on-site and available for inspection while traffic control is in place, and during set up and removal. Violations of the TCP or MUTCD requirements may result in immediate shut-down of the permitted work and revocation of the permit.
7. All utilities must be installed under culverts. Work done under this permit **must** be constructed in a way that does not cause water to flow onto the roadway or shoulder and must not interfere with the existing drainage on the State Highway System or any nearby drainage systems.
8. ITD may inspect the materials and workmanship **during construction** and **upon completion** to determine that all terms and conditions of the permit are met. **Inspectors are authorized to enforce the conditions of the permit during construction and to stop any activities** within state Right-of-Way that do not comply with the requirements of the permit, that conflict with current or future highway construction or maintenance work, or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public. Any encroachment that is found not in compliance with the requirements of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or authorized representative. The permittee must reimburse ITD at industry standard rates for additional inspection required to ensure permit compliance.
9. Upon completion of the permitted work, at the permittee's expense, the Right-of-Way must be restored to original condition or better the satisfaction of ITD including the removal of all trash and debris, repair of any and all damage, correction of any interferences with highway drainage, restoration of survey monuments and traffic control devices, and all required grading and seeding. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee.
10. All permitted work must be completed and available for final inspection within thirty (30) days after construction begins, unless otherwise written in the special provisions of the permit. After construction is completed the permittee must notify the ITD Maintenance Foreman for final inspection. The contact information for the foreman will be included in the permit approval letter. Permit will be considered temporary until final approval by ITD. **The permittee must maintain the encroachment covered by their permit at their own expense.**
11. ITD reserves the right to add, remove, modify, repair, or relocate any encroachment(s) or item(s) within the Highway Right-of-Way which currently exists or has been authorized by this permit, to accomplish the relocation, reconstruction, widening, or maintenance of the highway and/or to improve safety or mobility on or adjacent to the highway system. Any change or removal will be made at the sole expense of the permittee, or its successors. All such modifications, relocation, or removal by the permittee will be done in such a way that will cause the least interference with the traveling public or any of the ITD's work.
12. The Permittee will be responsible for damages caused during permit activity and guarantee workmanship for two (2) years after completion. Damages must be reported to the area Foreman immediately. Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.
13. ITD may revoke, amend, amplify, or terminate this permit or any of its conditions if the permittee fails to comply with any or all of its conditions, requirements, or regulations or through willful or unreasonable neglect, fails to heed or comply with notices given by ITD, or if a utility, approach, or other item is not installed or operated and maintained according to the permit requirements.
14. After the permitted work is complete and receives final approval, any modification, addition, repair, relocation, or removal of the encroachment granted by this permit will require a new permit before beginning work.



## Supplemental Requirements from MUTCD for All Permits in the State Right of Way

ITD Use Only  
Permit # \_\_\_\_\_

Permittee **MUST** also follow the **General Requirements** and other applicable **supplemental requirements**.  
*From Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments on State Highway Rights-of-Way, and ITD Policies & Procedures.*

All flagging personnel will have flagging certification valid in Idaho (some other States are accepted). All traffic control plans will be prepared and signed by a Traffic Control Supervisor or Professional Engineer.  
Traffic Control Plans, including requirements and work hours, may be modified by ITD Foreman or representative.  
Equipment or materials must be removed at the end of each shift, especially during winter months when plowing takes place. Parked equipment and stored materials will be as far from the traveled way as feasible.  
If the work requires the traffic control equipment to be left within the right of way when work is not taking place, the equipment must be delineated and protected with appropriate approved traffic control devices.

Night Work Only - lane closures or restrictions will be between the hours of 10pm and 5am only. Traffic control shall be removed with lanes open by 5am. Hours may be modified by the area Foreman.

Open trenches and pavement drop-offs will not be left overnight unless properly protected with appropriate traffic control devices.

Positive separation must be used within the clear zone when trench depth is more than 2 feet deep.

Items, excavations, or obstacles within 30 feet of the traveled way will be properly marked and/or protected.

All workers within the highway right-of-way who may be exposed either to traffic or to construction equipment within the work area shall wear high-visibility reflectorized safety apparel that is intended to provide conspicuity during both daytime and nighttime usage, and meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2020 publication and MUTCD (6E.02).

MUTCD Section 6E.02 High-Visibility Safety Apparel Standard:

-For daytime and nighttime activity, flaggers will wear safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" (see Section 1A.11) and labeled as meeting the ANSI 107-2020 standard performance for Class 2 risk exposure. The apparel background (outer) material color will be either fluorescent orange-red or fluorescent yellow-green as defined in the standard. The retroreflective material will be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and will be visible at a minimum distance of 300 m (1,000 ft). The retroreflective safety apparel will be designed to clearly identify the wearer as a person.

-For nighttime activity, safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" (see Section 1A.11) and labeled as meeting the ANSI 107-2020 standard performance for Class 3 risk exposure should be considered for flagger wear (instead of the Class 2 safety apparel in the Standard above).

Construction traffic control devices will be crashworthy and meet the requirements of NCHRP-350 as follows:

- Category 1 Work Zone Safety Devices; including cones, drums, tubular markers, and delineators will meet the requirements.
- Category 2 Work Zone Safety Devices; including barricades, portable sign stands with signs, vertical panels, Category 1 devices with auxiliary lights and/or signs, and devices under 100 lbs. (45 kg) will meet the requirements.
- Category 3 Work Zone Safety Devices; including portable signs with hard (plywood, aluminum) substrate, temporary portable concrete barrier, and all devices exceeding 100 lbs. (45 kg) and/or "expected to cause significant occupant velocity change" will meet the NCHRP-350 requirements with the following exception:

The permittee shall submit proof of compliance with NCHRP-350 requirements upon request from an Idaho Transportation Department representative.

-Crash Cushions and Truck Mounted Attenuators will meet NCHRP-350 requirements if purchased AFTER October 1, 1998. All crash cushions and truck mounted attenuators purchased PRIOR to October 1, 1998 may continue to be used until they complete their normal service life if they meet NCHRP-230 requirements. Category 4 Work Zone Safety Devices; including portable changeable message signs, arrow panels, and other trailer mounted devices may be used without attenuation. These devices may be placed behind crashworthy barriers or shielded with TMA's or crash cushions providing the attenuation does not impair their functionality or create a hazardous condition

### The following items must be labeled on the traffic control plan.

1. Plan must depict actual roadway lanes.
2. The Highway name and side roads must be on the plan sheet.
3. Signs must be labeled with the MUTCD number as well as the sign name.
4. Sign spacing must be labeled in between each sign.
5. Sign size and color must be labeled on plan sheet (48" x 48" Black on Orange).
6. Barrels in the tapers and the spacing between the barrels must be labeled.
7. Tubular markers in the tangents and the spacing must be labeled.
8. Plan must show the posted speed limit for each zone.
9. Plan must show the work Zone.
10. Plan shall be signed and dated by a Traffic Control Supervisor with the certification number and date of expiration on the plan or a Licensed Engineered Licensed in Idaho.
11. Plan should include End Road Work signs.



## Right-of-Way Encroachment Application And Permit - Approaches or Public Streets

ITD Permit Application Number: 03-26-328-A

Applicant Information			
<b>Applicant Name</b> Dusty Bitton		<b>Mailing Address</b> PO Box 4110, McCall ID 83638	
<b>Email</b> dusty@pinetopmccall.com	<b>Phone</b> 208-315-0090	<b>Alternative Phone</b>	

Permit Information				
Property	<b>Property Owner</b> Pearson Storage Partners, LLC	<b>Property Address</b> 14014 State Highway 55, McCall		<b>County</b> Valley
	<b>Nearest Public Street</b> State Highway 55			<b>Tax ID/Parcel ID</b> RP18N03E331807
	<b>Current Property Use</b> Agriculture	<b>Current Zoning</b> Open Land	<b>Proposed Property Use</b> Commercial	<b>Proposed Zoning</b> Commercial
	<b>Current Access</b> The current approach which is not yet permitted	<b>Property Owner Owns Adjacent Properties</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No RP007340010020, Lot 2 of the Vandal Flats Subdivision. The proposed approach will consolidate 3 separate access points and will be located in a shared access easement, located on the adjacent property owned by the applicant.		
Planned Approach	<b>Existing Approach</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Removing Approach</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>New Approach</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Temporary Approach</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<b>Proposed Modification Type</b> <input type="checkbox"/> Location <input type="checkbox"/> Width <input type="checkbox"/> Use <input type="checkbox"/> Improve <input type="checkbox"/> Consolidate Multiple <input type="checkbox"/> No Change			
	<b>Desired Approach Width</b> 28	<b>Type of Approach Requested</b> Commercial (Two-Way)		
	<b>Describe the Work Being Performed</b> Shared use standard approach permit for parcel RP18N03E330455 (McCall Donnelly School District No. 421) & RP18N03E330455 (Pearson Storage Partners, LLC), consolidating drive approaches from both parcels, to one shared approach within a joint access easement at the parcels boundary line, but predominantly constructed on RP18N03E330455.			
	<b>Mailbox Needed</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Planned Start Date</b> June 1, 2026		<b>Planned End Date</b> July 1, 2026

	Estimated Number of Vehicles per day	Estimated Number of Vehicles per day at peak hour 12
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Contacts	
Construction Contractor Company	Name
Phone Number	E-Mail Address

Consultant Company Crestline Engineers, Inc.	Name Rob Pair
Phone Number 208-315-7450	E-Mail Address rpair@crestline-eng.com

Traffic Control Contractor Company	Name
Phone Number	E-Mail Address

**List any conditions of approval**  
 Re-work of existing approach to a 28' Commercial approach to be shared with the School District is permitted. However, should the use of the parcel change causing any increase in trip generation, and/or should the parcel be split, and/or should surrounding traffic conditions change, the property owner will need to re-apply for a new access permit. Additionally, if a future ITD roadway project modifies or removes the approach the property owner will need to re-apply for access at that time.

Authorization		
Company Name	Phone Number 208-315-0090	Email dusty@pinetopmccall.com
Property Owner/Authorized Representative's Signature <i>Richard J. Pair</i>		Date November 26, 2025

Local Government Title	Name	E-Mail Address
Local Government Signature		Date

ITD Authorized Representative's Title Development Services Manager	Name Brian Duran
ITD Authorized Representative's Signature <i>Brian D. Duran</i>	Date 04/23/2026

For ITD Use			
Project Number From ITD Highway Plan 130-A		Date Application Received November 26, 2025	In City Limits No
Route SH-55	Segment 001990	Centerline Milepost 140.24 <input checked="" type="checkbox"/> Right <input type="checkbox"/> Left	Centerline Station 127+23 <input type="checkbox"/> Right <input checked="" type="checkbox"/> Left
Traffic Impact Study Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Appraisal Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Lanes 2	Access Purchased <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Distance from Nearest Approach			
Same Side, Right 890	Same Side, Left 484	Across, Right 424	Across, Left 28
Sight Distance Right: 600 Left: 600	Reason if Restricted Right or Left	Culvert Needed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Minimum Size Diameter: 12 Length:

**GENERAL REQUIREMENTS**

1. A paper or digital copy of the permit, including the Traffic Control Plan and all attachments must be at the work site while work is in progress (digital copies must be downloaded so that they are accessible even where there is no cell service or internet).
2. Work must begin within one (1) year and once work begins, it must be completed within 30 days. At the discretion of the District Engineer, a one-time extension, not to exceed six (6) months, may be granted if a written request is received from the permittee prior to the expiration date. If the permitted work does not begin within one year of permit issue date, ITD will inform the permittee that the permit is void. If the permittee wishes to continue, a new application must be submitted.
3. Any addendum "change order, alteration or modification" to this permit or any of its terms or conditions, must be authorized and signed by an ITD authorized representative. Addendum shall be on-site and available for inspection (with original permit) during construction activities. Addendum will be filed on record along with permit.
4. All work within the State Highway Right-of-Way must observe and comply all applicable laws, ordinances, regulations, orders and decrees and with government and industry standards, including Americans with Disabilities Act, (OSHA) regulations as enacted by The United States Department of Labor Occupational Safety and Health Administration, and the current ITD Traffic Control requirements and ITD Workzone Safety and Mobility Policy (Copies are available from ITD upon request). The permittee is responsible for obtaining all other necessary permits and approvals prior to starting work. ITD may request documentation of the local jurisdiction's land-use approval.
5. The permittee must provide all material, labor, and equipment involved in the permitted work including furnishing drainage pipe, curb, gutter, concrete sidewalk, etc., where required. All materials shall be sourced from an ITD Qualified Vendor. Lists of qualified vendors available upon request. Prior to beginning work sufficient labor, materials and equipment must be at the job site to expediently complete the project.
6. All utilities must be installed under culverts. Work done under this permit must be constructed in a way that does not cause water to flow onto the roadway or shoulder and must not interfere with the existing drainage on the State Highway System or any nearby drainage systems.
7. Idaho Statute Title 55, Chapter 22, Section 55-2201 through 55-2210 requires that if any excavation is involved, the applicant must notify the One-Call Service by calling 8-1-1 at least two business days and not more than 10 business days before the start of excavation. Please go to <http://www.digline.com> for more information. Digline will not notify ITD to mark facilities! There may be ITD owned underground facilities present within the permit work area. The contractor is to request locates of buried utility facilities owned by the State by contacting the District Traffic Signal Foreman, all other ITD facilities contact the Area Foreman (contact information will be provided in the permit approval letter. All known facilities must be marked before any excavation takes place.
8. Once the permit is approved, the permittee must notify ITD five (5) working days before starting the permitted work. No work will begin until the permittee is given permission to proceed by an authorized representative of ITD.
9. ITD approved Traffic Control must be in place and maintained during work and meet the most current editions of: ITD Traffic Control Requirements, the Manual on Uniform Traffic Control Devices (MUTCD).

The Traffic Control Plan (TCP) must be on-site and available for inspection during traffic control set up and removal. Violations of the TCP or MUTCD requirements may result in immediate shut-down of the permitted work and revocation of the permit.

**ITD Permit Application Number: 03-26-328-A**

10. ITD may inspect the materials and workmanship during construction and upon completion to determine that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state Right-of-Way that do not comply with the requirements of the permit, that conflict with concurrent highway construction or maintenance work, or that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public. Any encroachment that is found to be in non-compliance with the requirements of the approved permit may be required to be modified, relocated, or removed at the sole expense of the permittee upon written notification by the District Engineer or authorized representative.
11. Upon completion of the permitted work, at the permittee's expense, the Right-of-Way must be restored to original condition or better to the satisfaction of ITD including the removal of all trash and debris, repair of any and all damage, correction of any interferences with highway drainage, restoration of survey monuments and traffic control devices, and all required grading and seeding. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee.
12. All permitted work must be completed and available for final inspection within thirty (30) days after construction begins, unless otherwise written in the special provisions of the permit. After construction is completed the permittee must notify the ITD Maintenance Foreman for final inspection. The contact information for the foreman will be included in the permit approval letter. Permit will be considered temporary until final approval by ITD. The permittee must maintain the encroachment covered by their permit at their own expense.
13. ITD reserves the right to add, remove, modify, repair, or relocate any encroachment(s) or appurtenance(s) within the Highway Right-of-Way which currently exists or has been authorized by this permit, to accomplish the relocation, reconstruction, widening, or maintenance of the highway and/or to improve safety or mobility on or adjacent to the highway system. Said change or removal will be made at the sole expense of the permittee, or its successors and assigns. All such modifications, relocation, or removal by the permittee will be done in such a manner as will cause the least interference with the traveling public or any of the Department's work.
14. The Permittee shall be responsible for damages caused during permit activity and guarantee workmanship for 2 years after completion. Damages must be reported to the area Foreman immediately. Repairs shall be made by the permittee as directed by the ITD authorized representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.
15. ITD may revoke, amend, amplify, or terminate this permit or any of its conditions if the permittee fails to comply with any or all of its provisions, requirements, or regulations or through willful or unreasonable neglect, fails to heed or comply with notices given, or if a utility, approach, or other item is not installed or operated and maintained in conformity with the permit.
16. After permitted work receives final approval, any modification, addition, repair, relocation, or removal of the encroachment granted by this permit will require a new permit before beginning work.

**SUPPLEMENTAL REQUIREMENTS FOR APPROACH PERMITS**

1. Approaches will be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the Highway Right-of-Way. I.D.A.P.A. 39.03.42 lists all prohibited uses.
2. Unless the requirement is waived by the District Engineer, a Traffic Impact Study will also be required when a new or expanded development seeks direct access to a state highway, and at full build out will generate one hundred (100) or more new trips during the peak hour, the new volume of trips will equal or exceed one thousand (1000) vehicles per day, or the new vehicle volume will result from development that equals or exceeds the threshold values in Table 2. The Traffic Impact Study is created by a licensed engineer in the State of Idaho at their cost.
3. Only Changes in deeded access will be recorded with the County following the final approval by ITD. The permittee will receive a copy of the recorded document which should be retained for future reference.
4. Changes in the use (as defined in I.D.A.P.A. 39.03.42), of the permitted access not consistent with the requirements and conditions listed on the permit may be considered a violation of the permit.
5. Any traffic control features or devices in the State Highway Right-of-Way, such as islands, median openings, traffic signals, illumination, and other traffic control devices required as a condition of a permit, are not an integral part of the approach authorized by the permit and as such will become property of the State upon final inspection and approval by ITD. ITD reserves the right to change these features and devices in the future in order to promote safety and/or mobility within the State Highway Right-of-Way. Expenditure of monies for purchase or installation of said features or devices will not create an ownership interest in the features or devices.
6. Final acceptance for approaches and public streets must be by signed inspection with supporting documentation.

Site Map



Vantor

Powered by Esri

## Rob Pair

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**From:** Dusty Bitton <dusty@pinetopmccall.com>  
**Sent:** Wednesday, November 26, 2025 2:09 PM  
**To:** Rob Pair  
**Subject:** Re: ITD Encroachment Application

Rob  
You are good to sign for us

On Wed, Nov 26, 2025 at 9:10 AM Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)> wrote:

Hey Dusty,

Can you sign and return the first page of the application? Or if you want, I can sign as the representative also.

Thank you,

Rob

---

**Rob Pair, E.I.T.** | Associate Engineer

**Crestline Engineers, Inc.**

323 Deinhard Lane, Suite C

PO Box 2330 | McCall, Idaho 83638

T 208.634.4140 | C 208.315.7450 | F 208.634.4146

[www.crestline-eng.com](http://www.crestline-eng.com)



Photo 1 – North of approach looking south (11/20/25)



Photo 2 - South of approach looking north (11/20/25)



Photo 3 – West of approach looking east (11/20/25)



Photo 3 – East looking west away from approach (11/20/25)



**Instrument # 447746**  
VALLEY COUNTY, CASCADE, IDAHO  
01-31-2022 15:22:50 No. of Pages: 2  
Recorded for: AMERITITLE - PAYETTE  
DOUGLAS A. MILLER Fee: \$16.00  
Ex-Officio Recorder Deputy: AMF  
Electronically Recorded by Simplifile

## WARRANTY DEED

Order No.: 506646AM

### FOR VALUE RECEIVED

**Robert S Goff and Jean Goff, husband and wife**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**BP Properties LLC, an Idaho Limited Liability Company**

whose current address is:

PO Box 4110  
McCall, ID 83638

the grantee(s), the following described premises, in Valley County, Idaho, TO WIT:

**A parcel of land situate in the SE ¼ of the NE ¼ of Section 33 Township 18 North Range 3 East, B.M., Valley County, Idaho, more particularly described as follows:**

**Commencing at the Northwest corner of Lot 1 Knob Hill Estates Subdivision as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 6, Page 35 of Plats, a 5/8 rebar, thence, North 0°17'31" East., 246.43 feet along the easterly right-of-way line of State Highway 55 to a 5/8" rebar, The Real Point of Beginning  
Thence, North 80°41'54" East, 484.00 feet to a 5/8" rebar,  
Thence, North 5°48'34" West, 125.57 feet to a 5/8" rebar,  
Thence, North 55°20'31" East, 515.30 feet to a 5/8" rebar,  
Thence, South 50°13'55" East, 191.38 feet to a 5/8" rebar on the northwesterly boundary of Lot 9 in said Knob Hill Estates Subdivision,  
Thence, North 30°34'15" East, 435.95 feet along the northwesterly boundary of said Knob Hill Estates Subdivision to a 5/8" rebar,  
Thence North 43°16'03" East, 44.83 feet, along said northwesterly boundary to its intersection with the easterly line of said SE ¼ NE ¼, a 5/8" rebar,  
Thence, North 0°49'11" East, 137.90 feet to the northeast corner of said SE ¼ NE ¼, a 5/8" rebar,  
Thence South 89°53'02" West, 1285.65 feet along the northerly line of said SE ¼ NE ¼ to its intersection with the easterly right-of way of State Highway 55, a 5/8" rebar;  
Thence South 0°17'31" West 917.06 feet to the Point of Beginning.  
Bearings based on State Plane Grid Azimuth.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

3. **Maintenance.** Grantee is solely and exclusively responsible for maintenance of the Easement. Grantor shall not erect or construct any buildings, fences or structures on said easement and right-of-way, shall not plant crops, shrubs or trees on said easement and right-of-way, or otherwise limit Grantee's ability to access, maintain, or in any way limit Grantee's ability to exercise its right under this Agreement.
4. **Binding on Successors.** This Easement and the vacation of any previously existing easements shall be recorded in the official records of Valley County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all Parties hereto and shall run with the land.
5. **Counterparts.** This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.
6. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantor:                    McCall-Donnelly Joint School District No. 421  
                                  Superintendent  
                                  120 Idaho Street  
                                  McCall, Idaho 83638

Grantee:                    McCall-Donnelly Joint School District No. 421  
                                  Superintendent  
                                  120 Idaho Street  
                                  McCall, Idaho 83638

Grantee:                    BP Properties LLC  
                                  Owner  
                                  Primary Address:  
                                  112 N. 3<sup>rd</sup> Street  
                                  McCall, ID 83638

                                 Mailing Address:  
                                  PO BOX 4110  
                                  McCall, ID 83638-8110

7. **Dedications.** Grantor excepts and reserves unto itself, its successors and assigns, the right to dedicate the Easement as a public street or drive at any time at its sole election. Upon any such dedication all private rights of Grantee therein shall automatically terminate and expire. Until and unless an express dedication is made of the Easement, no use hereunder shall be deemed to constitute the Easement as a public way or a quasi-public way, but to the contrary the





**EXHIBIT A – Legal description of property**



February 28, 2023  
Project No.: 122081

EXHIBIT "A"

VANDAL FLATS SUBDIVISION  
JOINT ACCESS EASEMENT DESCRIPTION

An easement located in the Northeast Quarter of the Northeast Quarter of Section 33, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 33 of said Township 18 North, Range 3 East, (from which point the North Quarter Corner of said Section 33 bears South 89° 56' 10" West, 2658.75 feet distant);

Thence from said Northeast Corner of Section 33, South 89° 56' 10" West, a distance of 1296.76 feet on the North Section Line of said Section 33 to a point on the easterly right of way line of State Highway 55; Thence South 00° 17' 52" West, a distance of 1323.89 feet on the easterly right of way line of State Highway 55 to a point on the east-west 1/16th Section line of the Northeast Quarter of said Section 33, said point being the Southwest corner of that Parcel of Land described in Deed Instrument Number 372139 of Valley County Records, and being the POINT OF BEGINNING;

Thence North 00° 17' 52" East, a distance of 75.00 feet on said easterly right of way line;

Thence North 89° 51' 54" East, a distance of 724.40 feet;

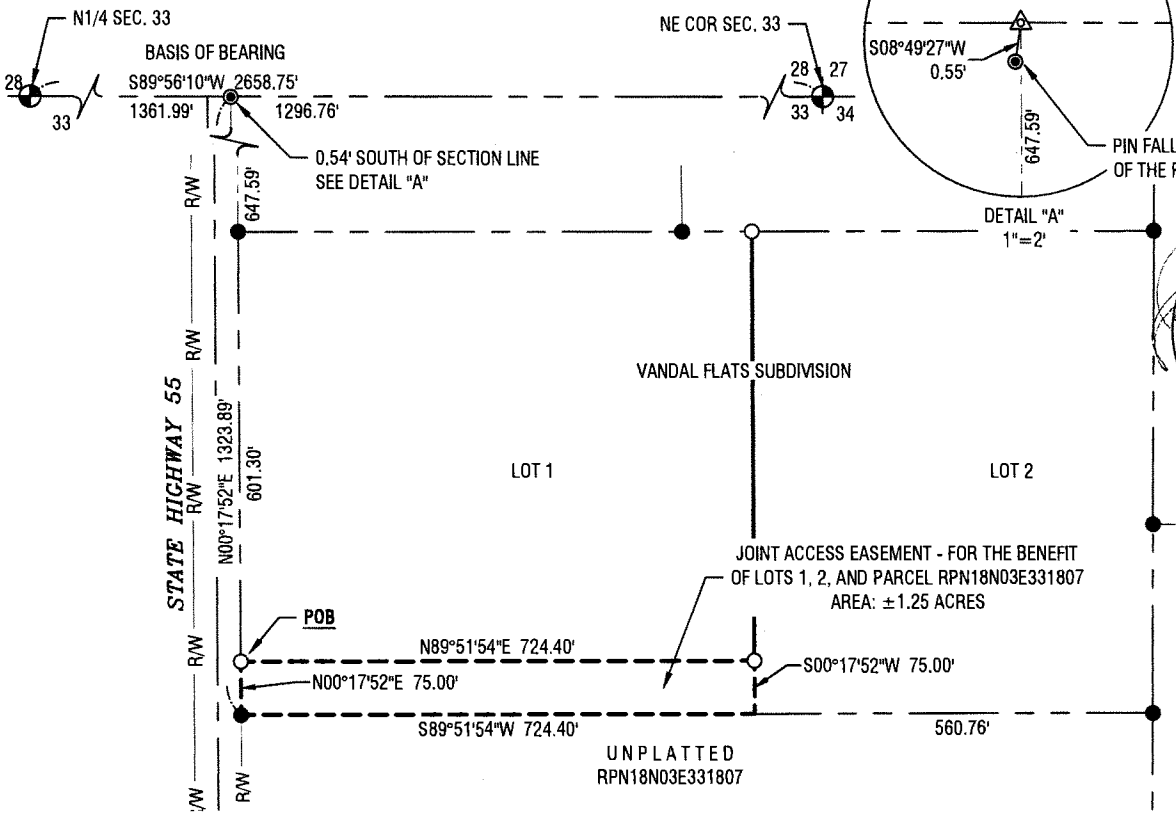
Thence South 00° 17' 52" West, a distance of 75.00 feet to a point on the east-west 1/16th Section line of the Northeast Quarter of said Section 33;

Thence South 89° 51' 54" West, a distance of 724.40 feet on the east-west 1/16th Section line of the Northeast Quarter of said Section 33 to the POINT OF BEGINNING.

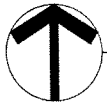
PREPARED BY:  
The Land Group, Inc.

James R. Washburn





File Location: C:\22081\22081\22081\22081\joint access servt modd hallow.dwg (3/3/23) 10:47 AM  
 User: jrw  
 Date Plotted: Tuesday, February 28, 2023 at 09:45 AM



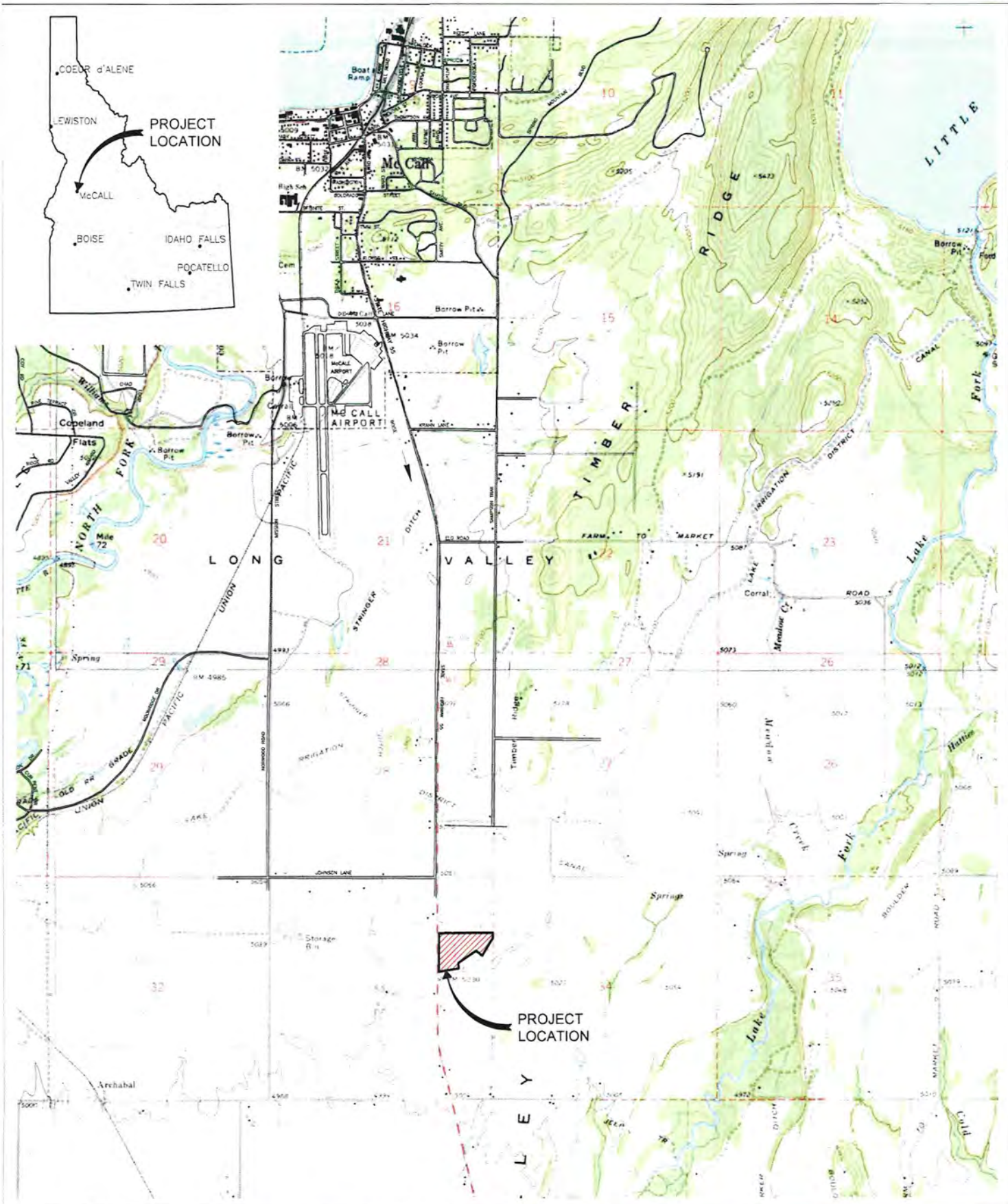
**Exhibit "B"**

Horizontal Scale: 1" = 200'



Project No.: 122081  
 Date of Issuance: February 28, 2023

**Joint Access Easement  
 Vandal Flats Subdivision  
 Valley County**



NORTH  
SCALE: 1" = 3000'

# CRESTLINE ENGINEERS

323 DEINHARD LANE, SUITE C · PO BOX 2330  
McCALL, IDAHO 83638  
208.634.4140 · 208.634.4146 FAX

## ROCKY MOUNTAIN STORAGE VICINITY MAP

PROJECT	22012	DRAWN	FIGURE NO.
DATE	11/18/2025	TMS	1 OF 1

**ITD CONSTRUCTION NOTES:**

1. ALL CONSTRUCTION IN THE ITD RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE STANDARD AND SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE ITD SUPPLEMENTAL SPECIFICATIONS AND CONDITIONS TO THE STANDARD SPECIFICATIONS AND THE ITD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WILL BE ALLOWED UNLESS OTHERWISE AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
2. ANY IRRIGATION FACILITIES SHOULD BE RELOCATED OUTSIDE OF THE RIGHT-OF-WAY.
3. ALL UTILITY RELOCATION COSTS ASSOCIATE WITH IMPROVING STREET FRONTAGES RESULTING THE SITE SHALL BE BORNE BY THE DEVELOPER.
4. REPLACE ANY DAMAGED ITEMS THAT MAY BE DAMAGED DURING THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT. CONTACT JOB PANS AT (208) 781-3108 (WITH PERMIT NUMBER) FOR DETAILS.
5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO VERIFY ALL UTILITIES AND RECORDS FOR THE PROJECT. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES.
6. THE MAXIMUM CROSS SLOPE OF ANY SIDEWALK, PAVEMENT ACCESS OR DRIVE FRONT SHALL NOT EXCEED THREE PER CENT TOLERANCES ALLOWED.
7. CONSTRUCT ALL PAVEMENT MATCHES INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS WITHIN THE RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION.
8. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET.
9. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO MATCH EXISTING MATCH LINES THAT DO NOT FALL WITHIN THE WHEEL WASH OF A LANE. MATCH LINE SHALL BE IN THE CENTER OR EDGE OF A TRAVEL LANE.
10. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

**NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORDS FOR THE PROJECT. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND RECORDS FOR THE PROJECT. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES.
3. CONTRACTOR TO ADHERE TO PROJECT SPECIFIC ITD PERMIT REQUIREMENTS.
4. THE DRIVE APPROACH MUST SLOPE AWAY FROM THE HIGHWAY AT A MINIMUM OF 2% EXISTING GRADING WITHIN THE RIGHT-OF-WAY AND ON PRIVATE PROPERTY SHALL BE ADJUSTED TO ACCOMMODATE AND MAINTAIN POSITIVE DRAINAGE.
5. APPLICANT WILL HAVE TO THE END OF APPROACH RADIIUS OR RIGHT-OF-WAY/PROPERTY BOUNDARY, WHICH EVER IS SHORTER, AT A MINIMUM.
6. ASPHALT APPROACH SHALL BE CONSTRUCTED PER ITD STANDARD DRAWING NO. A03-1 AND ALL ITD STANDARDS.

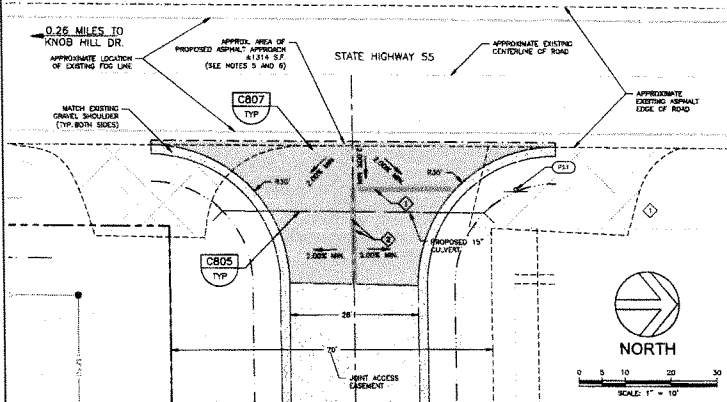
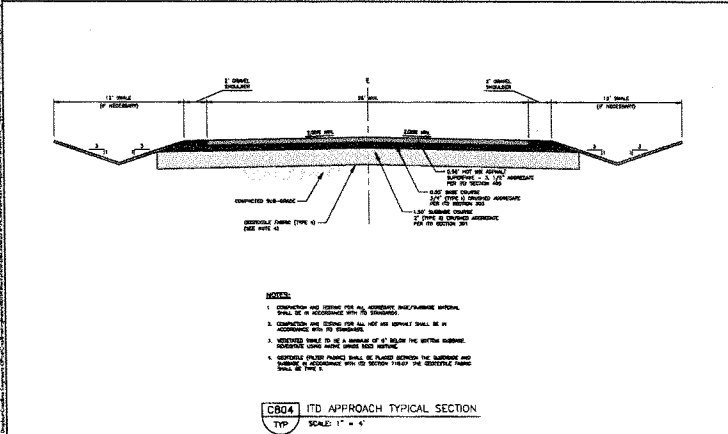
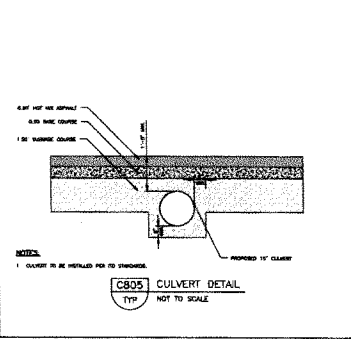
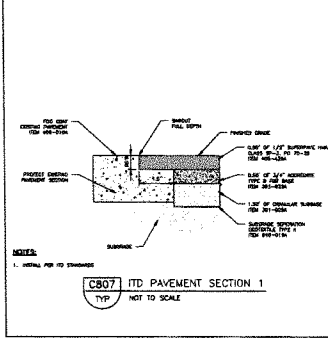
**LEGEND:**

- PROPERTY BOUNDARY/RIGHT-OF-WAY
- EXISTING EDGE OF ASPHALT HIGHWAY
- PROPOSED ASPHALT APPROACH
- EXISTING APPROACH TO BE REMOVED

**KEYNOTES:**

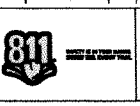
- ◆ 12" WIDE SOLID WHITE STOP BAR PAVEMENT MARKINGS PER MUTCD SECTION 3B.16.
- ◆ 4" WIDE DOUBLE SOLID YELLOW LINE PER MUTCD SECTION 3B.01.

**SIGN LEGEND:**



NO.	REVISION	BY	DATE	DESIGN	APP

**CRESTLINE ENGINEERS**  
 323 DEINHARD LANE, SUITE C - PO BOX 2330  
 McALL, IDAHO 83638  
 208.634.4140 - 208.634.4146 FAX



**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 ITD DRIVE APPROACH

VERIFY SCALE	
PROJECT	22011
DATE	11/25/2023
DRAWING NO.	
SHEET NO.	1 OF 2

**NOTES:**

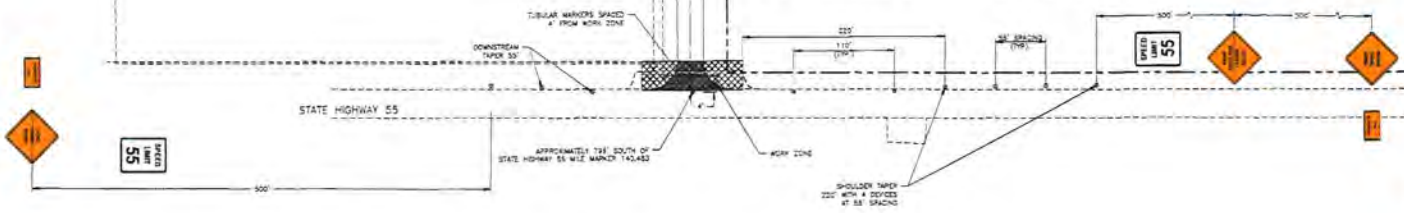
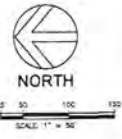
- CONSTRUCTION TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS ADOPTED BY THE STATE.
- ALL CROSS STREETS AND DRIVEWAYS SHALL REMAIN OPEN AND ACCESSIBLE DURING CONSTRUCTION.
- DISTANCES BETWEEN SIGNS ARE MINIMUM. SOME ADJUSTMENTS MAY BE NECESSARY IN THE FIELD DEPENDING ON THE CONDITIONS ENCOUNTERED. SIGNS SHALL BE PLACED IN AHEAD, SUGGESTION AREAS AND SPACED FOR VISIBILITY WHERE NEEDED.
- CONSTRUCTION SIGNS THAT IS NOT IN USE SHALL BE REMOVED.
- CONTRACTOR SHALL LOCATE SHOULDER WORK SIGNS ON EACH SIDE AND SHALL REMOVE DURING NON-WORKING PERIODS.
- ALL ROADS SHALL REMAIN FULLY OPERATIONAL WITH ONE TEN (10) FOOT TRAVEL LANE IN EACH DIRECTION DURING NON-WORKING PERIODS.
- WORK TIME RESTRICTIONS AND TEMPORARY TRAFFIC CONTROL ARE AS FOLLOWS: NO RESTRICTIONS - NO LANE RESTRICTIONS WILL BE ALLOWED FROM 12 P.M. (NOON) TILL 12 A.M. (MIDNIGHT) HOURS.
- THIS PLAN IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL FEDERAL, STATE AND LOCAL LAWS ARE FOLLOWED.
- THE POSTED SPEED LIMIT IS 55 MPH AND WILL NOT CHANGE AS A RESULT OF THE TEMPORARY TRAFFIC CONTROL PLAN.
- IF PAVING OPERATIONS REQUIRE FLAGGING, THE CONTRACTOR WILL SUBMIT A REVERSED TRAFFIC CONTROL PLAN.

**LEGEND:**

- WORK ZONE
- SAMPLE
- TUBULAR MARKER
- PROPERTY BOUNDARY/RIGHT-OF-WAY
- EXISTING EDGE OF ASPHALT HIGHWAY
- CENTERLINE OF HIGHWAY
- PROPOSED ASPHALT APPROACH

**SIGN LEGEND:**

- W21-1 48"x48"
- W21-5A 48"x48"
- W21-3 48"x48"
- SPEED LIMIT 55
- POSTED SPEED LIMIT



**APPROVED**

NO.	REVISION	BY	DATE	DESIGN	APP.

FOR REVIEW ONLY  
NOT FOR  
CONSTRUCTION

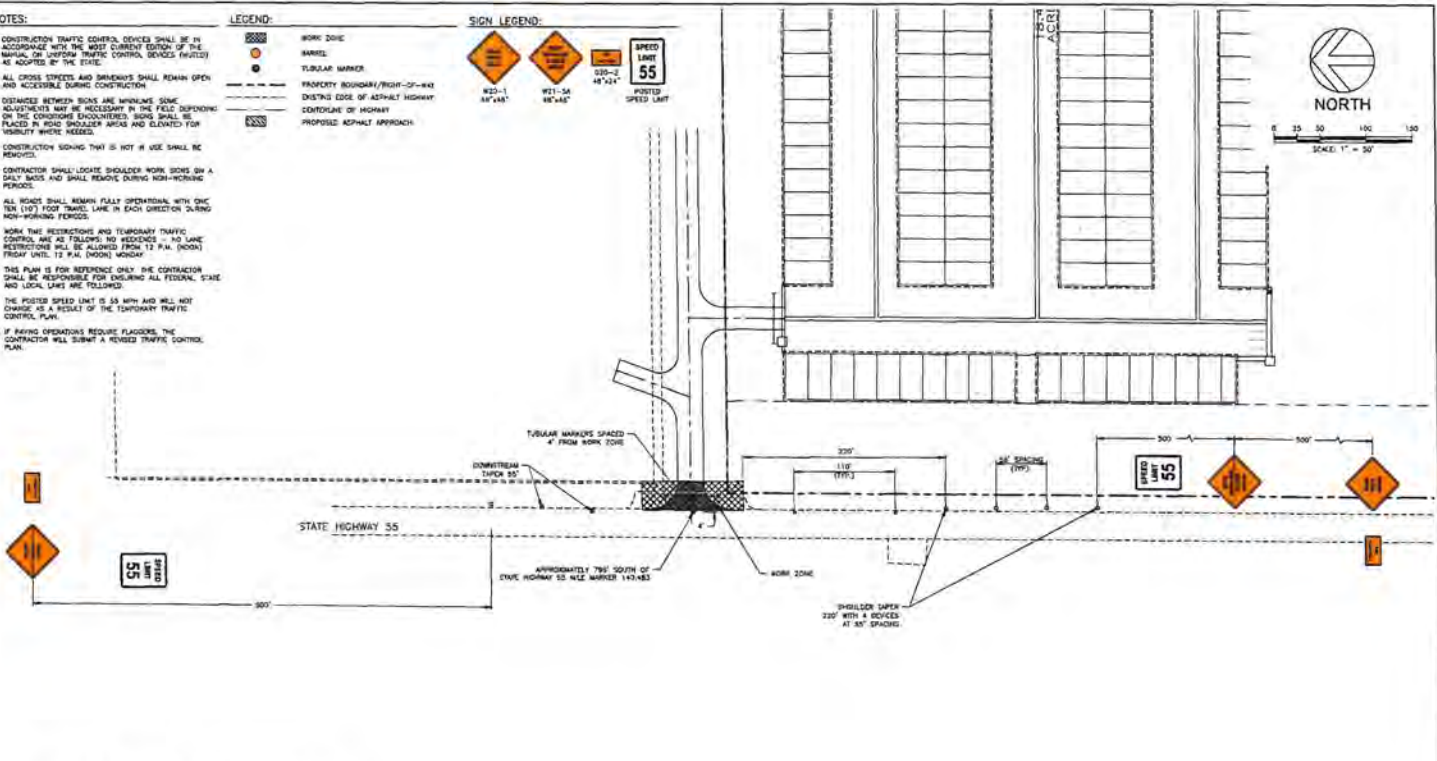
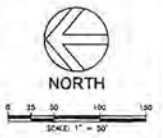
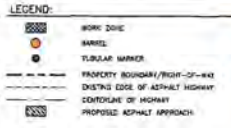
**CRESTLINE ENGINEERS**  
 323 DEERHARD LAKE, SUITE C - PO BOX 2330  
 MCKALL, IDAHO 83638  
 208.634.4140 - 208.634.4148 FAX



**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 TRAFFIC CONTROL PLAN

VERIFY SCALE	
PROJECT	2011
DATE	11/20/2011
DRAWING NO.	SHEET NO.
EX-2	2 OF 2

- NOTES:**
- CONSTRUCTION TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS ADOPTED BY THE STATE.
  - ALL CROSS STREETS AND DRIVEWAYS SHALL REMAIN OPEN AND ACCESSIBLE DURING CONSTRUCTION.
  - DISTANCES BETWEEN SIGNS ARE WHOLE NUMBERS. SOME ADJUSTMENTS MAY BE NECESSARY IN THE FIELD DEPENDING ON THE CONDITIONS ENCOUNTERED. SIGNS SHALL BE PLACED IN ROAD SHOULDER AREAS AND ELEVATED FOR VISIBILITY WHERE NEEDED.
  - CONSTRUCTION SIGNING THAT IS NOT IN USE SHALL BE REMOVED.
  - CONTRACTOR SHALL LOCATE SHOULDER WORK SIGNS ON A SPLIT BASIS AND SHALL REMOVE DURING NON-WORKING PERIODS.
  - ALL ROADS SHALL REMAIN FULLY OPERATIONAL WITH ONE (1) FOOT TRAVEL LANE IN EACH DIRECTION DURING NON-WORKING PERIODS.
  - WORK TIME RESTRICTIONS AND TEMPORARY TRAFFIC CONTROL ARE AS FOLLOWS: NO RESTRICTIONS -- NO LANE RESTRICTIONS WILL BE ALLOWED FROM 12 P.M. (NOON) FRIDAY UNTIL 12 P.M. (NOON) MONDAY.
  - THIS PLAN IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL FEDERAL, STATE AND LOCAL LAWS AND FOLLOWING.
  - THE POSTER SPEED LIMIT IS 55 MPH AND WILL NOT CHANGE AS A RESULT OF THE TEMPORARY TRAFFIC CONTROL PLAN.
  - IF RAINING OPERATIONS REQUIRE FLAGGERS, THE CONTRACTOR WILL SUBMIT A REVISED TRAFFIC CONTROL PLAN.



**APPROVED**

NO.	REVISION	BY	DATE	DESIGN
				313
				145
				021
				021

FOR REVIEW ONLY  
NOT FOR  
CONSTRUCTION

**CRESTLINE ENGINEERS**  
 323 DEERHARD LANE, SUITE C - PO BOX 2330  
 McCALL, IDAHO 83836  
 208.634.4140 - 208.634.4146 FAX



**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 TRAFFIC CONTROL PLAN

VERIFY SCALE	
DATE	BY
PROJECT	DATE
DRAWING NO.	SHEET NO.
EX-2	2 OF 2





Thank you!

PURCHASE RECEIPT

ITD Online - District 3

8150 Chinden Boulevard, P.O. Box 8028

Boise ID 83707

(208)334-8300

OTC Local Ref ID: 141872878

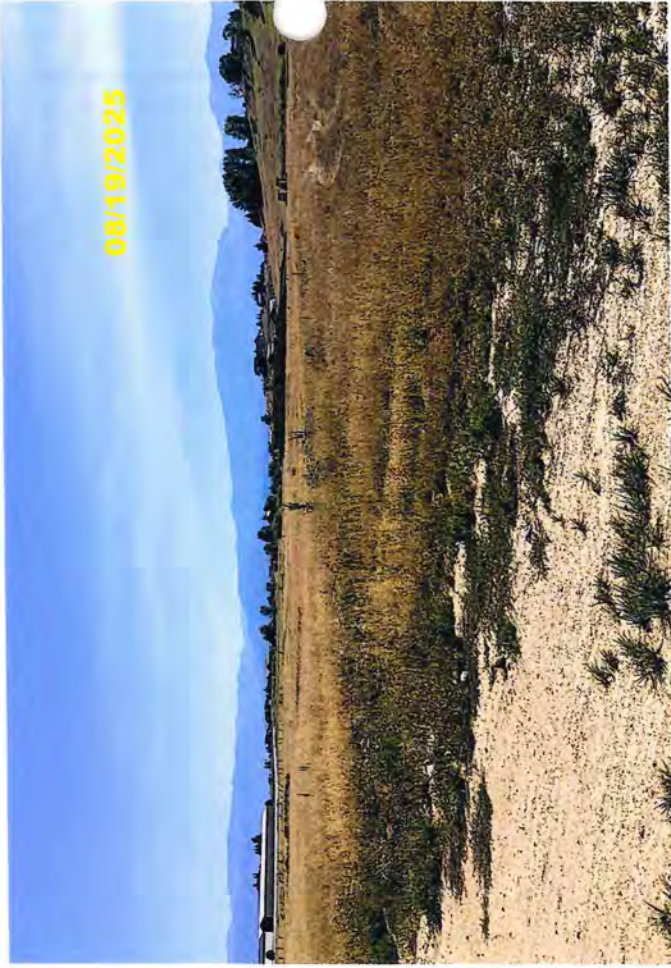
11/26/2025 09:08 AM

Your credit card or bank statement will show a charge from Idaho.gov.

Status: APPROVED  
 Customer Name: Gregg T Tankersley  
 Type: Visa  
 Credit Card Number: \*\*\*\* \* 2980

Items	Quantity	TPE Order ID	Total Amount
Approach Permit - Office, 50,000 sq. ft. or more	1	74674536	\$100.00
Applicant Name: Dusty Bitton			
Business Name: Pearson Storage Partners, LLC			
Applicant's Phone Number: 208-315-0090			
Applicant's Email Address: dusty@pinetopmccall.com			
Highway: State Highway 55			
Mile Post Number(s): 140			
Total remitted to the ITD Online - District 3			\$100.00
Tyler Technologies Fee	1	74674536	\$2.50
Total Amount Charged			\$102.50

To offer the convenience of an electronic payment, a service fee has been added to your transaction. This fee goes to our third-party provider, Tyler Technologies. ITD does not keep any portion of this fee.





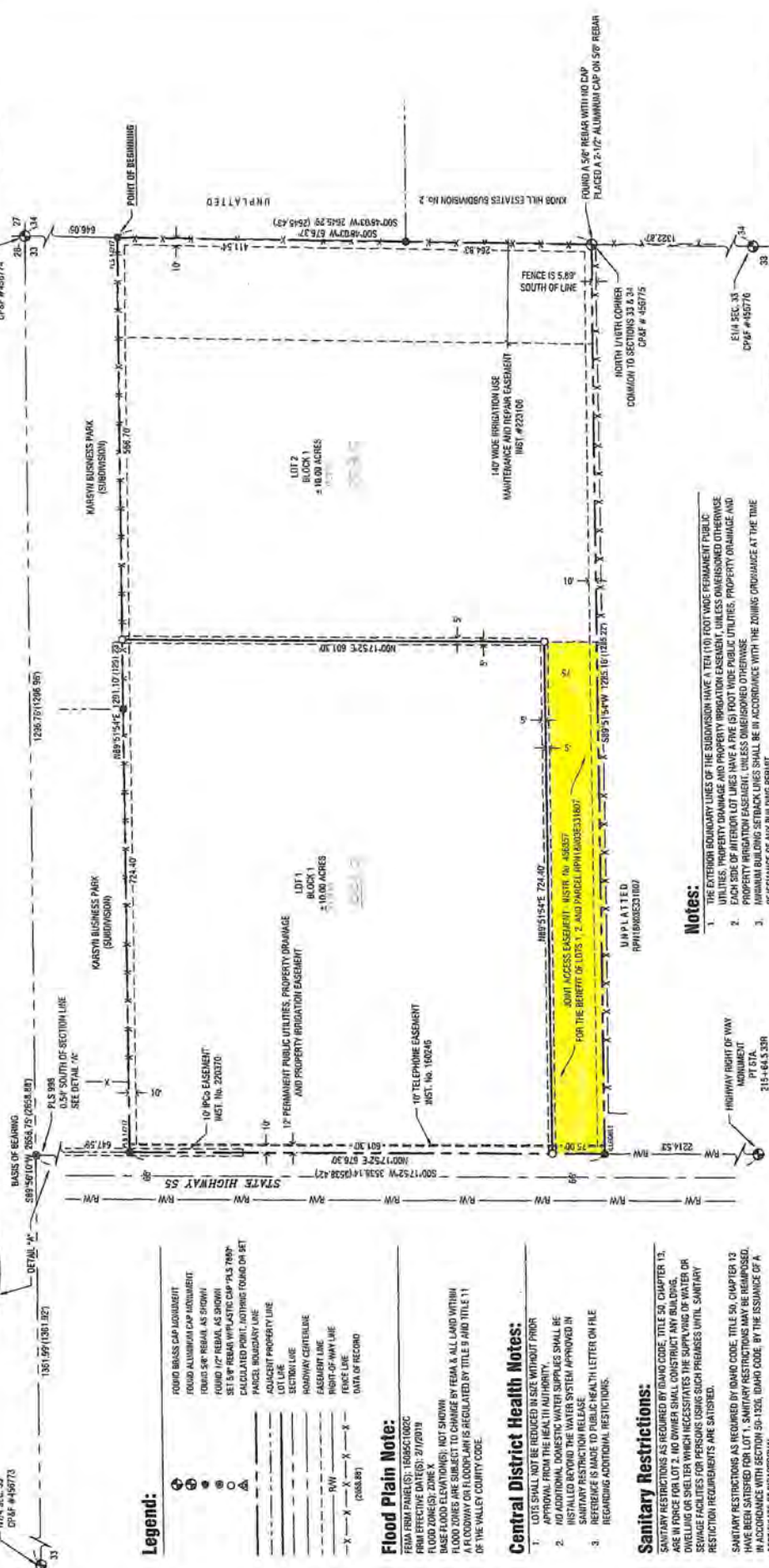
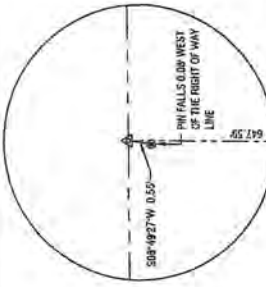


RP 00734  
Book 13 p. 98

Instrument # 457277  
 1. KARSYN BUSINESS PARK (SUBDIVISION)  
 2. 1/4 SECTION 33  
 3. 1/2 SECTION 34  
 4. 1/4 SECTION 35  
 5. 1/4 SECTION 36  
 6. 1/4 SECTION 37  
 7. 1/4 SECTION 38  
 8. 1/4 SECTION 39  
 9. 1/4 SECTION 40  
 10. 1/4 SECTION 41  
 11. 1/4 SECTION 42  
 12. 1/4 SECTION 43  
 13. 1/4 SECTION 44  
 14. 1/4 SECTION 45  
 15. 1/4 SECTION 46  
 16. 1/4 SECTION 47  
 17. 1/4 SECTION 48  
 18. 1/4 SECTION 49  
 19. 1/4 SECTION 50  
 20. 1/4 SECTION 51  
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 63. 1/4 SECTION 94  
 64. 1/4 SECTION 95  
 65. 1/4 SECTION 96  
 66. 1/4 SECTION 97  
 67. 1/4 SECTION 98  
 68. 1/4 SECTION 99  
 69. 1/4 SECTION 100

# Vandal Flats Subdivision

Located in the NE 1/4 of the NE 1/4 of Section 33  
 Township 18 North, Range 3 East, Boise Meridian  
 Valley County, Idaho  
 2023



- Notes:**
- THE EXTERIOR BOUNDARY LINES OF THE SUBDIVISION HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND PROPERTY IRRIGATION EASEMENT, UNLESS DIMENSIONED OTHERWISE.
  - EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE AND PROPERTY IRRIGATION EASEMENT, UNLESS DIMENSIONED OTHERWISE.
  - MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMITS ARE APPROVED AS MULTIPLE USE ZONE.
  - ALL LOTS SHALL BE SUBJECT TO THE DISCLOSURE REQUIREMENTS OF IDAHO CODE § 18-08023. IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER, AND THE LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS BY LAKE IRRIGATION DISTRICT.
  - THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
  - ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
  - ONLY ONE BURRING DEVICE IS ALLOWED ON EACH LOT.
  - SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
  - THE DEVELOPMENT OF LOT 2 WILL REQUIRE A SEPARATE CONDITIONAL USE PERMIT FROM VALLEY COUNTY.

**Survey Narrative:**  
 THIS PLAT IS BEING PREPARED AT THE REQUEST OF MACALL-DONNELLY LAND SERVICES, DISTRICT No. 457, TO DIVIDE THE PARCEL INTO TWO LOTS. THE PROPERTY CORNER MONUMENTS WERE FOUND AND HELD FOR THE BOUNDARY OF THE PARCEL. THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF SECTION 33, FROM THE NORTHEAST CORNER OF SECTION 33 TO THE NORTH ONE QUARTER CORNER OF SECTION 33.

**Declaration of Utilities**  
 Utilities are not installed on Lot 2 Block 1 at the time of recordation of this plat.

- Legend:**
- FOUND BRASS CAP MONUMENT
  - FOUND ALUMINUM CAP MONUMENT
  - FOUND 5/8\"/>

**Flood Plain Note:**  
 FEMA FIRM PANEL(S): 16062C1000C  
 FIRM EFFECTIVE DATE(S): 8/1/2019  
 FLOOD ZONE(S): ZONE X  
 BASE FLOOD ELEVATION(S): NOT SHOWN  
 FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

- Central District Health Notes:**
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
  - NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTIONS UNLESS THE PUBLIC HEALTH LETTER ON FILE RECOMMENDS ADDITIONAL RESTRICTIONS.

**Sanitary Restrictions:**  
 SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, ARE IN FORCE FOR LOT 2. NO OTHER RESTRICTIONS APPLY. ANY DISCHARGE OF SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR LOT 1. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1302, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

**Referenced Survey Table:**

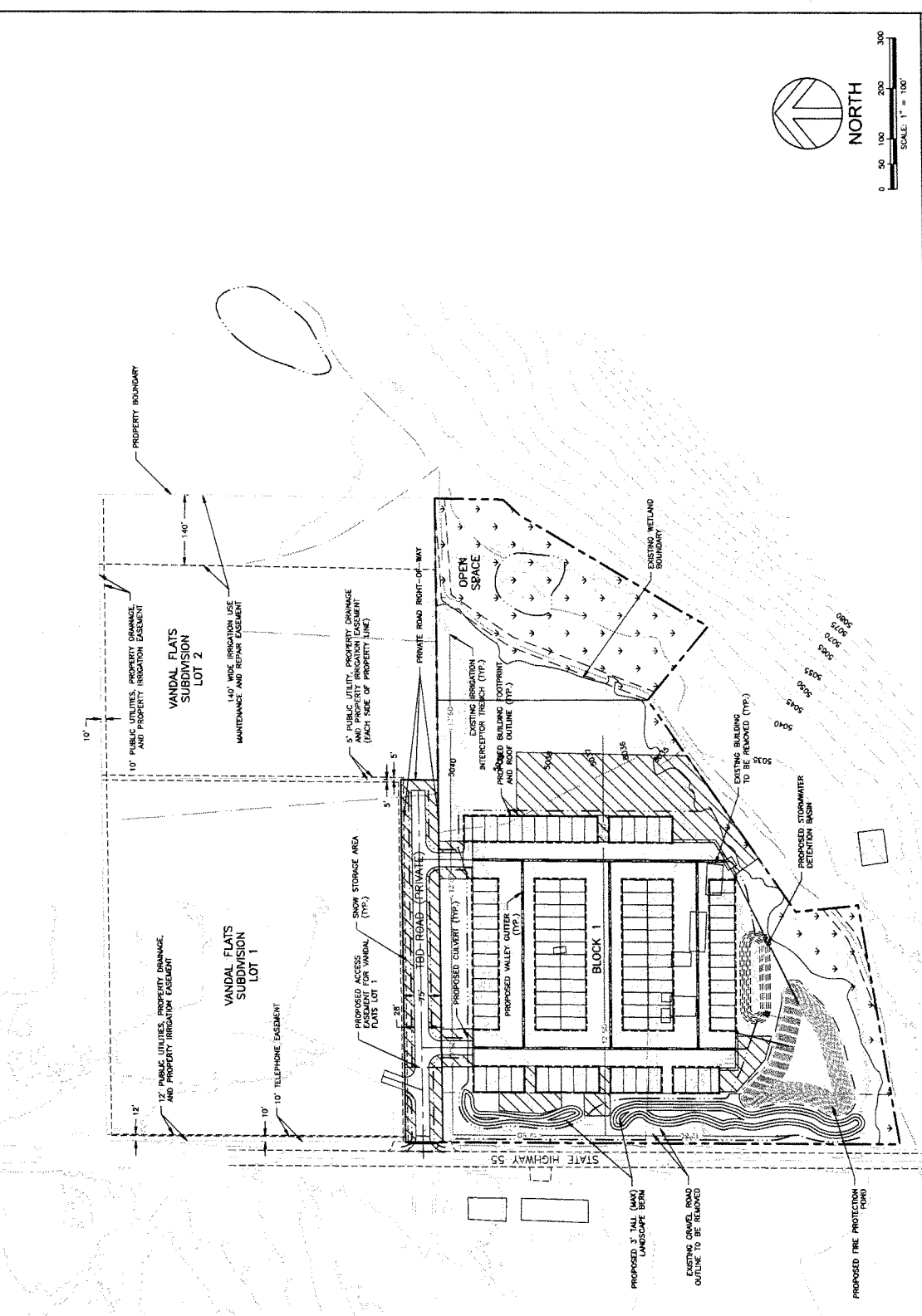
- KARSYN BUSINESS PARK (SUBDIVISION), INST. No. 419132.
- VALLEY COUNTY RECORDS
- VALLEY COUNTY RECORDS

DATE: \_\_\_\_\_  
 HEALTH DISTRICT SIGNATURE: \_\_\_\_\_

- NOTES:**
- EXISTING PROPERTY BOUNDARIES, SETBACKS AND CONTOURS SHOWN ON THIS PLAN ARE BASED UPON SURVEY DATA PROVIDED BY DUNK LAND SURVEYS, INC. ANY DISCREPANCIES SHOULD BE FOUND ON THE VANDAL FLATS SUBDIVISION FINAL P.L.T.
  - CONTOUR INTERVALS ARE 1 FOOT MINOR AND 5 FOOT MAJOR.
  - THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE EXISTENCE OF UTILITIES OR EASEMENTS UNLESS THE INFORMATION HAS BEEN OBTAINED FROM SOURCES OF VARYING RELIABILITY.
  - ALL PROPOSED UTILITIES (ELECTRIC, CABLE, TELEVISION AND TELEPHONE) ARE TO BE INSTALLED AND RECORDED PRIOR TO RECORDING A FINAL P.L.T.
  - REFER TO EXHIBITS EX-4, EX-5, AND EX-8 FOR PRELIMINARY GRADING AND STORMWATER MANAGEMENT PLANS.
  - WETLAND BOUNDARIES AS SHOWN ON THIS PLAN HAVE BEEN SUBMITTED TO THE USACE, AND HAS RECEIVED A PRELIMINARY JURISDICTIONAL DETERMINATION.

- LEGEND:**
- PROPERTY BOUNDARY
  - ADJACENT PROPERTY LINE
  - ROAD/DRIVE CENTER LINE
  - EXISTING EASEMENT LINE
  - PROPOSED LOT LINE
  - PROPOSED EASEMENT LINE
  - DELMITED WETLAND AREA
  - EXISTING CONTOUR
  - PROPOSED EDGE OF ASPHALT
  - EXISTING EDGE OF GRAVEL ROAD

PRELIMINARY SNOW COVERAGE CALCULATIONS/REQUIREMENTS		
S.F.	PERCENT BY AREA	ADJUSTED S.F.
TOTAL AREAS TO BE PLOWED	150,482	33%
SNOW STORAGE AREA SHOWN ON PLAN	112,862	52,862



VERTICAL SCALE  
 1" = 10'  
 0 50 100 200 300

**ROCKY MOUNTAIN STORAGE**  
 VALLEY COUNTY, IDAHO  
 EXISTING CONDITIONS WITH PRELIMINARY SITE PLAN



**CRESTLINE ENGINEERS**  
 323 DEINHARD LANE, SUITE C, PO BOX 2330  
 McCALL, IDAHO 83638  
 208.634.4140 • 208.634.4146 FAX

FOR REVIEW ONLY  
 NOT FOR CONSTRUCTION

NO.	REVISION	BY	DATE	DESIGN	RFP
1.	UPDATED PER VC 1927 COMMISSIONERS REQUEST	RFP	4/8/2018	FORNAN	RFP
				CHECKED	GTT
				APPROVED	GTT

## **SUB 25-019 – List of Exhibits**

### **Exhibits Received During Public Hearing on September 11, 2025**

- **Exhibit 1** – Annette Derrick, Valley County Building Official, stated a building permit will be required to convert the existing storage units to commercial use. (Sept. 11, 2025)
- **Exhibit 2** – Brent Copes, Central District Health, stated a subdivision application, fees, test holes, ground water monitoring and engineering report are required. (September 4, 2025)
- **Exhibit 3** – Crestline Engineer responded to Staff comments and questions listed in the Staff Report. (September 11, 2025)

### **Exhibits Received During Public Hearing on November 13, 2025**

- **Exhibit 1** – Revised Preliminary Plat (7 sheets) received November 10, 2025. Vandal Flats Subdivision Lot 2 Block 1 was removed from the preliminary plat.
- **Exhibit 2** – Revised Landscape Concept, received November 10, 2025.
- **Exhibit 3** – Federal Aviation Administration (FAA) pre-screening results received November 10, 2025. Applicant is not required to file with FAA.
- **Exhibit 4** – Renderings of proposed buildings and landscaping received November 10, 2025.
- **Exhibit 5** – Landscape compilation video received November 10, 2025.

### **Exhibits Received During Public Hearing on February 12, 2026**

- **Exhibit 1** – Correspondence from Gregg Tankersley of Crestline Engineers on February 6, 2026, to Kendra Conder of Idaho Transportation Department regarding ITD's response and a right-of-way Encroachment Application submitted November 26, 2025. (Received February 6, 2026)
- **Exhibit 2** – Dusty Bitton submitted landscaping information, landscape renderings, and CCRs for McCall Valley Storage Condos, similar to the proposed use. (February 10, 2026).
- **Exhibit 3** – Revised Approach Detail Drawing with added signature and striping submitted by Crestline Engineering. Kendra Conder, Idaho Transportation Department, stated there are no issues from ITD's perspective that should hold up the PZ hearing. (February 6, 2026; February 9, 2026; February 10, 2026; February 11, 2026)

**From:** Kendra Conder <Kendra.Conder@itd.idaho.gov>  
**Sent:** Monday, March 23, 2026 9:43 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** RE: Appeal - SUB 25-019 Rocky Mountain Storage - 14014 Highway 55

Hi Cynda,

ITD does not have any comments regarding the appeal for Rocky Mountain Storage.

Thank you,

**Kendra Conder**  
District 3 | Development Services Coordinator  
Idaho Transportation Department  
Office: 208-334-8377  
Cell: 208-972-3190



**From:** Kendra Conder <Kendra.Conder@itd.idaho.gov>  
**Sent:** Tuesday, March 24, 2026 12:52 PM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** RE: Appeal - SUB 25-019 Rocky Mountain Storage - 14014 Highway 55

Hi Cynda,

I've attached our staff report and email correspondence between myself and the applicant. They should have provided you with the staff report so I apologize if that did not make its way to you. ITD will not require any mitigations for this development.

**Kendra Conder**

District 3 | Development Services Coordinator  
Idaho Transportation Department  
Office: 208-334-8377  
Cell: 208-972-3190



**From:** Kendra Conder <Kendra.Conder@itd.idaho.gov>  
**Sent:** Wednesday, February 11, 2026 2:37 PM  
**To:** Rob Pair <rpair@crestline-eng.com>; gtankersley <gtankersley@crestline-eng.com>  
**Cc:** dusty@pinetopmccall.com <dusty@pinetopmccall.com>; jringert@kittelso.com <jringert@kittelso.com>; Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** RE: Rocky Mountain Storage - Access Permit

Thanks, Rob! I've added the updated detail to your existing permit, which is in our queue for review.

Cynda – There may be some small back and forth on the permit, but overall there are no issues from ITD's perspective that should hold up the P&Z hearing.

**Kendra Conder**

District 3 | Development Services Coordinator  
Idaho Transportation Department  
Office: 208-334-8377  
Cell: 208-972-3190

---

**From:** Rob Pair <rpair@crestline-eng.com>  
**Sent:** Wednesday, February 11, 2026 9:14 AM  
**To:** Kendra Conder <Kendra.Conder@itd.idaho.gov>; Gregg Tankersley <gtankersley@crestline-eng.com>  
**Cc:** dusty@pinetopmccall.com; jringert@kittelso.com; Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** RE: Rocky Mountain Storage - Access Permit

Hi Kendra,

Attached is an updated approach detail drawing with the added signage and striping. We've included 4" double solid yellow markings along the approach centerline, a 12" wide solid stop bar marking, and a stop sign.

Please let us know if you have any additional comments.

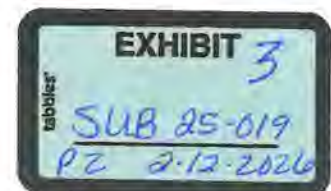
Best,

Rob

---

**Rob Pair, E.I.T.** | Associate Engineer

**Crestline Engineers, Inc.**  
323 Deinhard Lane, Suite C  
PO Box 2330 | McCall, Idaho 83638  
T 208.634.4140 | C 208.315.7450 | F 208.634.4146  
[www.crestline-eng.com](http://www.crestline-eng.com)



**From:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>  
**Sent:** Tuesday, February 10, 2026 3:27 PM  
**To:** Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>  
**Cc:** Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com); [jringert@kittelsohn.com](mailto:jringert@kittelsohn.com); Cynda Herrick <[cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)>  
**Subject:** RE: Rocky Mountain Storage - Access Permit

Hi Gregg,

Yes, I would recommend adding the additional striping information to your approach detail. Feel free to send that over to me and I can add it to your existing permit!

The 28' approach is still within our requirements, but our engineer may have questions on turning movements for the buses...I would just have a response teed up in case he asks.

**Kendra Conder**  
District 3 | Development Services Coordinator  
Idaho Transportation Department  
Office: 208-334-8377  
Cell: 208-972-3190

---

**From:** Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>  
**Sent:** Tuesday, February 10, 2026 10:45 AM  
**To:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>  
**Cc:** Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com); [jringert@kittelsohn.com](mailto:jringert@kittelsohn.com); Cynda Herrick <[cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)>  
**Subject:** RE: Rocky Mountain Storage - Access Permit

Thanks Kendra!

We currently are not showing any striping but can easily add some centerline markings and a stop bar our approach detail. As far as the approach width goes, we're showing 28' wide paved surface w/2' gravel shoulders and 30' radii connecting to the highway to help with the school bus turning movements. I'm assuming it will be ok that the approach is narrower than the 40' referenced in the response.

Thank you in advance for your continued help with this project and please don't hesitate to reach out if you'd like to further discuss the submitted application.

Best regards,

Gregg

---

**Gregg Tankersley, P.E.** | Principal Engineer

**Crestline Engineers, Inc.**  
323 Deinhard Lane, Suite C  
PO Box 2330 | McCall, Idaho 83638  
T 208.634.4140 | C 208.989.1051 | F 208.634.4146  
[www.crestline-eng.com](http://www.crestline-eng.com)

**From:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>  
**Sent:** Monday, February 9, 2026 3:41 PM  
**To:** Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>  
**Cc:** Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com); [jringert@kittelsohn.com](mailto:jringert@kittelsohn.com); Cynda Herrick <[cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)>  
**Subject:** RE: Rocky Mountain Storage - Access Permit

Gregg,

Absolutely. I will see what I can find out. Do you have any concerns about the striping and/or verbiage for the approach itself? We just want to make sure people can see both directions when exiting the site.

**Kendra Conder**

District 3 | Development Services Coordinator  
Idaho Transportation Department  
Office: 208-334-8377  
Cell: 208-972-3190

---

**From:** Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>  
**Sent:** Friday, February 6, 2026 4:00 PM  
**To:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>  
**Cc:** Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com); [jringert@kittelsohn.com](mailto:jringert@kittelsohn.com); Cynda Herrick <[cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)>  
**Subject:** Rocky Mountain Storage - Access Permit

Hi Kendra,

Thank you for sharing ITD's Staff Report for the Rocky Mountain Storage project. We appreciate all the help and consideration getting to this point. I noticed reference to an access permit on the second page. Not sure if you were aware, but we submitted a Right-of-Way Encroachment Application on 11/26/25 which I have attached to this email including the purchase receipt. Is there any chance that you could investigate it's status and provide a response with an update prior to our meeting next week on the 12<sup>th</sup> as well?

Thanks again and have a good weekend,

Gregg

---

**Gregg Tankersley, P.E.** | Principal Engineer

**Crestline Engineers, Inc.**

323 Deinhard Lane, Suite C  
PO Box 2330 | McCall, Idaho 83638  
T 208.634.4140 | C 208.989.1051 | F 208.634.4146  
[www.crestline-eng.com](http://www.crestline-eng.com)



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**IDAHO TRANSPORTATION DEPARTMENT**  
P.O. Box 8028 • Boise, ID 83707-2028  
(208) 334-8300 • itd.idaho.gov

February 6, 2026

John Ringert, P.E.  
Kittelson & Associates, Inc.  
101 S Capitol Blvd., Ste. 600  
Boise, ID 83702

**RE: Rocky Mountain Storage - Response to Agency Transmittal for Conditional Use Permit**

Dear John,

The Idaho Transportation Department (ITD) has completed our review of the updated project details for Rocky Mountain Storage, as submitted in response to Valley County's Agency Transmittal for a conditional use permit.

**Project Summary**

The proposed project is located on the east side of SH-55 in Valley County, Idaho, adjacent to the existing bus depot. The project consists of 108 condominium storage units and supporting facilities. Additionally, a turn lane warrant analysis was completed for the project.

**ITD Staff Requirements**

- Turn Lanes
  - Turn lane warrants were not met for a northbound right-turn lane. Although turn lane warrants were met for peak traffic conditions for a southbound left-turn lane, a number of additional factors warrant consideration when determining the desirability of a left-turn lane. Sight distance is not restricted for approaching vehicles at the proposed access. Additionally, the project proposes a reduction from 3 current accesses down to 1 future joint-use access with the adjoining parcel north of the project site. Reduction in access density has been shown to have an overall positive impact in crash rates, and free flow speed conditions. In addition to traffic conditions, economic feasibility and applicability must also be considered. During the peak traffic flow, the project is estimated to generate 5 trips per hour to the southbound left turn movement. The right-of-way necessary to construct a southbound left-turn lane is not controlled by the project site, potentially resulting in disproportionate costs. For these considerations and others, ITD will not require the developer to install any turn lanes.
- SH-55 Access
  - The project proposes a consolidation of accesses on SH-55. 3 accesses would reduce to 1 under the project's current proposal. ITD supports this approach.
    - Access shall be constructed as a 40' commercial joint-use approach.
    - The approach shall be striped and constructed to limit one lane of egress movement to maintain uninhibited site profiles.

**Right-of-Way (ROW) Dedications**

- The developer must dedicate right-of-way equal to all land used in the construction highway improvements conditioned in this memo. Additionally, ROW dedication is required for any drainage necessary for the construction and operation of those highway improvements.



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**Expiration of Staff Report**

- This staff report shall expire one 1 year from the date of issuance. Upon expiration, it shall be the burden of the developer to demonstrate that their project is on schedule to meet the original timelines submitted for full build-out and that no substantial changes to the site plan, or traffic data has occurred. If so demonstrated, staff should automatically renew the staff report with the original conditions. Upon expiration, if a developer cannot demonstrate these requirements staff should perform a new review and may require additional or updated analysis as needed. Additionally, if a staff report expires and ITD projects or other long-range planning efforts become newly applicable, staff should complete a new staff report and may require additional or updated analysis as needed.

**Permit Requirements**

- Once Civil Plans have been drafted for any work occurring in ITD's Right-of-Way, submit an access permit application via our online permitting tool [here](#).
  - ITD staff will receive the application and all submitted supportive documents, which should include:
    - Civil Plans
    - Parcel Deed
    - Cross-Access or Access Easement, if applicable
    - Traffic Control Plan designed by a certified Traffic Control Supervisor
  - Access and Utility Permits
    - If required, both access and utility permits will need to be reviewed and approved prior to any work in ITD's ROW.

**Notices**


- This report does not supersede or nullify any local land use requirements or legal property restrictions. Legal property restrictions include but are not limited to easements, access agreements, deed restrictions, plat restrictions, liens or other encumbrances. Removing, modifying, or establishing legal property restrictions is the responsibility of the developer.
- This report does not constitute a permit approval, or denial issued pursuant to IDAPA 29.03.42.
- Any allowance for access/encroachment on a state highway granted in this report is subject to changes in requirements/restrictions, and removal in the future for reasons of safety, capacity, and other ITD planning efforts.

ITD Staff Recommendations are intended to assure that the proposed development will not place an undue burden on the existing State Highway system within the vicinity impacted by the proposed development. Maintaining safety and mobility for Idaho's motorists is of utmost importance to ITD. We appreciate your improvements to livability in McCall, Idaho, as we want all residents to travel safely and efficiently on the highway system.

If you have any questions, feel free to contact me at [Brian.Duran@itd.idaho.gov](mailto:Brian.Duran@itd.idaho.gov) or Kendra Conder, Development Services Coordinator, at (208) 334-8377 or email [Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov).

Sincerely,

Brian Duran  
Development Services Manager  
Idaho Transportation Department | District 3

 Outlook

---

**RE: Rocky Mountain Storage (across from McCall Landing)-Turn Lane Analysis Report**

---

From Kendra Conder <Kendra.Conder@itd.idaho.gov>

To Rob Pair <rpair@crestline-eng.com>; Dusty Bitton <dusty@pinetopmccall.com>

Cc John Ringert <JRINGERT@kittelton.com>; gtankersley <gtankersley@crestline-eng.com>

 1 attachment (253 KB)

020626\_Rocky Mountain Storage Staff Report.pdf;

Hi Dusty,

Attached is our staff report for Rocky Mountain Storage. It's outlined in the report, but ITD will not require any turn lanes for your development.

Let me know if you have any questions.

Thanks!

**Kendra Conder**

District 3 | Development Services Coordinator

Idaho Transportation Department

Office: 208-334-8377

Cell: 208-972-3190



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**From:** Rob Pair <rpair@crestline-eng.com>

**Sent:** Thursday, January 29, 2026 1:58 PM

**To:** Kendra Conder <Kendra.Conder@itd.idaho.gov>; Dusty Bitton <dusty@pinetopmccall.com>

**Cc:** John Ringert <JRINGERT@kittelton.com>; Gregg Tankersley <gtankersley@crestline-eng.com>

**Subject:** RE: Rocky Mountain Storage (across from McCall Landing)-Turn Lane Analysis Report

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Thanks for the update Kendra! We will look forward to your response.

---

**Rob Pair, E.I.T.** | Associate Engineer

**Crestline Engineers, Inc.**

323 Deinhard Lane, Suite C

PO Box 2330 | McCall, Idaho 83638

**From:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>  
**Sent:** Thursday, January 29, 2026 1:16 PM  
**To:** Dusty Bitton <[dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)>  
**Cc:** John Ringert <[JRINGERT@kittelsohn.com](mailto:JRINGERT@kittelsohn.com)>; Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>  
**Subject:** RE: Rocky Mountain Storage (across from McCall Landing)-Turn Lane Analysis Report

Hi Dusty,

I spoke with John this afternoon and we were able to work through some questions I had. Our staff is currently reviewing the analysis and I will work to get you a staff report as soon as possible, but definitely before your hearing.

**Kendra Conder**

District 3 | Development Services Coordinator  
Idaho Transportation Department  
Office: 208-334-8377  
Cell: 208-972-3190



**From:** Dusty Bitton <[dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)>  
**Sent:** Wednesday, January 28, 2026 8:34 AM  
**To:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>  
**Cc:** John Ringert <[JRINGERT@kittelsohn.com](mailto:JRINGERT@kittelsohn.com)>; Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>  
**Subject:** Re: Rocky Mountain Storage (across from McCall Landing)-Turn Lane Analysis Report

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Hey Kendra  
Any feedback on this ?

On Wed, Jan 14, 2026 at 8:23 AM Dusty Bitton <[dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)> wrote:

Thanks Kendra!  
Let us know if we need to jump on a call to discuss once you dig in.

On Tue, Jan 13, 2026 at 2:14 PM Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)> wrote:

Hi John,

Thank you for sending this over! We have a lot of projects in our review queue right now, but we'll get it reviewed prior to the February 12<sup>th</sup> hearing. Barring any major concerns with the analysis, I'll provide a staff report to Dusty prior to the hearing.

I'll give you a call if I have any questions during our review.

**Kendra Conder**

District 3 | Development Services Coordinator

Idaho Transportation Department

Office: 208-334-8377

Cell: 208-972-3190



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**From:** John Ringert <[JRINGERT@kittelson.com](mailto:JRINGERT@kittelson.com)>

**Sent:** Thursday, January 8, 2026 4:19 PM

**To:** Kendra Conder <[Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov)>

**Cc:** Dusty Bitton <[dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)>; Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>; Gregg Tankersley <[gtankersley@crestline-eng.com](mailto:gtankersley@crestline-eng.com)>

**Subject:** Rocky Mountain Storage (across from McCall Landing)-Turn Lane Analysis Report

**CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Hi Kendra,

Happy New Year!

Attached is our study report documenting the turn lane evaluation for the Rock Mountain Storage condo project in Valley County for your review.

Please email me back that you received the study and if you have an estimate of the timeframe for your review. I think they have a hearing coming up in early February and the County will want to know what ITD will be requiring. If it is possible, it would be great to have the review completed by then.

Please do not hesitate to call or email me if you have any questions.

Thanks,

John

John F. Ringert, P.E.

Senior Principal Engineer

Kittelson & Associates, Inc.

101 South Capitol Boulevard, Suite 600

Boise, Idaho 83702

[www.kittelson.com](http://www.kittelson.com)

[jringert@kittelson.com](mailto:jringert@kittelson.com)

208.472.9802 (direct)

208.863.0201 (cell)

**From:** Cody Janson <CJanson@parametrix.com>  
**Sent:** Friday, April 10, 2026 8:41 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>; Kerstin Dettrich <KDettrich@valleycountyid.gov>  
**Cc:** Paul Ashton <pashton@parametrix.com>; Mitchell Hadfield <MHadfield@parametrix.com>  
**Subject:** FW: Rocky Mountain Storage - Traffic Analysis

Good morning,

Please see the email below from our traffic engineer regarding this TIS and let us know if you have any questions or need anything else.

Thank you,

# Parametrix

## Cody Janson

Senior Engineer / ESOP Trustee

208-906-1154 | direct

208-921-5480 | mobile



---

**From:** Mitchell Hadfield <MHadfield@parametrix.com>  
**Sent:** Thursday, April 9, 2026 6:06 PM  
**To:** Cody Janson <CJanson@parametrix.com>  
**Cc:** Paul Ashton <PAshton@parametrix.com>  
**Subject:** RE: Rocky Mountain Storage - Traffic Analysis

Hi Cody

I have reviewed the Rocky Mountain Storage Traffic Analysis and the associated ITD staff report. **From my perspective, the analysis is sound. I do not have any comments to the contrary.**

Here is a recap of the analysis / ITD staff report:

The storage facility is located on the east side of SH-55, just south of the McCall School District Bus Facility and will consolidate three existing accesses on SH-55 to a signal access. The analysis checked turn lane warrants using projected 2030 turning movement volumes including trips for the storage development. NBR and SBR turn lanes are not warranted. NBL and SBL turn lane volumes meet warrants both with and without the project. The left turn lane warrant threshold is 5 vehicles per hour, and the projected 2030 volumes include 5 NBL vehicles in the peak hour and 10 SBL vehicles in the peak hour. Though the NBL and SBL volume technically meets turn lane warrants, the analysis does not recommend their construction. The analysis sites ROW concerns with roadside ditches, benefit cost, low project trip generation, and adequate sight distance without the turn lanes as reasons not to construct NBL / SBL turn lanes. ITD concurs with the analysis and is not requiring any turn lanes.

Let me know if you have any questions for me.

Thanks,

# Parametrix

**Mitch Hadfield, PE, RSP1**

Traffic Operations and Safety Engineer

208-906-1160 | direct



---

**From:** Cynda Herrick <[cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)>  
**Sent:** Tuesday, March 31, 2026 1:33 PM  
**To:** Cody Janson <[CJanson@parametrix.com](mailto:CJanson@parametrix.com)>; Paul Ashton <[PAshton@parametrix.com](mailto:PAshton@parametrix.com)>  
**Cc:** Kerstin Dettrich <[Kdettrich@valleycountyid.gov](mailto:Kdettrich@valleycountyid.gov)>  
**Subject:** Fw: Rocky Mountain Storage - Traffic Analysis

Hello,

The Board of County Commissioners would like you to review and assess the attached TIS and ITD Staff Report. Your assessment of the study and report will be forwarded to the Planning and Zoning Commission for their consideration.

If you have any questions please let me know.

Thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
(208)382-7116

“Live simply, love generously, care deeply, speak kindly, and leave the rest...”

**S**ervice **T**ransparent **A**ccountable **R**esponsive

---

**From:** Rob Pair <[rpair@crestline-eng.com](mailto:rpair@crestline-eng.com)>  
**Sent:** Tuesday, March 31, 2026 10:19 AM  
**To:** Cynda Herrick <[cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)>; Kerstin Dettrich <[KDettrich@valleycountyid.gov](mailto:KDettrich@valleycountyid.gov)>  
**Cc:** [dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com) <[dusty@pinetopmccall.com](mailto:dusty@pinetopmccall.com)>  
**Subject:** Rocky Mountain Storage - Traffic Analysis

Cynda/Kerstin,

Please see the attached Traffic Analysis for the Rocky Mountain Storage Project. The County Commissioners requested that the report be reviewed by Valley County Engineer and I wanted to

provide a copy for you to send out. I have also included Idaho Transportation Departments Staff report.

Please note: An ITD encroachment permit was submitted in November 2025. We received comments from ITD in February 2026, addressed and resubmitted the encroachment permit, and are currently waiting for ITD's engineering team to finalize and approve the permit.

Please let me know if you have any additional questions.

Thank you,

Rob

---

**Rob Pair, E.I.T.** | Associate Engineer

**Crestline Engineers, Inc.**

323 Deinhard Lane, Suite C

PO Box 2330 | McCall, Idaho 83638

T 208.634.4140 | C 208.315.7450 | F 208.634.4146

[www.crestline-eng.com](http://www.crestline-eng.com)



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Your Economic Opportunity**

**IDAHO TRANSPORTATION DEPARTMENT**  
P.O. Box 8028 • Boise, ID 83707-2028  
(208) 334-8300 • itd.idaho.gov

February 6, 2026

John Ringert, P.E.  
Kittelson & Associates, Inc.  
101 S Capitol Blvd., Ste. 600  
Boise, ID 83702

**RE: Rocky Mountain Storage - Response to Agency Transmittal for Conditional Use Permit**

Dear John,

The Idaho Transportation Department (ITD) has completed our review of the updated project details for Rocky Mountain Storage, as submitted in response to Valley County's Agency Transmittal for a conditional use permit.

**Project Summary**

The proposed project is located on the east side of SH-55 in Valley County, Idaho, adjacent to the existing bus depot. The project consists of 108 condominium storage units and supporting facilities. Additionally, a turn lane warrant analysis was completed for the project.

**ITD Staff Requirements**

- Turn Lanes
  - Turn lane warrants were not met for a northbound right-turn lane. Although turn lane warrants were met for peak traffic conditions for a southbound left-turn lane, a number of additional factors warrant consideration when determining the desirability of a left-turn lane. Sight distance is not restricted for approaching vehicles at the proposed access. Additionally, the project proposes a reduction from 3 current accesses down to 1 future joint-use access with the adjoining parcel north of the project site. Reduction in access density has been shown to have an overall positive impact in crash rates, and free flow speed conditions. In addition to traffic conditions, economic feasibility and applicability must also be considered. During the peak traffic flow, the project is estimated to generate 5 trips per hour to the southbound left turn movement. The right-of-way necessary to construct a southbound left-turn lane is not controlled by the project site, potentially resulting in disproportionate costs. For these considerations and others, ITD will not require the developer to install any turn lanes.
- SH-55 Access
  - The project proposes a consolidation of accesses on SH-55. 3 accesses would reduce to 1 under the project's current proposal. ITD supports this approach.
    - Access shall be constructed as a 40' commercial joint-use approach.
    - The approach shall be striped and constructed to limit one lane of egress movement to maintain uninhibited site profiles.

**Right-of-Way (ROW) Dedications**

- The developer must dedicate right-of-way equal to all land used in the construction highway improvements conditioned in this memo. Additionally, ROW dedication is required for any drainage necessary for the construction and operation of those highway improvements.



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#### **Expiration of Staff Report**

- This staff report shall expire one 1 year from the date of issuance. Upon expiration, it shall be the burden of the developer to demonstrate that their project is on schedule to meet the original timelines submitted for full build-out and that no substantial changes to the site plan, or traffic data has occurred. If so demonstrated, staff should automatically renew the staff report with the original conditions. Upon expiration, if a developer cannot demonstrate these requirements staff should perform a new review and may require additional or updated analysis as needed. Additionally, if a staff report expires and ITD projects or other long-range planning efforts become newly applicable, staff should complete a new staff report and may require additional or updated analysis as needed.

#### **Permit Requirements**

- Once Civil Plans have been drafted for any work occurring in ITD's Right-of-Way, submit an access permit application via our online permitting tool [here](#).
  - ITD staff will receive the application and all submitted supportive documents, which should include:
    - Civil Plans
    - Parcel Deed
    - Cross-Access or Access Easement, if applicable
    - Traffic Control Plan designed by a certified Traffic Control Supervisor
  - Access and Utility Permits
    - If required, both access and utility permits will need to be reviewed and approved prior to any work in ITD's ROW.

#### **Notices**

- This report does not supersede or nullify any local land use requirements or legal property restrictions. Legal property restrictions include but are not limited to easements, access agreements, deed restrictions, plat restrictions, liens or other encumbrances. Removing, modifying, or establishing legal property restrictions is the responsibility of the developer.
- This report does not constitute a permit approval, or denial issued pursuant to IDAPA 29.03.42.
- Any allowance for access/encroachment on a state highway granted in this report is subject to changes in requirements/restrictions, and removal in the future for reasons of safety, capacity, and other ITD planning efforts.

ITD Staff Recommendations are intended to assure that the proposed development will not place an undue burden on the existing State Highway system within the vicinity impacted by the proposed development. Maintaining safety and mobility for Idaho's motorists is of utmost importance to ITD. We appreciate your improvements to livability in McCall, Idaho, as we want all residents to travel safely and efficiently on the highway system.

If you have any questions, feel free to contact me at [Brian.Duran@itd.idaho.gov](mailto:Brian.Duran@itd.idaho.gov) or Kendra Conder, Development Services Coordinator, at (208) 334-8377 or email [Kendra.Conder@itd.idaho.gov](mailto:Kendra.Conder@itd.idaho.gov).

Sincerely,

Brian Duran  
Development Services Manager  
Idaho Transportation Department | District 3

**From:** Ryan Garber <ryan@mccallfire.com>  
**Sent:** Friday, April 17, 2026 11:40 AM  
**To:** Lori Hunter <lhunter@valleycountyid.gov>  
**Subject:** Re: SUB 25-019 Rocky Mountain Storage

Lori,

All previous comments regarding fire department access and water supply apply. McCall Fire has nothing additional to add at this time.

Ryan

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

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



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This message has been sent to you as official business of the McCall Fire Protection District. If you have a concern about the authenticity of this communication, including any attachments, please contact the sender directly for confirmation, either by telephone or separate e-mail. Unencrypted e-mail is inherently insecure and should be treated with caution.

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.



[Book time to meet with me](#)

**From:** Ryan Garber <ryan@mccallfire.com>

**Sent:** Tuesday, March 17, 2026 9:08:42 AM

**To:** Cynda Herrick <cherrick@valleycountyid.gov>

**Cc:** Mike Bertrand <mike@mccallfire.com>; Andrew Schaffran <andrew@mccallfire.com>; Douglas Miller <doug@mccallfire.com>

**Subject:** Appeal - SUB 25-019 Rocky Mountain Storage - 14014 Highway 55

Cynda,

If this appeal is successful the following fire district comments would apply:

General

- Roads and water supply for fire protection shall be installed, inspected, and made operable prior to final plat or building construction within each phase (501.4, IFC2018).

Fire Suppression Water Supply

- In lieu of meeting the fire flow requirements in Appendix B of the 2018IFC (International Fire Code), a 30,000-gallon water storage tank or pond for fire protection shall be installed on-site, in accordance with NFPA 22, inspected and made operable prior to building construction (501.4, IFC2018). The site plan, including the tank location, position, accessibility, etc., needs to be approved by the fire district prior to the installation.

Access Roads

- All access roads shall be built to Valley County standards and have an unobstructed width of not less than 20 feet (D103.1), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (503.2.1). Grade shall not exceed ten percent (D103.2).
- Where a fire hydrant or draft site is located along a fire access road minimum road width shall be 26 feet exclusive of shoulders (D103.1)
- Any security gates shall be installed in accordance with UL325, have an SOS gate module installed for emergency means of operation (503.6), and meet the width standards according to Section D103.5.

Fire Extinguishers

- Fire extinguishers with a minimum rating of 2A:10B:C shall be located within 75 feet of travel distance throughout the business portion of the buildings, and 1-A fire extinguishers shall be installed in each dwelling unit (906, 2018IFC).

Liquefied Petroleum Gas (Propane)

- A metered propane system with central tank is required if applicable.

Ryan

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

# Valley County Building Department

700 Main st  
P.O. Box 1350  
Cascade, Idaho 83611



Phone: (208) 382-7114  
Fax:  
[www.co.valley.id.us](http://www.co.valley.id.us)

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March 10, 2026

To whom this may concern:

Pearson Storage Partners LLC will require building permit to upgrade and include firewalls and if over 12000 square ft fire sprinklers will be needed . as per 2018 IBC chapter 9 and any other required updates

Respectfully,

A handwritten signature in blue ink that reads "Annette Derrick".

Annette Derrick  
Valley County Building Official



Valley County Transmittal  
Division of Community and Environmental Health

Return to:

- Cascade
- Donnelly
- McCall
- McCall Impact
- Valley County

Rezone # \_\_\_\_\_

Conditional Use # \_\_\_\_\_

Preliminary / Final / Short Plat SUB 25-019 Rocky Mountain Storage

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

14. Subdivision application fees and engineering required. CDH has no objection to the CUP.

Reviewed By: Brental Cope

Date: 4/14/26

**From:** BRO Admin <BRO.Admin@deq.idaho.gov>  
**Sent:** Monday, March 9, 2026 11:34 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Cc:** Jennifer Lahmon <Jennifer.Lahmon@deq.idaho.gov>  
**Subject:** RE: Appeal - SUB 25-019 Rocky Mountain Storage - 14014 Highway 55

The Boise Regional DEQ Administration has no comments at this time.

Sincerely,

?



**Carlene Oberg**

**Administrative Assistant I**

Idaho Department of Environmental Quality

1445 North Orchard Street Boise, Idaho 83706

P: (208) 373-0550 | [www.deq.idaho.gov](http://www.deq.idaho.gov)



May 4, 2026

Lori Hunter, Planner II  
Valley County Planning & Zoning  
700 S. Main Street, Cascade, ID 83611  
lhunter@valleycountyid.gov

Subject: Valley County May 14 2026 Letter Response

Dear Lori Hunter:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review every project on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: <https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15083>.

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

**1. AIR QUALITY (C1, C2, D4)**

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and trade waste burning (58.01.01.600-617).
- For new development projects, all property owners, developers, and their contractors must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractors are responsible for ensuring no prohibited open burning occurs during construction.
- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

## **2. WATSEWER AND RECYLED WATER**

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

## **3. DRINKING WATER**

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system. A drinking water system is a Public Water System (PWS) if it has at least 15 service connections or regularly serves an average of 25 or more people per day for at least 60 days per year (refer to the DEQ website at: <https://www.deq.idaho.gov/water-quality/drinking-water/>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of groundwater resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.
- For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0459.

## **4. SURFACE WATER**

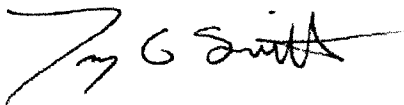
- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of storm water or authorized non-storm water associated with the primary industrial activity and co-located industrial activity.
  - For questions, contact Emily Montague, IPDES Compliance Supervisor, at (208) 373-0433.
  - If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
  - The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
  - The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.
  - For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0564.
- 5. SOLID WASTE, HAZARDOUS WASTE AND GROUNDWATER CONTAMINATION**
- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards.
  - **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
  - **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.24.060 and 58.01.24.061). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.24.060.01 and 58.01.24.061.04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
  - **Groundwater Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
  - For questions, contact Matthew Pabich, Waste & Remediation Manager, at (208) 373-0510.

**6. ADDITIONAL NOTES**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Troy Smith". The signature is stylized with a large initial "T" and a long horizontal stroke at the end.

Troy Smith  
Regional Administrator

**From:** Flack,Brandon <brandon.flack@idfg.idaho.gov>  
**Sent:** Wednesday, May 6, 2026 12:29 PM  
**To:** Lori Hunter <lhunter@valleycountyid.gov>  
**Subject:** Re: Public Hearing Notice - VC PZ Commission - May 14, 2026

Hi Lori,

No comments from IDFG on these items.

Thanks,

**Brandon Flack**  
Regional Technical Assistance Manager  
Idaho Dept. of Fish and Game  
Southwest Region  
15950 N. Gate Blvd.  
Nampa, ID 83687  
Ph: (208) 854-8947





Landscape Construction  
Sprinkler Irrigation  
Lawn & Grounds Maintenance  
Personal Gardener  
Tree Care

Idaho Business License RCE #38790  
Oregon Business License LCB #9490

03/17/2026

To Whom It May Concern,

Sterling Landscape Company, LLC has been engaged over the past several months in the planning and development of the landscape design for the proposed Rocky Mountain Storage Building located in McCall, Idaho.

Our intent with this design is to enhance the overall aesthetic of the property while ensuring it aligns with the natural character and visual standards of Valley County. The landscape plan has been thoughtfully developed to integrate with the surrounding environment and provide long-term visual and ecological value.

The proposed design includes the construction of contoured berms shaped to resemble gently rolling hills. These features will be complemented with strategically placed boulders, native tree species, and creeping red fescue seed to establish a natural meadow appearance consistent with the local landscape.

Additionally, the design incorporates a series of offset wooden panels installed along the back side of the berms. These panels are intended to provide visual depth and serve as an architectural backdrop that enhances the overall composition of the site.

Sterling Landscape Company, LLC is committed to delivering a finished product that contributes positively to the community and blends seamlessly with the surrounding natural areas of McCall.

Please feel free to contact us should you require any additional information or clarification regarding this design.

Sincerely,

**Lavon Webb | Owner**  
Sterling Landscape Company, LLC  
4663 Ustick Road  
Nampa, ID 83687

C: (208) 761-9336  
P: (208) 461.5111  
E: [lcwebb@sterlinglandscape.com](mailto:lcwebb@sterlinglandscape.com)  
W: [www.sterlinglandscape.com](http://www.sterlinglandscape.com)

**From:** Toni Curtis <toni@summitrealtymccall.com>  
**Sent:** Monday, March 23, 2026 2:19 PM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Cc:** Dusty Bitton <dusty@pinetopmccall.com>  
**Subject:** Appeal of PZ Commission Denial/ SUB 25-019 Rock Mountain Storage

Cynda Herrick  
Valley County Board of Commissioners  
RE: Appeal of PZ Commission Denial of SUB 25-019 Rock Mountain Storage

Please submit my letter of support to the public comments.

Commissioners,

I am writing to express my support for approval of CUP 25-019. I have reviewed the Application and supporting documentation along with the multiple P&Z Meetings which ultimately lead up to their denial of this application.

At the request of the commission, the applicant made several modifications to his original plan to soften the exterior of the buildings while keeping the view corridor and scenic byway top of mind. Personally, I find the final design (see exhibit 4, appeal Mar 30,2026) to be very respectful of the scenic byway and the view corridor. The applicants move to split the main building into two buildings that parallel highway 55 while adding the berm, landscaping and snow fencing will provide a more appealing view for travelers along Highway 55. As designed, travelers along the scenic byway will not be looking at 100+ garage doors, instead they will be looking past the beautifully designed landscape and over the low storage unit rooftops to take in the view of the Mountains. This modification will financially impact the overall project due to the reduced number of units the applicant will have available for sale. I disagree with Chairman Roberts statement that this project will negatively impact the values of the surrounding properties as the surrounding properties consist of many Commercial Businesses including the Paradigm Storage units directly across the road. It is my opinion that this project will do just the opposite and bring additional value to the surrounding properties and ultimately increase revenues for Valley County.

In conclusion, the Planning and Zoning Commissioners that reviewed the application for CUP 25-019 should have approved the application based on its own merits. Their denial appears to be based on frustration over usage of a previously constructed building and many hypothetical uses suggesting environmental impacts. If there are any concerns regarding potential use of the storage units, this should be made a condition and addressed in the CC&R's of the project. Please consider approving this application based on its compliance with Condition Use Permit standards.

Toni Curtis, Associate Broker  
Silvercreek Realty Group  
toni@summitrealtymccall.com  
208-630-3553

**From:** Bob Crawford <[REDACTED]>  
**Sent:** Monday, March 23, 2026 11:39 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** Rocky Mountain Storage Thoughts

Hi Cynda,

I think the location of the proposed Rocky Mountain storage development is compatible with the industrial and storage uses the County has allowed to the north and west of the project.

Also I believe a storage use is one of the more benign possible uses of the property for the Knob Hill neighborhood to the south.

Best,

Bob

Bob Crawford  
Designated Broker/Co-Owner  
CRAWFORD OLSON REAL ESTATE  
208-634-6927 cell

PO BOX 2036 USPS  
McCall, Idaho 83638  
403 East Park St  
McCall, Idaho 83638 FEDEX/UPS

**From:** Mike Chapman <mike@flyingbrokers.com>

**Sent:** Monday, March 23, 2026 3:52 PM

**To:** Cynda Herrick <cherrick@valleycountyid.gov>; Cynda Herrick <cherrick@valleycountyid.gov>

**Cc:** Dusty Bitton <dusty@pinetopmccall.com>

**Subject:** Support SUB 25-019 Rocky Mountain Storage

Valley County P&Z and Valley County Board of Commissioners Please add to the public comments this letter of Support for approval of SUB 25-019 CUP for Rocky Mountain Storage.

This CUP should be approved based on compliance with CUP Standards, not on subjective opinions of hypothetical personal & business uses (Easily addressed in the CC&R's), perceived incompatibility with surrounding commercial and Industrial developments and opinions of negative financial impact.

This extensive landscaping and positioning of the buildings so 100+ garage doors are not visible to the highway like Paradigm Storage & Hwy 55 Storage is an excellent way to develop the property with minimal impact to the view corridor. In addition, the low height of the two buildings,( instead of one long building), still allow good visibility of the Mountains to the East.

Surrounding HWY 55 Properties some with similar impact:

East Side:

ID Power Substation

CM Backcountry Rentals, LLC, Cody-very tall building

NSA Property Holdings LLC (Hwy 55 Storage)

Rocky Mountain Crane & Equipment Rental LLC

Kesler Properties LLC (Storage)

McCall Donnelly Joint School District (Bus Barn)

West Side:

Dyl Limited Partnership (Franklin Lumber) No screening from the highway

Mountain Mission LLC (Energy Seal)

Ned Crossley (ASAP Septic)

Ron Hoogendyk (High Mountain Custom Cabinets)

McCall Landing, LLC (Residential Lots)

PDIME LLC (Paradigm Storage-)

Approval with conditions is certainly reasonable since the it appears the following criteria has been complied with:

Standard of Review Under Valley County Codes

Scenic Byway, Building Orientation, and View Corridor Concerns

Traffic Analysis and ITD Determination-Traffic Study and approved from ITD

Environmental Impacts and Stormwater Management-Crestline Engineering, one of the most respected Engineering Companies in Valley County

Compliance with CUP Criteria

The applicant has done an excellent job planning this project and has an outstanding record of employment and financial contribution to our community.

Sincerely,

Michael S. Chapman

mike@flyingbrokers.com

208-634-9691

From: kristen fiorentino [REDACTED]  
Sent: Monday, March 23, 2026 4:42 PM  
To: Cynda Herrick <cherrick@valleycountyid.gov>  
Cc: [REDACTED] Tamara Wall [REDACTED]  
Subject: Re: PZ denial SUB 25-019 Rocky Mountain Storage

Hi Cynda,

I forgot to add that we support the project with the lighting specifications outlined in our last email.

Thank you.

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From: kristen fiorentino [REDACTED]  
Sent: Monday, March 23, 2026 4:30 PM  
To: Cynda Herrick <cherrick@valleycountyid.gov>  
Cc: [REDACTED] Tamara Wall [REDACTED]  
Subject: Re: PZ denial SUB 25-019 Rocky Mountain Storage

Hi Cynda,

Thank you for the clarifications.

With that in mind, we request that the five lighting principles for responsible outdoor lighting be followed to the highest level possible. This includes using light only as needed, targeted, the lowest level necessary, only when needed (not continuously active) and warm colored.

Thank you,

Kristen Fiorentino  
Larry Fiorentino  
Tamara Wall  
Knob Hill #2 POA Board

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On Mar 23, 2026, at 1:28 PM, Cynda Herrick <cherrick@valleycountyid.gov> wrote:

Hello,

We have the dark sky compliant lighting on all structures.

Also, that is a carryover note from a previous plat they did; there would be NO wood burning devices in storage units.

Would you like to submit a different comment letter?

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
(208)382-7116

“Live simply, love generously, care deeply, speak kindly, and leave the rest...”

*S*ervice *T*ransparent *A*ccountable *R*esponsive

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**From:** kristen fiorentino [REDACTED]  
**Sent:** Monday, March 23, 2026 1:11 PM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Cc:** [REDACTED] Tamara Wall [REDACTED]  
**Subject:** PZ denial SUB 25-019 Rocky Mountain Storage

Re: PZ denial SUB 25-019 Rocky Mountain Storage  
14014 Hwy 55  
Parcel RP18N03E331807 in NE 1/4 section 33

Hi Ms. Herrick,

Hello and thank you for facilitating comments.

Knob Hill #2 POA Board has comments/concerns regarding this project:

1. Per the PRELIMINARY PLAT-ROCKY MOUNTAIN STORAGE document, the notes state “all lighting must be dark sky compliant”. We are requesting that this be accomplished for the entire project.
2. Per the PRELIMINARY PLAT-ROCKY MOUNTAIN STORAGE document, the notes state, “only one wood burning device per lot”. Specifically, does this mean one woodburning device for the entire lot of 18+ acres or does this mean one wood-burning device for each storage condominium. (i.e. 105 wood-burning devices). We are requesting clarification. Finally, if the proposal is for approval of the potential for 105 wood burning devices on the property, we are opposed to this request.

Thank you,

Kristen Fiorentino  
Larry Fiorentino  
Tamara Wall  
Knob Hill #2 POA Board

**From:** [REDACTED]

**Sent:** Monday, March 23, 2026 11:33 AM

**To:** Cynda Herrick <cherrick@valleycountyid.gov>

**Subject:** Appeal of PZ Commission Denial SUB 25-019 Rocky Mountain Storage

To the Valley County Commissioners.

I am writing to voice my opposition to SUB 25-019 Rocky Mountain Storage and to urge you to uphold the Planning and Zoning Commission unanimous decision to deny this project.

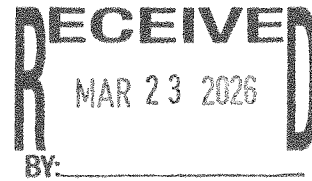
This 105 condominium storage units will certainly add to the already unsightly commercial sprawl between Lake Fork and McCall, which is a supposed scenic byway. The existing commercial buildings have very little if any landscaping which I thought was supposed to be part of their CUP's according to Valley County LUD Ordinance. The applicant certainly does not have a good track record when it comes to landscaping as witnessed by his Rocky Mountain Crane storage yard which is clearly visible from Highway 55.

I would suggest you enforce the landscaping plans that were approved for the commercial developments between Lake Fork and McCall before approving any additional commercial uses.

Thank you for accepting my comments and please deny this appeal.

John Humphries  
108 Magnetic Rock Rd.  
McCall, ID 83638

RE: Opposition to SUB 25-019 appeal



Dear Valley County Commissioners:

We urge you to deny the appeal of the Valley County Planning and Zoning Commission decision to deny SUB 25-019. P&Z nailed it in their unanimous decision for all of the reasons they cited, including traffic danger, further degradation of the Scenic Corridor, but but most notably the recognition of originally suspected and now apparent subterfuge in 2023.

Two of you here, currently Commissioners, and others involved, presciently expressed skepticism at the time, however you were adamantly told to your faces after direct questioning that no commercial use was planned. However, as published in Valley View, the current commercial expansion now sought was already planned as early as September 20, 2022, well prior to that 2023 testimony, as evidenced by an exposed engineering site plan on that date for this very project.

This strategy skillfully bypassed the otherwise required commercial permitting process which would have mandated, among other things, an analysis of ground water, impacts on the neighborhood, and of traffic patterns in this increasingly dangerous and congested section of Highway 55. Adding 105 additional commercial storage units, as requested, clearly increases those impacts.

You reluctantly and skeptically approved the project in 2023 and after similar skepticism from P&Z after testimonial assurance the units were solely for personal use, storing items such as boats and other recreational equipment and would not be used commercially. It was clearly set up for commercial use from the onset with individual power meters for each unit. In fact, after construction half of the units were then commercially rented.

This blatant strategy sets a precedent for bypassing future land use approval based on Multiple Use. Simply build a "personal" structure then come back with a commercial project claiming precedent use. The self-fulfilling claim now is that the project is compliant because there is already a storage facility on the property. This appears to have been the plan all along. Approval now sets up a precedent for others to use a similar strategy, bypassing the requisite process.

The Scenic Highway 55 approach to McCall is a dangerous, increasingly congested, chaotic, unsightly jumble, particularly around this project. This requires your recognition and and consideration of efforts to gain some semblance of control moving forward. Traffic here poses a grave risk to us all. Do you envision wall to wall storage units, warehouses and boat dealerships as representing a safe, scenic entrance to our community?

Valley County P&Z got this right for all of the right reasons. Please support their process and decision. The appeal process should not be a glide path to approval.

Citizens need to trust that our officials are looking out for us and are using consistent application of process. Thank you for your efforts to do so.

Scott Harris

Ilka Lane

McCall, Idaho

March 23, 2026

**From:** Mike D [REDACTED]  
**Sent:** Tuesday, March 17, 2026 8:00:00 AM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** Rocky Mountain Storage project at 14014 Highway 55.

I support the Planning and Zoning Commission's unanimous decision to deny the Rocky Mountain Storage project at 14014 Highway 55.

A development consisting of more than 100 condominium storage units on nearly 18 acres would create a significant visual and land-use impact along a major corridor in Valley County. Even with landscaping or berms, a project of this scale would introduce a large commercial storage complex that does not align with the character of the surrounding area.

The Planning and Zoning Commission reviewed the project carefully and ultimately determined that it did not meet the appropriate standards for approval.

For these reasons, I respectfully ask the Board of County Commissioners to uphold the Commission's decision and deny the appeal.

Thank you.

Mike D

**From:** Nate Peterson [REDACTED]  
**Sent:** Tuesday, March 17, 2026 1:00:00 PM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** Comment on Rocky Mountain Storage Appeal

Commissioners,

I appreciate the opportunity to comment on the appeal of the Rocky Mountain Storage project.

Many people in our community value Valley County because of its open space, scenic highway corridors, and small-town character. A large condominium storage complex along Highway 55 does not feel consistent with those values.

This project would place more than 100 storage units along a highly visible section of highway. Even with berms or landscaping, the overall effect would still be a large commercial storage facility that changes the character of the area. Once developments like this are approved, they set a precedent for similar projects along the corridor.

I also believe the Planning and Zoning Commission took the time to carefully review the proposal and ultimately made the right decision when they voted unanimously to deny it.

I respectfully ask the County Commissioners to uphold that decision and protect the character of this part of Valley County.

Thank you for considering the concerns of local residents.

Nate

**From:** [REDACTED]  
**Sent:** Wednesday, March 18, 2026 11:55 AM  
**To:** Sherry Maupin <smaupin@valleycountyid.gov>; [REDACTED]  
Neal Thompson <nthompson@valleycountyid.gov>; Katlin Caldwell  
<kcaldwell@valleycountyid.gov>  
**Subject:** FWD: Appeal of SUB 25-019 – Rocky Mountain Storage CUP Denial

Date: Mar 17, 2026, 11:48

From: [REDACTED]  
To: commissioners@valleycountyid.gov  
Cc: kcaldwell@valleycountyid.gov, nthompson@valleycountyid.gov, smaupin@valleycountyid.gov  
Subject: Appeal of SUB 25-019 – Rocky Mountain Storage CUP Denial

Dear Chair and Commissioners,

I strongly urge you to uphold the unanimous denial of this application by the Planning and Zoning Commission.

The applicant's appeal does not identify legal error, simply disagrees with the outcome and attempts to reframe both the facts and the law. That is not a basis for reversal.

The Commission's decision is supported by substantial evidence. The record demonstrates clear incompatibility with surrounding residential uses, significant visual impacts along the Highway 55 scenic corridor, and unresolved concerns regarding traffic, safety, and site impacts. Under Valley County Code, a Conditional Use Permit must be denied if a project creates undue adverse impacts or is incompatible. The Commission found exactly that and the record supports it.

The applicant misstates the law. Compatibility is not limited to technical compliance; it includes visual, functional, and contextual impacts. The applicant's attempt to dismiss these as "aesthetic preferences" is incorrect. Similarly, the Comprehensive Plan is not optional—CUP decisions must be consistent with it, and the scenic corridor protections are directly relevant.

Traffic and safety concerns were not resolved. The applicant's reliance on ITD is misplaced. As their own appeal acknowledges, ITD's role is limited to highway operations. The County retains independent authority to evaluate safety and land use impacts. Those concerns remain.

Conditions cannot cure a fundamentally incompatible project. The applicant repeatedly suggests that any issue can be addressed through conditions. That is not the law. Where impacts are inherent (location, visibility, and intensity) denial is required.

The equal protection argument is meritless. The existence of another storage facility across Highway 55 does not make this site comparable. Land use decisions are site-specific, and the record supports materially different impacts here.

This was a unanimous decision following a full public process. It was reasoned, lawful, and supported by the record. Reversing it would undermine the County's own standards and expose the decision to challenge.

The correct and defensible outcome is clear:

Uphold the denial.

Sincerely,

Citizens of Valley County

**From:** Alex Sullivan [REDACTED]  
**Sent:** Thursday, March 19, 2026 2:33 PM  
**To:** Cynda Herrick <cherrick@valleycountyid.gov>  
**Subject:** Public Comment – Appeal of SUB 25-019 Rocky Mountain Storage

To the Valley County Commissioners,

I am writing to express my support for the Planning and Zoning Commission's unanimous decision to deny the conditional use permit and preliminary plat for the proposed Rocky Mountain Storage subdivision at 14014 Highway 55.

While development is an important part of Valley County's future, this project raises significant concerns regarding compatibility with the surrounding area, visual impacts along a major scenic corridor, and long-term land use planning.

The proposed development would introduce 105 condominium storage units across nearly 18.5 acres along Highway 55. Projects of this scale can significantly impact the character of the community and the visual experience of residents and visitors traveling through this corridor. Even with proposed berming and landscaping, the scale and nature of the development would likely create an industrial-style presence that does not align with the rural and scenic character that Valley County residents value.

Additionally, the project includes multiple individually owned storage units with separate utility meters. This raises questions about long-term management, enforcement, and potential unintended uses that could be difficult to regulate once the project is subdivided and sold.

The Planning and Zoning Commission carefully reviewed the proposal and ultimately denied the application. Their unanimous decision reflects the seriousness of the concerns raised by both the commission and members of the public.

For these reasons, I respectfully ask the Board of County Commissioners to uphold the Planning and Zoning Commission's decision and deny the appeal.

Thank you for your time and consideration.

Sincerely, Alex Sullyvan