

Valley County Planning and Zoning

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STAFF REPORT: SUB 26-004 Orange Sky Subdivision - Preliminary Plat
MEETING DATE: May 14, 2026
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
Planning and Zoning Director
**APPLICANT /
PROPERTY OWNER:** Leo Stoddard
651 Stockton DR, McCall, ID 83638
SURVEYOR: Chip Bowers, Dunn Land Surveys
25 Coyote Trail, Cascade, ID 83611
LOCATION: 651 Stockton Drive
West Place Subdivision Tax No. 43 in Lot 15 Block 1, in the SWSW
Section 15, T.18N, R.3E, Boise Meridian, Valley County, Idaho
SIZE: 2.42 acres
REQUEST: Single-Family Residential Subdivision – 2 Residential Lots
EXISTING LAND USE: Single-Family Residential Lot with a Residence

Leo Stoddard is requesting a conditional use permit for a two-lot single-family residential subdivision on 2.42 acres. Lot sizes are 1.0 and 1.4-acres. There is an existing residence on proposed Lot B.

Individual septic systems are proposed. The lots would share a domestic well.

The lots would be accessed from Stockton Drive, a public road

A Wildland Urban Interface Fire Protection Plan (short form) was submitted. No wetlands were found on the site.

FINDINGS:

1. A neighborhood meeting is not required for a 2-lot subdivision (VCC 9-5H-1.D).
2. Potentially affected agencies were notified on March 10, 2026. Neighbors within 300 feet of the property line were notified by fact sheet sent March 10, 2026. The notice and application were posted online at www.co.valley.id.us on March 10, 2026.
3. The City of McCall was sent the application for review on March 10, 2026, and April 14, 2026. The application was emailed to City Clerk BessieJo Wagner, Community & Economic Development Director Michelle Groenevelt, City & Sustainability Planner Meredith Todd,

Planning & Building Specialist Rachel Santiago-Govier, GIS Program Manager Yoram Terleth, and McCall Airport Manager Emily Hart.

4. The matter was postponed to May 14, 2026, per Valley County Codes 7-1-9 and 10-1-4
5. Legal notice was posted in the *Star News* on March 19, 2026; March 26, 2026; April 23, 2026; and April 30, 2026.
6. The applicant was notified of the postponement on March 12, 2026. Potentially affected agencies were notified of the postponement on March 12, 2026 (by email), and March 13, 2026 (by mail). Neighbors within 300 feet of the property line were notified of the postponement by mail sent March 13, 2026.
7. On April 22, 2026, the applicant, surveyor, potentially affected agencies, the City of McCall, and neighbors within 300 feet of the property line were noticed that the meeting start time was 4:00 p.m.
8. 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.
9. Agency comment received:

Brent Copes, Central District Health, stated subdivision application and fees have been submitted. Test holes and ground water monitoring may be required for Lot A; Lot B has an existing septic. Engineering report and other documents will be required. (March 27, 2026)

Ryan Garber, McCall Fire & EMS, stated:

- Any future development of these parcels, including the construction of a residence, will require driveway access that meets code requirements in the 2018 International Fire Code and Idaho Administrative Procedure Act 18.08.01. (April 17, 2026)
- No fire suppression water supply is required for developments of two units or less and listed requirements for driveways. (March 17, 2026)

Emily Hart, McCall Airport Manager, stated the site is 4000-ft from Runway 16/34 and in the Horizontal Surface. Pre-screening is recommended for required FAA 7460-1 submission for both proposed lots / building envelopes and notice of proximity to the McCall Municipal Airport. (March 11, 2026)

Mara Hlawatschek, Valley County Wildfire Mitigation Director, approved the Wildfire Mitigation Plan. It is recommended individual lot owners be responsible for Firewise standards for the Home Ignition Zone as listed. (March 11, 2026)

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

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

No comment from the City of McCall.

10. Public comment received: None
11. Physical characteristics of the site: The site is relatively flat with mature trees.
12. The surrounding land use and zoning includes:
 North: Single-Family Residential Lots (West Place Subdivision (Recorders Plat)
 South: Single-Family Residential Lots (West Place Subdivision (Recorders Plat)
 East: Single-Family Residential Lots (West Place Subdivision (Recorders Plat)
 West: Single-Family Residential Lots (West Place Subdivision (Recorders Plat)
9. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:
- 2. Residential Uses (c) Subdivision for single-family subdivision.

Review of Title 7-1 McCall Area of City Impact, Title 9 - Chapter 5 Conditional Uses, and Title 10 Subdivision Regulations should be done.

TITLE 7 AREAS OF CITY IMPACT - CHAPTER 1 McCALL AREA OF CITY IMPACT

7-1-7: ZONING:

The Valley County land use and development ordinance and subsequent amendments thereto as officially adopted by Valley County shall apply within the McCall impact area as set forth in Idaho Code title 67, chapter 65. All permits within the impact area including, but not necessarily limited to, zone changes, variances, records of survey, conditional use permits, special use permits, and planned unit developments, shall be reviewed by the Valley County planning and zoning commission with final approval authority resting with the Valley County board of commissioners.

7-1-9: JOINT REVIEW AND TIME LINES FOR ACTION:

- A. Upon receipt of any development request, permit application or discretionary action submitted to Valley County for developments within the City of McCall area of impact, the county shall deliver a copy of the completed application and supporting documents to the City of McCall at least forty five (45) days prior to any county public hearing or public meeting.
- B. The City of McCall will then have the opportunity to review the application and submit recommendations or opinions. These must be submitted in writing to the Valley County planning and zoning commission on official city letterhead at least seven (7) days prior to the county hearing or meeting date.
- C. All official communications between the city and county pertaining to a development proposal within the City of McCall impact area shall be in writing. If the city does not provide written comment on any particular proposal, then the note, "No comment from the City of McCall", will be entered into the official public record for the affected project.

7-1-10: PUBLIC IMPROVEMENT STANDARDS:

All public improvements within the City of McCall impact area should be designed and constructed according to the city standards for future annexation consideration when appropriate. Valley County should consider adopting City of McCall public improvement standards for use within the impact area if changes or annexation are requested. City of McCall water and sewer service may be available subject to City of McCall service extension policies and city code requirements being met. All costs associated with upgrading or extending main lines and/or connecting to city services will be paid by the landowner or developers according to the city code and fee schedule.

TITLE 9 LAND USE AND DEVELOPMENT

9-1-10 DEFINITIONS

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

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

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

9-5-3: STANDARDS:

B. Setbacks:

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

9-5A-1: GRADING:

- A. Permit Required: Grading to prepare a site for a conditional use or grading, vegetation removal, construction or other activity that has any impact on the subject land or on adjoining properties is a conditional use. A conditional use permit is required prior to the start of such an activity.
- B. Exemptions: Grading for bona fide agricultural activities, timber harvest, and similar permitted uses herein are exempt from this section.
- C. Flood Prone Areas: Grading within flood prone areas is regulated by provisions of section 9-6-2 of this title and title 11 of this code. A permit, if required, shall be a part of the conditional use permit.
- D. Wetlands: Grading or disturbance of wetlands is subject to approval of the U.S. Corps of Engineers under the federal clean water act. The federal permit, if required, shall be part of the conditional use permit.
- E. Site Grading Plan:
 1. The conditional use permit application shall include a site grading plan, or preliminary site grading plan for subdivisions, clearly showing the existing site topography and the proposed final grades with elevations or contour lines and specifications for materials and their placement as necessary to complete the work. The plan shall demonstrate compliance with best management practices for surface water management for permanent management and the methods that will be used during construction to control or prevent the erosion, mass movement, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development. The plan shall be subject to review of the county engineer and the soil conservation district. The information received from the county engineer, the soil conservation district, and other agencies regarding the site grading plan shall be considered by the planning and zoning commission and/or the board of county commissioners in preparing the conditions of approval or reasons for denial of the applications. The Valley County Engineer or assigns shall approval all site grading and stormwater management plans prior to earthwork being don on-site.

2. For subdivisions, preliminary site grading plans and stormwater management plans must be presented for review and approval by the commission as part of the conditional use permit application. However, prior to construction of the infrastructure, excavation, or recordation of the final plat, the final plans must be approved by the county engineer or assigns.
3. For purposes of sizing stormwater basin permanent management facilities (excluding first flush water quality treatment facilities), Drainage Peak Flow Calculations shall use the Soil Conservation Service (SCS) method as preferred, but the Rational Method is acceptable for smaller areas (generally 100 acres or less). See VCC 9-6-6C for requirements that apply to detention basins within the Riparian Area Overlays.
 - a. Public Roads Require: 100-yr storm event for major roads, bridges, etc. and 50-year for all other facilities.
 - b. Private Roads Require: 100-yr storm event for major roads, bridges, etc. and 25-year event for all other facilities.
 - c. Site Development not directly specified shall use the 25-year storm event.
- F. Land Surfaces Not Used For Roads, Buildings And Parking: All land surfaces not used for roads, buildings and parking shall be covered either by natural vegetation, other natural and undisturbed open space, or landscaping.
- G. Stormwater Management Plan: Prior to issuance of building permits, the administrator must receive a certification from the developer's engineer verifying that the stormwater management plan has been implemented according to approved plans.
- H. Riparian Area Overlay: Grading within the Riparian Area Overlay is regulated by provisions of section 9-6-6 of this title. A permit, if required, shall be part of the conditional use permit.

9-5A-2: ROADS AND DRIVEWAYS:

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

9-5A-5: FENCING:

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

- G. Obstruction Of Vision: Sight obscuring fences, hedges, walls, latticework, or screens shall not be constructed in such a manner that vision necessary for safe operation of motor vehicles or bicycles on or entering public roadways is obstructed.

9-5A-6: UTILITIES:

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

9-5B-2: LIGHTING

9-5B-4: EMISSIONS:

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

9-5C-2: MINIMUM LOT AREA:

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

9-5C-5: SITE IMPROVEMENT:

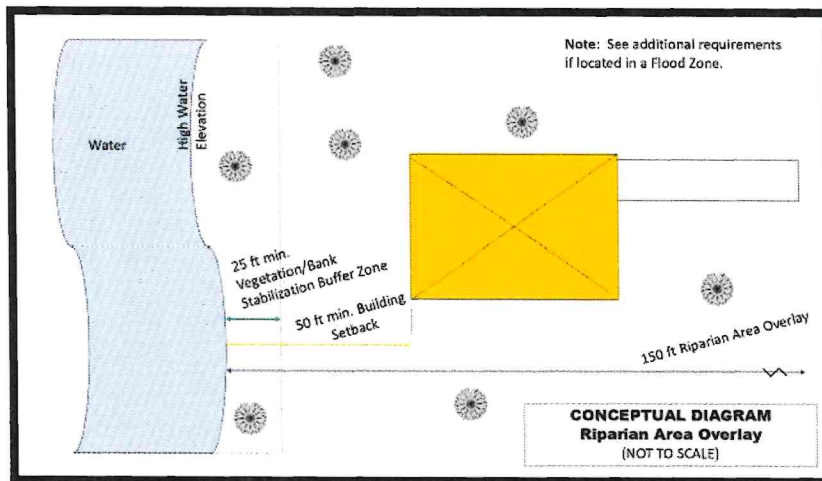
- A. Off Street Parking Spaces: Two (2) off street parking spaces shall be provided for each dwelling unit. These spaces may be included in driveways, carports, or garages.
- B. Utility Lines: All utility lines, including service lines, that are to be located within the limits of the improved roadway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

9-5C-6: DENSITY:

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

9-6-6: Riparian Area Overlay

- A. Purpose: The purpose of this special overlay is to protect the health and safety of the public, and to minimize damage to property and fragile ecologies by preventing surface and ground water pollution along with protection of waterbodies. It will also serve to protect water quality.
- B. Areas of Application: The standards and procedures for riparian areas shall apply to those lands which are within 150 feet of any lake, pond, river, or year-round flowing creek or stream.
- C. Standards:
 - 1. Setback shall be 50' from high water line for residential buildings and appurtenant structures and 100' for all other buildings and appurtenant structures. If a lot was platted prior to adoption of this standard and there is no area to construct, a variance may be granted by administrators if runoff control measures as prepared by the applicant are recommended for approval by the Valley County Engineer based on stormwater standards.
 - 2. Prior to any excavation or construction, the property owner, general contractor or the responsible party shall provide proof of stormwater certification training or responsible person training. Training and certification must be on an approved training provider list that can be obtained at the Valley County Building Department.
 - 3. Stormwater detention basins, retention basins, swales or other techniques shall be used when recommended or required by the Valley County Engineer.
 - a. Basins must be designed and sized to filter or infiltrate runoff from the construction site and permanent drainage.
 - b. Basins must be designed to accommodate the "first-flush" volume sized to capture the runoff from the initial rainfall depth most responsible for pollutant loading. The "first-flush" volume design storm depth is defined herein as 0.77-inch of rainfall (24-hour 95th-percentile storm).
 - c. For purposes of sizing stormwater basin permanent management facilities (excluding first flush water quality treatment facilities), Drainage Peak Flow Calculations shall use the Soil Conservation Service (SCS) method as preferred, but the Rational Method is acceptable for smaller areas (generally 100 acres or less)
 - d. The storm duration is a 1-hour event when using the Rational Method, or a 24-hour event when using the SCS method.
 - e. Basin design shall be approved by the Valley County Engineer and inspected by the Valley County building department or other qualified inspectors assigned to such duties. Special inspections may be needed in some instances. The applicant's engineer shall also submit a certification that the approved plan was implemented prior to final occupancy.
 - f. Basin design shall comply with Idaho Department of Water Resources (IDWR) water rights requirements.
 - 4. There shall be no filling or dredging of lake bottoms, rivers, or wetlands without proper jurisdictional permits, i.e. IDWR, USACE, Valley County, etc.
 - 5. There shall be no excessive clearing of vegetation.
 - 6. Stormwater harvest and infiltration techniques are encouraged.
 - 7. Riprap for shoreline protection is allowed with the proper turbidity controls and permits from appropriate jurisdictions (IDWR, USACE, USBR, IDL, etc), including a Floodplain Development Permit from Valley County when required.



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

TITLE 10 SUBDIVISION REGULATIONS

10-4-3: LOTS:

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

10-4-6: EASEMENTS:

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

10-5-1: STREET AND UTILITY IMPROVEMENTS:

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

specifications set forth in the road and street specifications adopted by Valley County. The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed. All plats shall contain in their notes this statement: "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."

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

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

CHAPTER 7 WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

10-7-2: DEFINITIONS

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

10-7-4: SUBMISSION REQUIREMENTS:

- A. General: All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning commission with their preliminary plat application or planned unit development submittal. The plan shall be submitted to the Wildfire Mitigation Director by Planning and Zoning Staff for review and comments to the Planning and Zoning Commission.
- B. Content: The plan shall be based upon a site specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.

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

SUMMARY:

Staff's compatibility rating is a +35.

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

STAFF COMMENTS / QUESTIONS:

1. This site is within the McCall Impact Area, the McCall Fire District, and Water District 65K. It is not within an irrigation district nor a herd district.
2. Maximum Density is per VCC 9-5C-6 is 2.5 dwelling units per acre. The proposed density is 0.6 dwelling units per acre.
3. The applicant indicated in the Impact Report that there were no changes to traffic volume; however, this proposal would add traffic similar to a single family residence. Any impact would be mitigated by a Development Agreement. Applicant should discuss off-site road improvements with the Valley County Road Department sooner, than later.
4. The application submittal was lacking adjacent well reports and title report. These have been submitted and are attached.
5. Plat Note 8 shall be modified and the reference to McCall removed.
6. Lot designations should be Lot 1 and 2, not A and B.
7. John Russell claims to not be the surveyor for this subdivision.
8. It appears that the existing driveway is asphalted; this would be included in lot coverage calculations.
9. Any draft CCRs shall be submitted when the final plat is submitted to the PZ Commission.

Question to P&Z Commission:

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

Standard of Approval:

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

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

ATTACHMENTS:

- Proposed Conditions of Approval
- Blank Compatibility Evaluation and Instructions
- Compatibility Evaluation by Staff
- Location Map
- Aerial Map
- Image from Google Maps
- Photos taken April 21, 2026, and April 22, 2026
- Assessor Plat – T.18N R.3E Section 15
- West Place Subdivision Plat – Assessor's Annotated Plat
- Record of Survey 14-205
- Preliminary Plat

- Responses
- Additional Submittals from Applicant
 - Well Logs Received April 28, 2026
 - Current Title Report Received April 29, 2026
- Standard Final Plat Notes and Standard Recommended CCRs
- Septic Handout

Proposed Conditions of Approval

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
4. A Development Agreement may be required for mitigation of off-site impacts. The applicant shall work with the Valley County Road Director and Planning and Zoning Director on an agreement for off-site infrastructure improvements that will be approved by the Board of County Commissioners.
5. The final plat shall be recorded within two years, or this permit will be null and void.
6. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.
7. A letter of approval is required from McCall Fire District.
8. A letter of approval of the Wildland Urban Interface Fire Protection Plan is required from the Valley County Wildfire Mitigation Director or assignee prior to recording the plat.
9. Fertilizer on lawns shall be wildlife friendly and not contribute to degradation of water quality.
10. Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.
11. Standard Plat Notes shall be included on the final plat.
12. CCR's, if recorded, shall include Standard Conditions of Approval for CCRs.

END OF STAFF REPORT

Compatibility Questions and Evaluation

Matrix Line # / Use: _____

Prepared by: _____

YES/NO X Response Value

Use Matrix Values:

(+2/-2) ___ X 4 _____

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

(+2/-2) ___ X 2 _____

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

(+2/-2) ___ X 1 _____

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

Site Specific Evaluation (Impacts and Proposed Mitigation)

(+2/-2) ___ X 3 _____

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

(+2/-2) ___ X 1 _____

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

(+2/-2) ___ X 2 _____

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

(+2/-2) ___ X 2 _____

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

(+2/-2) ___ X 2 _____

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

(+2/-2) ___ X 2 _____

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

Sub-Total (+) _____

Sub-Total (-) _____

Total Score _____

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

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

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

APPENDIX A

MATRIX FOR RATING
QUESTIONS 1, 2, and 3

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

RATE THE SOLID SQUARES AS +2

Compatibility Questions and Evaluation

Matrix Line # / Use: #3 Prepared by: CA
S.F. Subdivision

YES/NO X Response Value

Use Matrix Values:

- | | | | | | |
|---------|---------------|---|---|---------------|--|
| (+2/-2) | <u> +2 </u> | X | 4 | <u> +8 </u> | 1. Is the proposed use compatible with the dominant adjacent land use?
<i>S.F. Subdivision</i> |
| (+2/-2) | <u> +2 </u> | X | 2 | <u> +4 </u> | 2. Is the proposed use compatible with the other adjacent land uses (total and average)?
<i>S.F. Subdivision</i> |
| (+2/-2) | <u> +2 </u> | X | 1 | <u> +2 </u> | 3. Is the proposed use generally compatible with the overall land use in the local vicinity?
<i>See 1 & 2</i> |

Site Specific Evaluation (Impacts and Proposed Mitigation)

- | | | | | | |
|---------|---------------|---|---|---------------|--|
| (+2/-2) | <u> +1 </u> | X | 3 | <u> +3 </u> | 4. Is the property large enough, does the existence of wooded area, or does the lay of the land help to minimize any potential impacts the proposed use may have on adjacent uses? |
| (+2/-2) | <u> +2 </u> | X | 1 | <u> +2 </u> | 5. <i>To build will need to remove trees</i>
Is the size or scale of proposed <u>lots and/or</u> structures <u>similar</u> to adjacent ones?
<i>Yes</i> |
| (+2/-2) | <u> +2 </u> | X | 2 | <u> +4 </u> | 6. Is the traffic volume and character to be generated by the proposed use <u>similar</u> to the uses on properties that will be affected by proximity to parking lots, on-site roads, or access roads?
<i>Yes</i> |
| (+2/-2) | <u> +2 </u> | X | 2 | <u> +4 </u> | 7. Is the potential impact on adjacent properties due to the consuming or emission of any resource or substance compatible with that of existing uses? |
| (+2/-2) | <u> +2 </u> | X | 2 | <u> +4 </u> | 8. Is the proposed use compatible with the abilities of public agencies to provide service or of public facilities to accommodate the proposed use demands on utilities, fire and police protection, schools, roads, traffic control, parks, and open areas? |
| (+2/-2) | <u> +2 </u> | X | 2 | <u> +4 </u> | 9. Is the proposed use cost effective when comparing the cost for providing public services and improving public facilities to the increases in public revenue from the improved property? |

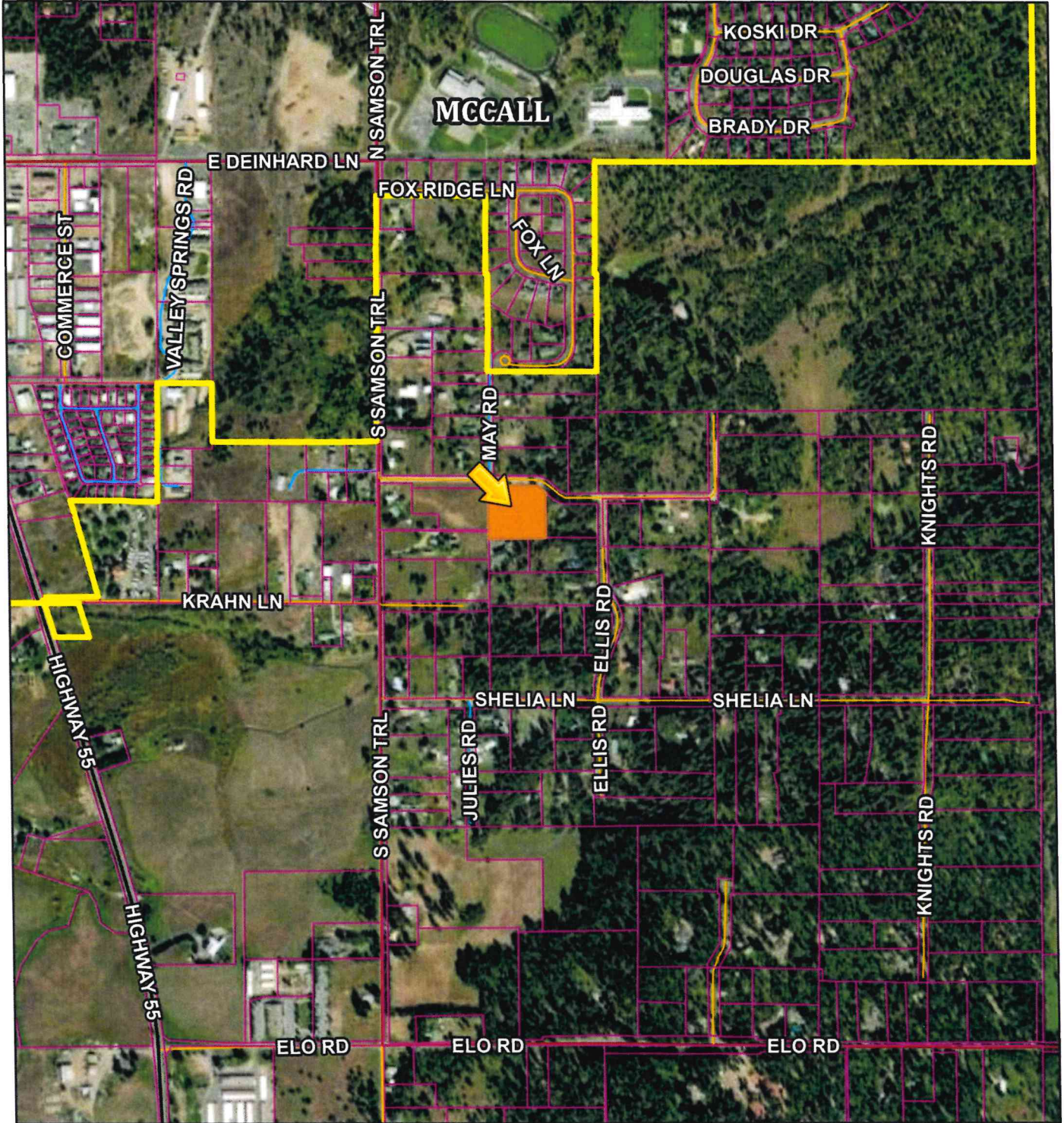
Sub-Total (+) 35

Sub-Total (--) _____












Total Score +35

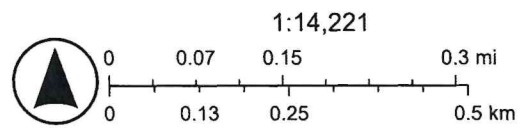
The resulting values for each questions shall be totaled so that each land use and development proposal receives a single final score.

SUB 26-004 Location Map



2/26/2026, 4:35:18 PM

- | | | | |
|---|----------------------|---|-------------|
|  | Airstrips |  | COLLECTOR |
|  | Municipal Boundaries |  | URBAN/RURAL |
|  | Parcel Boundaries |  | USFS |
| Roads | |  | PRIVATE |
|  | MAJOR |  | OTHER |
|  | MINOR COLLECTOR |  | Other |







Vantor





SUB 26-004 Aerial Map







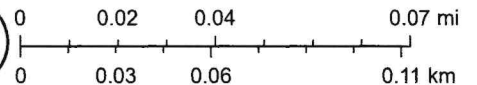
2/26/2026, 4:38:04 PM

1:3,072

-  Airstrips
-  Address Points
-  Municipal Boundaries
-  Parcel Boundaries

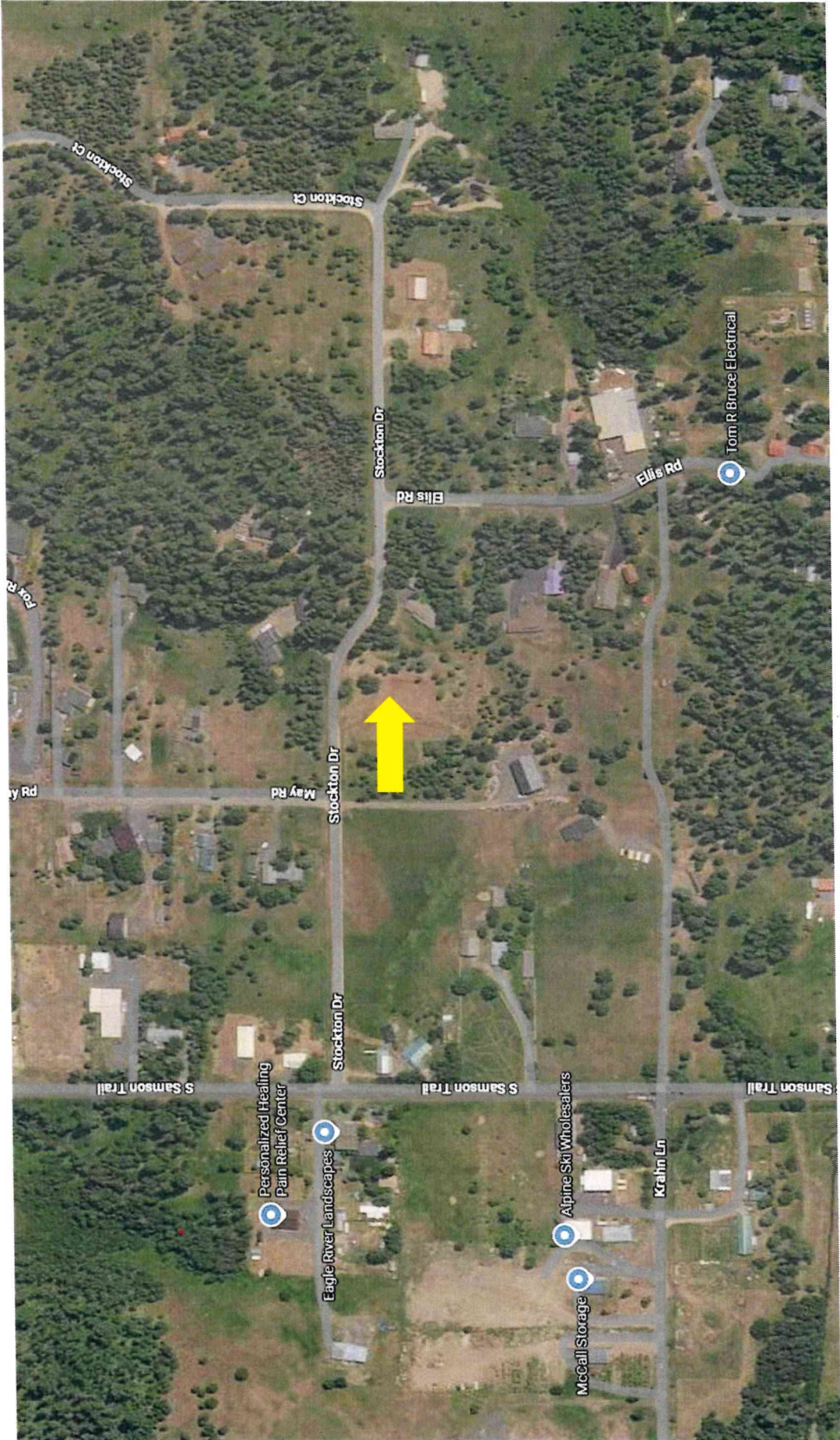
- Roads
-  MAJOR
 -  MINOR COLLECTOR
 -  COLLECTOR
 -  URBAN/RURAL

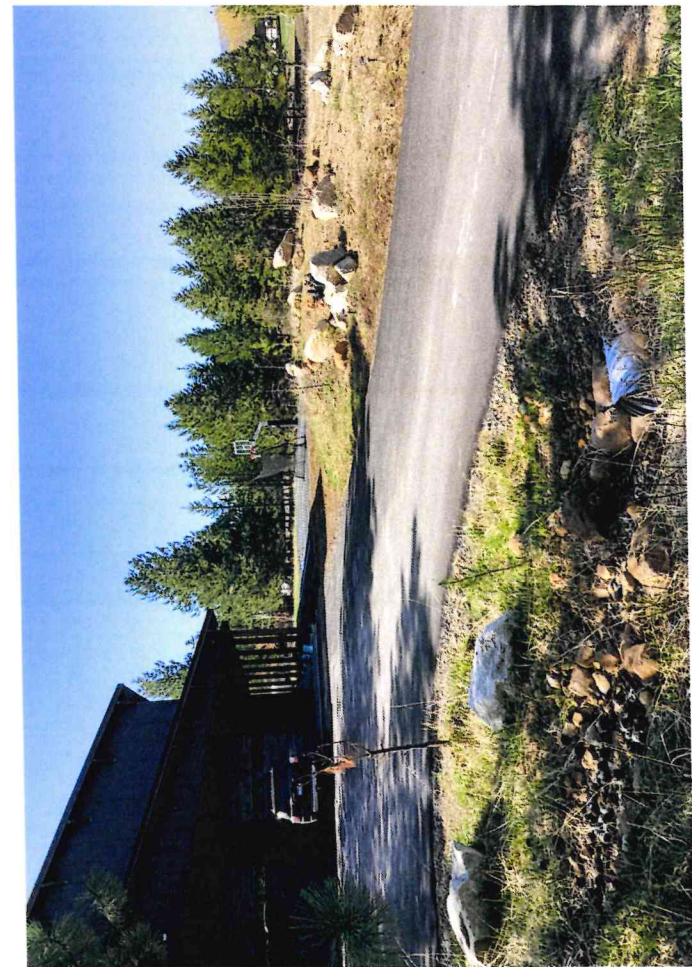
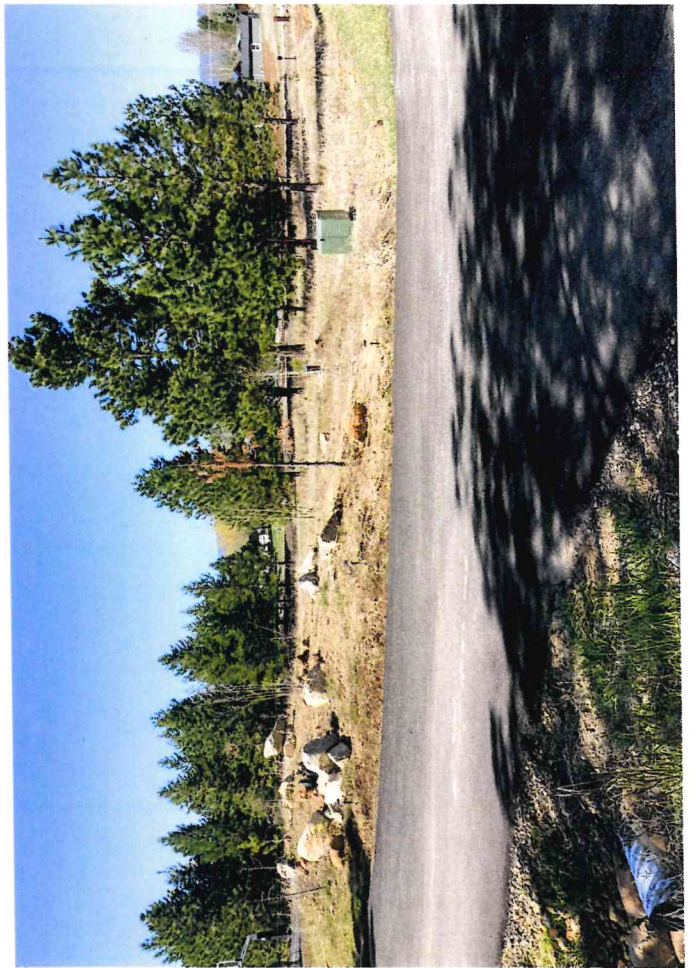
-  USFS
-  PRIVATE
-  OTHER
-  Other



Vantor

Google Maps – Aerial View



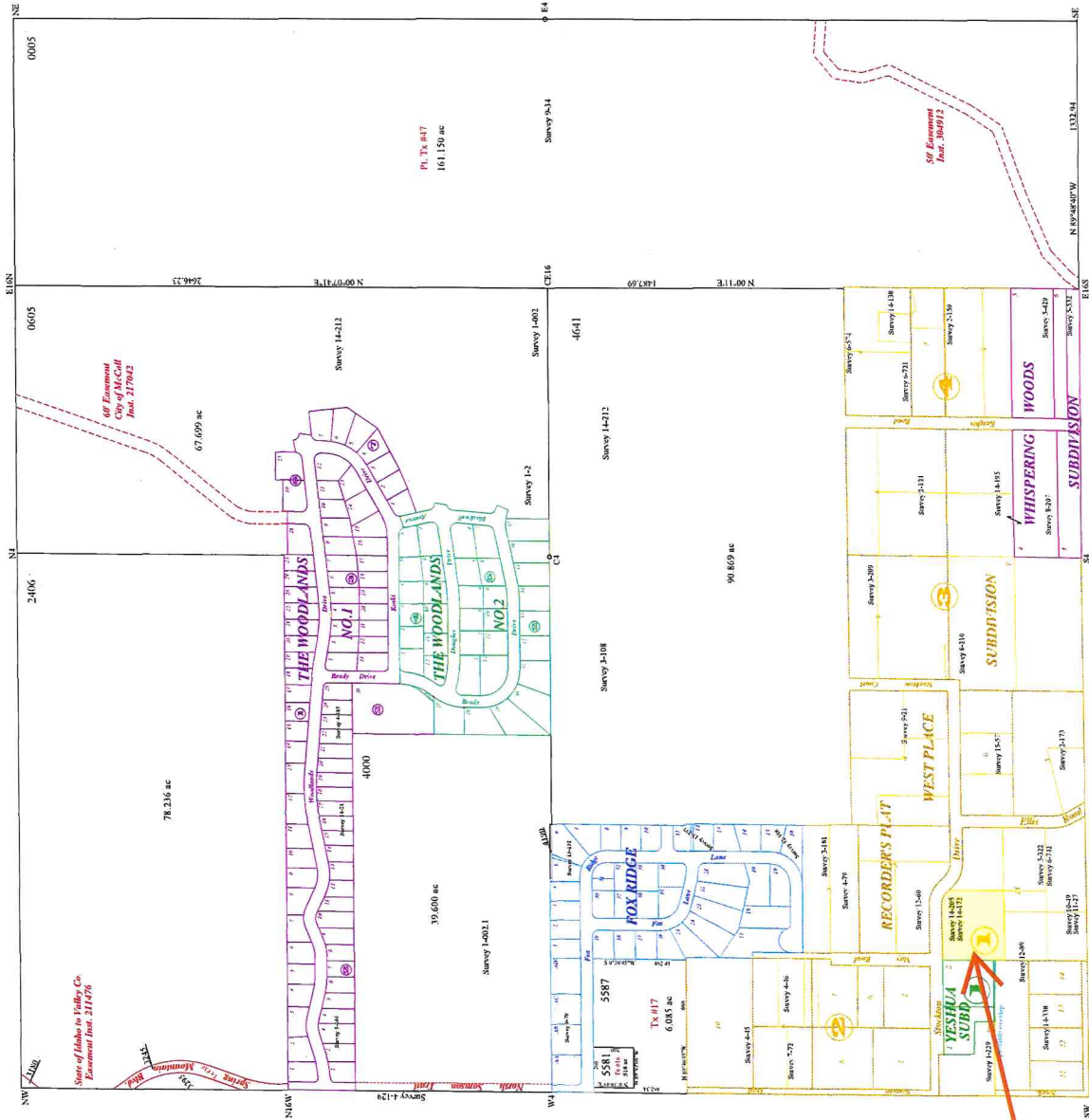


PLAT TITLE

T W P . 1 8 N R O S E S E C . 1 5

VALLEY COUNTY
Cartography Dept.
Assessor's Office
Cascade, ID 83611

Filename:
Valley County Base Map
Scale:
Date: 9/10/2025
Drawn by: L. Frederick



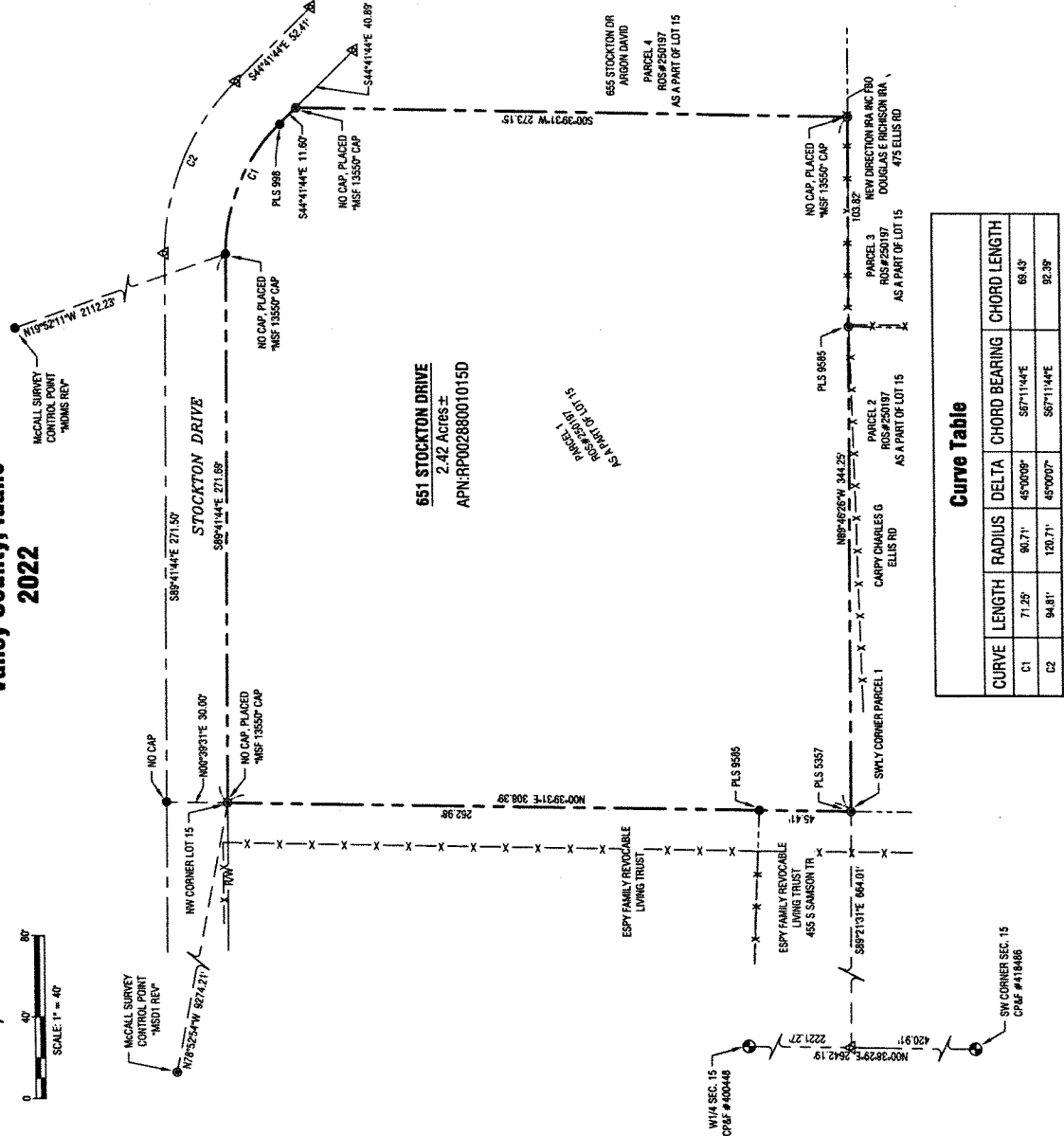
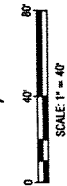
This Drawing is to be used for Reference Purpose ONLY. The County is NOT Responsible for Any Inaccuracy Contained Herein.

AMENDED
Record of Survey
for
Mitchell

**Situated in a portion of the SW 1/4 of the SW 1/4 of Section 15,
Township 18 North, Range 3 East, Boise Meridian,
Valley County, Idaho
2022**

VALLEY COUNTY RECORDERS CERTIFICATE

Instrument # 447706
VALLEY COUNTY RECORDERS CERTIFICATE
Recorded for: MICHAEL S. FERRELL
MICHAEL S. FERRELL
DOUGLAS A. MILLER, Deputy
DATE OF RECORD OF SURVEY



Curve Table					
CURVE	LENGTH	RADIUS	DELTA CHORD BEARING	CHORD LENGTH	
C1	71.26'	96.71'	45°00'09"	567°11'44"E	66.43'
C2	94.81'	120.71'	45°00'07"	567°11'44"E	92.39'

Survey Narrative:

THIS SURVEY IS BEING PERFORMED TO AMEND RECORD OF SURVEY, INSTRUMENT NO. 445254. THE PURPOSE IS TO REMOVE THE INTERIOR PROPERTY CORNERS SET WITH PREVIOUS SURVEY AND TO REFERENCE CITY CONTROL POINTS. THE EXTERIOR BOUNDARY IS PER WARRANTY DEED INST. #432868, AND HAS NOT BEEN MODIFIED.

MANIPULATIVE FROM RECORD OF SURVEY, INSTRUMENT NO. 445254.

*THIS SURVEY IS BEING EXECUTED TO SPLIT THE EXISTING PARCEL (PARCEL 1, AS SHOWN ON RECORD OF SURVEY 250197, VALLEY COUNTY) AND SHOWN HEREON, INTO 2 NEW PARCELS WITH SIMILAR AREAS. THE OVERALL PARCEL BOUNDARY IS BASED UPON FOUND MONUMENTS PER THE ORIGINAL PLAT AND SURVEYS OF RECORD. FOUND MONUMENTS SUBSTANTIALLY FIT RECORD DATA.

Referenced Survey Table:

- R1. PLAT OF WEST PLACE SUBDIVISION, BOOK 4, PAGE 27, INSTRUMENT #78732, RECORDS OF VALLEY COUNTY.
- R2. RECORD OF SURVEY, INSTRUMENT #382924, RECORDS OF VALLEY COUNTY.
- R3. RECORD OF SURVEY, INSTRUMENT #250197, RECORDS OF VALLEY COUNTY.
- R4. RECORD OF SURVEY, INSTRUMENT #211494, RECORDS OF VALLEY COUNTY.
- R5. RECORD OF SURVEY, INSTRUMENT #446254, RECORDS OF VALLEY COUNTY.
- R6. WARRANTY DEED, INSTRUMENT #432868, RECORDS OF VALLEY COUNTY.

Legend:

- FOUND ALUMINUM CAP MONUMENT
- FOUND SP REBAR, AS NOTED
- FOUND 1/2" REBAR, AS NOTED
- SET 3/4" X 24" REBAR W/ CAP - NSF 13550'
- CALCULATED POINT, MONUMENT FOUND OR SET
- BOUNDARY LINE
- NEW PARCEL LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- ADJACENT CENTERLINE
- RIGHT-OF-WAY LINE
- FENCE LINE

Certificate of Surveyor

(MICHAEL S. FERRELL DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.



482 East Shore Drive, Suite 100
Eagle, ID 83816 PH: (208) 858-4041



Valley County Transmittal
Division of Community and Environmental Health

Return to:

- Cascade
- Donnelly
- McCall
- McCall Impact
- Valley County

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat Sub 26-004 Orange Sky Subdivision

- 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 and fees have been submitted. Test holes and ground water monitoring may be required for lot A, lot B has an existing septic. Engineering report and other documents will be required. Reviewed By: Beth Coper Date: 3/27/26

From: Ryan Garber <ryan@mccallfire.com>
Sent: Friday, April 17, 2026 11:24 AM
To: Lori Hunter <lhunter@valleycountyid.gov>
Cc: Mike Bertrand <mike@mccallfire.com>
Subject: SUB 26-004 Orange Sky Subdivision - Preliminary Plat

Lori,

McCall Fire Protection District has reviewed the submittal for the proposed subdivision. Based on the information provided, we have no comments or objections to the subdivision of the parcels at this time.

Please note that any future development of these parcels, including the construction of a residence, will require driveway access that meets code requirements in the 2018 International Fire Code (IFC) and Idaho Administrative Procedure Act (IDAPA) 18.08.01. This determination is based on the materials submitted and remains subject to applicable codes and field verification.

Sincerely,
Ryan

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

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




Sign up for Emergency Notifications

 **CodeRED™**
Keeping citizens informed.

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

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 9:19 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>; Lori Hunter <lhunter@valleycountyid.gov>
Cc: Mike Bertrand <mike@mccallfire.com>; Andrew Schaffran <andrew@mccallfire.com>; Douglas Miller <doug@mccallfire.com>; Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
Subject: Sub 26-004 Orange Sky Subdivision

Cynda,

I have the following comments on Sub 26-004 Orange Sky Subdivision:

General

- Roads 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

- None required for developments of 2 units or less

Driveways (see attached MFPD Driveway Construction Standards document)

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

Wildfire

- Valley County Wildfire Mitigation Program Director should be consulted for comments on wildfire mitigation and Subdivision WUI Fire Protection Plan

Thank you,
Ryan

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

McCall Fire Protection District

Driveway Construction Standards

Authority:

- International Fire Code (IFC) 2018
- IDAPA 18.08.01

1. Purpose

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

2. Scope

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

3. Standards

3.1 Number of Dwellings Served

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

Reference: IDAPA 18.08.01

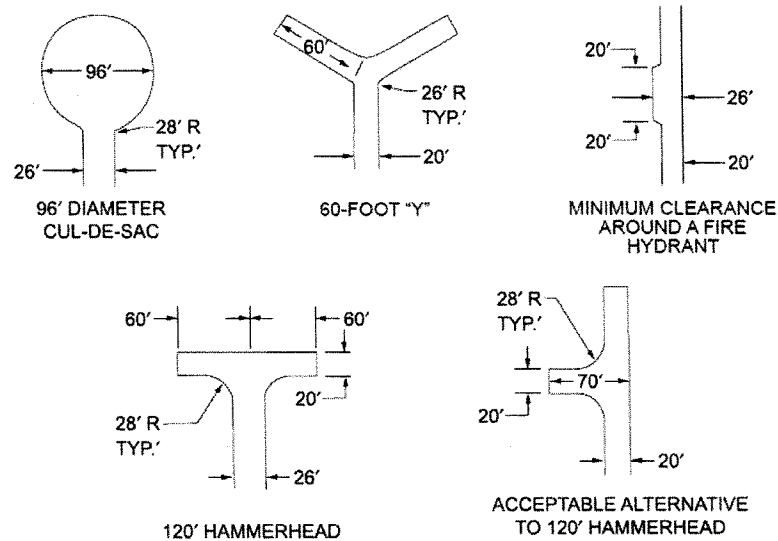
3.2 Dimensions

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

3.3 Length, Turnarounds, and Turnouts

3.3.1 Turnarounds

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



For SI: 1 foot = 304.8 mm.

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

3.3.2 Turnouts

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

3.4 Grade

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

Reference: IFC 503.7.6

3.5 Surface and Structural Requirements

3.5.1 All-Weather Surface

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

Reference: IFC 503.7.8

3.5.2 Load Capacity

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

3.6 Bridges

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

3.7 Security Gates

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

Reference: IFC 503.6 & 503.7.7

4. Alternative Means of Compliance

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

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

5. Maintenance Requirements

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

From: Emily Hart <ehart@mccall.id.us>

Sent: Wednesday, March 11, 2026 1:33 PM

To: Lori Hunter <lhunter@valleycountyid.gov>; Michelle Groenevelt <mgroenevelt@mccall.id.us>; BessieJo Wagner <bwagner@mccall.id.us>; Rachel Santiago-Govier <rsantiago-govier@mccall.id.us>; Meredith Todd <mtodd@mccall.id.us>; Yoram Terleth <yterleth@mccallidus.onmicrosoft.com>

Subject: RE: VC PZ Commission - April 9, 2026

Lori,

SUB 26-004 Orange Sky Subdivision: 651 Stockton Dr. is 4000' from Runway 16/34. In the Horizontal Surface. Recommend pre-screening for required FAA 7460-1 submission <https://oeaaa.faa.gov/oeaaa/oe3a/main/#/noticePrescreen> for both proposed lots/building envelopes and notice of proximity to McCall Municipal Airport.

SUB 26-005 Pine Creek Ranch South Subdivision: 389 Stockton Ct is 1.16 miles from end of Rwy 16. East edge of proposed development 1.4 miles from end of Rwy 16. Development Parcels 1, 2, 3 and 4 all in Horizontal Surface. Recommend pre-screening required FAA 7460-1 submission <https://oeaaa.faa.gov/oeaaa/oe3a/main/#/noticePrescreen> for both proposed lots/building envelopes and notice of proximity to McCall Municipal Airport.

CUP 26-004 Maxton Restoration STR Application: 761 Stockton Dr. is 1.15 miles from Runway 16/34. In Horizontal Surface. No Airport Recommendations at this time.

Best,
Emily

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

Valley County Wildfire Mitigation

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

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



MARA HLAWATSCHEK

Program Director

mhlawatschek@co.valley.id.us

March 11th, 2026

To whom it may concern,

The **Wildfire Mitigation Director** has reviewed the Wildfire Mitigation Plan submitted for the **Orange sky Subdivision**. The plan was prepared in compliance with Valley County Code, Chapter 7 – Wildland Urban Interface Fire Protection Plan. The Wildfire Mitigation Plan has been **approved and no additional request for mitigation treatment**.

It is recommended individual lot owners be responsible for Firewise standard for the Home Ignition Zone;

1. Immediate Zone- 0 to 5 feet around the building structures.
 - Recommend using rock or gravel instead of flammable vegetation or mulches next to the house.
 - Trim branches from large trees or shrubs that overhang the home, porch, or deck.
 - Do not stack firewood on or under decks.
2. Intermediate Zone- the next 5 to 30 feet from the building structures.
 - The landscape vegetation should consist of a well-maintained greenbelt. Utilize native low-lying plants that are fire resilient (visit idahofirewise.org for list).
 - Favor deciduous trees and shrubs over evergreens, although Ponderosa pine and Douglas-fir can be fire resilient due to their thick bark. Keeping this zone green as much as possible in the hot dry summer months will also minimize surface fire from reaching the buildings.
 - Shrubs can be limited to small clusters or groups of a few each to break up the continuity of vegetation across the landscape.
 - Place propane tanks on gravel or concrete pads at least 30 feet from structures and surround them with non-flammable fencing.
3. Extended Zone- the next 30 to 100 feet from the building structures.
 - Space trees to have a minimum of 15-20 feet between the crowns.
 - Remove the ladder fuel by pruning the lower branches at least 6-10 feet from the ground not to exceed 1/3 of the overall tree height.
 - Remove dead trees and shrubs. Also remove large accumulations of ground litter/debris.

Respective Fire District should be consulted for water, access and commercial development requirements within the Subdivision WUI Fire Protection Plan. This decision is effective on the date of approval and shall remain in effect unless modified or revoked in accordance with Valley County Code.

Thank you

Mara Hlawatschek

Mara Hlawatschek
Wildfire Mitigation Director

Subdivision Recommendations

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

To:Lori Hunter

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

Thu 11/21/2024 10:00 AM

Hi Lori,

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

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

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

Please let me know if you have additional questions.

Brandon Flack

Regional Technical Assistance Manager

Idaho Dept. of Fish and Game

Southwest Region

15950 N. Gate Blvd.

Nampa, ID 83687

Ph: (208) 854-8947





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. WATEWATER 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

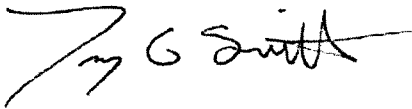
- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of storm water or authorized non-storm water associated with the primary 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 Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
 - **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.24.060 and 58.01.24.061). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.24.060.01 and 58.01.24.061.04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
 - **Groundwater Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
 - For questions, contact Matthew Pabich, Waste & Remediation Manager, at (208) 373-0510.

6. ADDITIONAL NOTES

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

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

Sincerely,



Troy Smith
Regional Administrator

From: Adi Stoddard <adi.stoddard@gmail.com>
Sent: Tuesday, April 28, 2026 1:31 PM
To: Lori Hunter <lhunter@valleycountyid.gov>
Subject: Re: Well log 651 stockton drive

Hi Lori,

I'm helping Leo get you the information for the subdivision. I will attach the information I found on the idaho .gov website regarding the well logs. Let me know if this is the information you are looking for. Or if there is something else/ different you are looking for.

Thanks,
Adison Stoddard



Metal Tag:

PLSS: 18N03E15

PermitID	828004
ConstructionDate	4/5/79
Owner	MARVIN R HEIKKILA
AppType	
WellUse	
BasinNumber	65
WellAddress	Wells and Groundwater Manager
Lot	
Block	
subdivision	
ProductionRate	25.00
StaticWaterLevel	52.00
CasingDiameter	
CasingDepth	
TotalDepth	80
DataSource	QQ
DiversionName	
WellDocs	View
CountyName	VALLEY
Township	18N
Range	03E
Section	15

Metal Tag: D0108572

PLSS: 18N03E15

Wells and Groundwater Management map

PermitID	920741
ConstructionDate	6/30/25
Owner	TUTTLE CONSTRUCTION INC
AppType	
WellUse	Domestic-Single Residence
BasinNumber	65
WellAddress	631 Stockton Dr
Lot	
Block	
subdivision	
ProductionRate	30.00
StaticWaterLevel	50.00
CasingDiameter	6
CasingDepth	
TotalDepth	95
DataSource	Digitized
DiversionName	
WellDocs	View
CountyName	VALLEY
Township	18N
Range	03E
Section	15



Metal Tag: D0087150

PLSS: 18N03E15

PermitID	895766
ConstructionDate	9/10/20
Owner	CHARLES CARPY
AppType	
WellUse	Domestic-Single Residence
BasinNumber	65
WellAddress	TBD address - Ellis Rd
Lot	15
Block	1
subdivision	West Place
ProductionRate	24.00
StaticWaterLevel	22.00
CasingDiameter	6
CasingDepth	
TotalDepth	94
DataSource	Digitized
DiversionName	
WellDocs	View
CountyName	VALLEY
Township	18N
Range	03E
Section	15



From: Adi Stoddard [REDACTED]
Sent: Wednesday, April 29, 2026 10:45 AM
To: Lori Hunter <lhunter@valleycountyid.gov>
Cc: Leonte [REDACTED]
Subject: Re: Additional information needed - Orange Sky Subdivision

Hi again,

Here is the title report for 651 Stockton Dr. Let me know if this is correct.

Thanks,
Adison Stoddard

From: Lori Hunter <lhunter@valleycountyid.gov>
Date: April 17, 2026 at 1:20:37 PM MDT
To: [REDACTED]
Subject: Additional information needed - Orange Sky Subdivision

Please submit the required application information soon. Via email is acceptable.

- well logs.
- current title search report of the property.

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

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

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

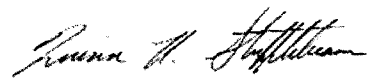
COMMITMENT TO ISSUE POLICY

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

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

Issued through the office of:
Flying S Title and Escrow of Idaho, Inc.
616 North 3rd Street Suite 101
McCall, ID 83638
(208)634-4705

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com



Authorized Officer or Agent

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance
issued by
Old Republic National Title Insurance Company

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

Issuing Agent: Flying S Title and Escrow of Idaho, Inc.
Issuing Office: 616 North 3rd Street Suite 101, McCall, ID 83638
Issuing Office Phone Number: (208)634-4705
Issuing Office's ALTA ® Registry ID: 0046117
Loan ID No.: 750392624
Issuing Office Commitment/File No.: 1209535-MC
Property Address: 651 STOCKTON DR, McCall, ID 83638

Revision No.: 1

SCHEDULE A

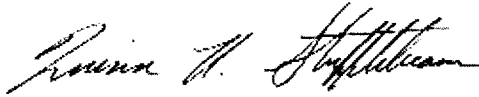
1. Commitment Date: **October 15, 2025 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - b. 2021 ALTA ® Extended Loan Policy
Proposed Insured: **Idaho Central Credit Union (ICCU), its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear**
Proposed Amount of Insurance: **\$806,500.00** Premium Amount \$ **2,959.00**
The estate or interest to be insured: **See Item 3 below**
Endorsements: **8.1, 9, 22, 6** \$ **75.00**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in:
Leo Stoddard, a married man
5. The Land is described as follows:

The land referred to herein is described in the Legal Description attached hereto as Exhibit A.

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By: _____

Authorized Countersignature

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

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Exhibit "A"

Real property in the County of Valley, State of Idaho, described as follows:

A parcel of land situate in the S¹/₂ of the SW¹/₄ of Section 15, T. 18 N., R. 3 E., B.M., being a portion of Lot 15, Block 1 of West Place Subdivision, as shown on the official plat thereof on file in Book 4, Page 27 of plats, in the office of the Recorder of Valley County, Idaho, more particularly described as follows:

Commencing at a 1/2 inch rebar marking the corner common to Sections 15, 16, 21 and 22, T. 18 N. R 3 E, B.M.. Valley County, Idaho; thence, N. 89°48'20" E., 699.86 feet along the line common to said Sections 15 and 22 to a 5/8 inch rebar marking the South West corner of Lot 15, Block 1, West Place Subdivision, as shown on the official plat thereof on file in Book 4, Page 27 of plats, in the office of the recorder of Valley County, Idaho; thence, N. 00' 14' 17" E., 408.47 feet along the West boundary of said Lot 15 to a 1/2 inch rebar, the real Point of Beginning:

Thence, continuing N. 00° 14' 17" E., 308.39 feet to a 1/2 inch rebar marking the North West corner of said Lot 15.

Thence, N. 89° 53'02" E., 271.69 feet along the North boundary of said Lot 15 to a 5/8 inch rebar,

Thence 71.24 feet along a curve to the right, whose radius is 90.71 feet, and delta angle is 45°00' 00" along the North boundary of said Lot 15 to a 5/8 inch rebar,

Thence S. 45° 06'58" E., 11.60 feet along the north boundary of said Lot 15 to a 1/2 inch rebar,

Thence, S. 00° 14' 17" w., 273.15 feet to a 1/2 inch rebar,

Thence, S. 89° 48' 20" w., 344.25 feet to the point of beginning.

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ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

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ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART II Exceptions

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

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

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

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9. 2025 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2024 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2024	\$184.97 Paid	\$184.97 Paid	RP00288001015D	Subject Land

Homeowner's Exemption is not in effect for 2024.

10. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Provisions in deed to S. W. Knight and Grace Knight, husband and wife and Sylvia McClain, widow, recorded August 22, 1975, as Instrument No. 85736.
12. Provisions in deed to Albert T. Stillman and Joanne E. Stillman, husband and wife, recorded December 14, 1983, as Instrument No. 132920.
13. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded February 10, 2014, as Instrument No. 383264.
14. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded October 20, 2021, as Instrument No. 445254.
15. Rights, liens, levies, and assessments of any water, electric, or utility provider that are not shown of public record, together with the rights, powers, and easements of such provider.

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INFORMATIONAL NOTES

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
- B. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject Land, which have been recorded within the last 24 months: .

Warranty Deed executed by Randy Mitchell, an unmarried man, to High Rock Residential, LLC, an Oregon limited liability company, recorded February 10, 2022, as Instrument No. 447985.

Quitclaim Deed executed by High Rock Residential, LLC, an Oregon limited liability company, to Leo Stoddard, a married man, recorded October 29, 2025, as Instrument No. 2025-005857.

- C. Escrow Officer
Lexi Dean
lexi.dean@fste.com
(208)634-4705
- D. Title Officer
Crissy Hogg
crissy.hogg@fste.com
(208)634-4705

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**ALTA LOAN POLICY OF TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

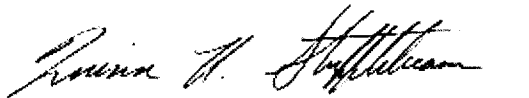
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS


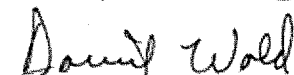
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. The Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Officer or Agent

By  President
Attest  Secretary

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- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
- a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
- a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, insurance against loss caused by:
- a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - b. the failure of a person or Entity to have authorized a transfer or conveyance;
 - c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - d. a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
 - e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
 - f. the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - g. a defective judicial or administrative proceeding; or
 - h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.

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10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
 - a. the amount of the principal disbursed as of the Date of Policy;
 - b. the interest on the obligation secured by the Insured Mortgage;
 - c. the reasonable expense of foreclosure;
 - d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
 - e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - i. real estate taxes and assessments imposed by a governmental taxing authority; and
 - ii. regular, periodic assessments by a property owners' association.
11. The lack of priority of the lien of the Insured Mortgage upon the Title:
 - a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - i. contracted for or commenced on or before the Date of Policy; or
 - ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and
 - b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or
 - ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Issuing Agent: Flying S Title and Escrow of Idaho, Inc.
Issuing Office: 616 North 3rd Street Suite 101, McCall, ID 83638
Issuing Office Phone Number: (208)634-4705
Issuing Office's ALTA® Registry ID: 0046117
Loan ID Number: 750392624
Issuing Office File Number: 1209535-MC
Property Address: 651 STOCKTON DR, McCall, ID 83638

SCHEDULE A

Name and Address of Title Insurance Company:
Old Republic National Title Insurance Company, 1408 N Westshore Boulevard Ste 900, Tampa, FL 33607
Policy Number: LY-08457721
Amount of Insurance: \$806,500.00
Premium: \$3,034.00
Date of Policy: 11/13/2025 at 11:38 a.m.

1. The Insured is:

Idaho Central Credit Union (ICCU), ("MERS") Mortgage Electronic Registration Systems, Inc., solely as a nominee for Idaho Central Credit Union (ICCU), its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear

2. The estate or interest in the Land encumbered by the Insured Mortgage is:

Fee Simple

3. The Title encumbered by the Insured Mortgage is vested in:

Leo Stoddard and Amy Stoddard, husband and wife

4. The Insured Mortgage and its assignments, if any, are described as follows:

Deed of Trust with riders dated November 06, 2025 to secure an indebtedness of \$806,500.00

Recorded: November 13, 2025 as Instrument No.: 2025-006203

Grantor: Leo Stoddard and Amy Stoddard, husband and wife

Trustee: Flying S Title & Escrow

Beneficiary: ("MERS") Mortgage Electronic Registration Systems, Inc., solely as a nominee for Idaho Central Credit Union (ICCU)

5. The Land is described as follows:

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A parcel of land situate in the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, T. 18 N., R. 3 E., B.M., being a portion of Lot 15, Block 1 of West Place Subdivision, as shown on the official plat thereof on file in Book 4, Page 27 of plats, in the office of the Recorder of Valley County, Idaho, more particularly described as follows:

Commencing at a $\frac{1}{2}$ inch rebar marking the corner common to Sections 15, 16, 21 and 22, T. 18 N. R 3 E, B.M.. Valley County, Idaho; thence, N. 89°48'20" E., 699.86 feet along the line common to said Sections 15 and 22 to a $\frac{5}{8}$ inch rebar marking the South West corner of Lot 15, Block 1, West Place Subdivision, as shown on the official plat thereof on file in Book 4, Page 27 of plats, in the office of the recorder of Valley County, Idaho; thence, N. 00' 14' 17" E., 408.47 feet along the West boundary of said Lot 15 to a $\frac{1}{2}$ inch rebar, the real Point of Beginning:

Thence, continuing N. 00° 14' 17" E., 308.39 feet to a $\frac{1}{2}$ inch rebar marking the North West corner of said Lot 15.

Thence, N. 89° 53'02" E., 271 69 feet along the North boundary of said Lot 15 to a $\frac{5}{8}$ inch rebar,

Thence 71.24 feet along a curve to the right, whose radius is 90.71 feet, and delta angle is 45°00' 00" along the North boundary of said Lot 15 to a $\frac{5}{8}$ inch rebar,

Thence S. 45° 06'58" E., 11.60 feet along the north boundary of said Lot 15 to a $\frac{1}{2}$ inch rebar,

Thence, S. 00° 14' 17" w., 273.15 feet to a $\frac{1}{2}$ inch rebar,

Thence, S. 89° 48' 20" w., 344.25 feet to the point of beginning.

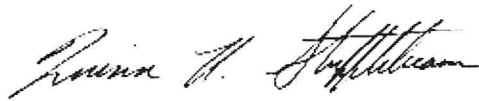
- 6. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association as of the Date of Policy:

ALTA 6 (Variable Rate)

ALTA 8.1 (Environmental Protection Lien) Paragraph B refers to the following state statute(s):None

ALTA 9 (Restrictions, Encroachments, Minerals)

ALTA 22 (Location) Single Family Residence known as 651 STOCKTON DR, McCall, Idaho 83638



By: _____

Authorized Countersignature

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

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
2. 2025 taxes and special assessments.
3. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Provisions in deed to S. W. Knight and Grace Knight, husband and wife and Sylvia McClain, widow, recorded August 22, 1975, as Instrument No. 85736.
5. Provisions in deed to Albert T. Stillman and Joanne E. Stillman, husband and wife, recorded December 14, 1983, as Instrument No. 132920.
6. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded February 10, 2014, as Instrument No. 383264.
7. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded October 20, 2021, as Instrument No. 445254.
8. Rights, liens, levies, and assessments of any water, electric, or utility provider that are not shown of public record, together with the rights, powers, and easements of such provider.

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PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

NONE

CONDITIONS

1. **DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The Date of Policy stated in Schedule A.
- e. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- g. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
 - i. the sum of:
 - (a). principal disbursed as of the Date of Policy;
 - (b). principal disbursed subsequent to the Date of Policy;
 - (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;
 - (d). interest on the loan;
 - (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (f). expenses of foreclosure and any other costs of enforcement;
 - (g). advances for insurance premiums;
 - (h). advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1). real estate taxes and assessments imposed by a governmental taxing authority, and
 - (2). regular, periodic assessments by a property owners' association; and
 - (i). advances to prevent deterioration of improvements before the Insured's acquisition of the Title, but
 - ii. reduced by the sum of all payments and any amounts forgiven by an Insured.
- j. "Insured":

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- i. (a). The Insured named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Insured or the future owner either:
 - (1). owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2). owns the Title after acquiring the Indebtedness;
- (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
- (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
- (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
- (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
- (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
- (g). any Government Mortgage Agency or Instrumentality.
- ii. With regard to Conditions 1.j.i.(a). and 1.j.i.(b)., the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- iii. With regard to Conditions 1.j.i.(c)., 1.j.i.(d)., 1.j.i.(e)., and 1.j.i.(f)., the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- k. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- l. "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.
- m. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- n. "Land": The land described in Item 5 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- o. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- r. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- s. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- t. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

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- u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured:

- a. after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land; and
- b. after the Insured's conveyance of the Title, so long as the Insured:
 - i. retains an estate or interest in the Land;
 - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - iii. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

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6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness*

- i. To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. **CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
 - i. the Amount of Insurance;
 - ii. the Indebtedness;
 - iii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
 - iv. if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.
- b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:
 - i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
 - ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. **LIMITATION OF LIABILITY**

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land;
 - iii. cures the claim of Unmarketable Title; or
 - iv. establishes the lien of the Insured Mortgage,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title or to the lien of the Insured Mortgage.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. *Company's Right to Recover*
 - i. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
 - ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- b. *Company's Subrogation Rights against Obligors*

The Company's subrogation right includes the Insured's rights against Obligors including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a Government Mortgage Agency or Instrumentality.
- c. *Insured's Rights and Limitations*
 - i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
 - ii. If the Insured exercises a right provided in Condition 12.c.i. but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

13. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,

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- ii. extend the Date of Policy,
- iii. insure against loss or damage exceeding the Amount of Insurance, or
- iv. increase the Amount of Insurance.

14. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

15. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

16. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **1408 N Westshore Boulevard Ste 900, Tampa, FL 33607**

17. CLASS ACTION

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

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 18. The arbitrator does not have authority to conduct any class action arbitration or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

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- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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:

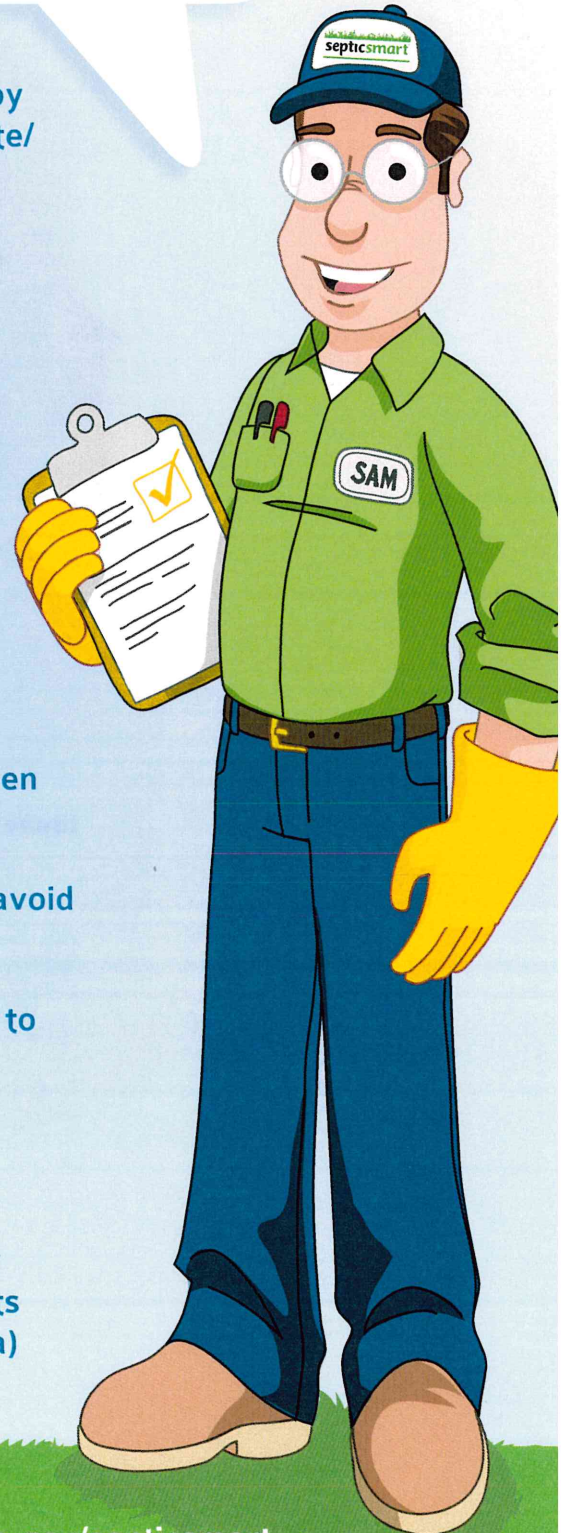
- This subdivision is subject to the provisions of Idaho Code Section 31-3805 (1) regarding the delivery of irrigation water.

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.

Top 10 Ways to Be a Good Septic Owner

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



A Homeowner's Guide to Septic Systems



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

January 2001

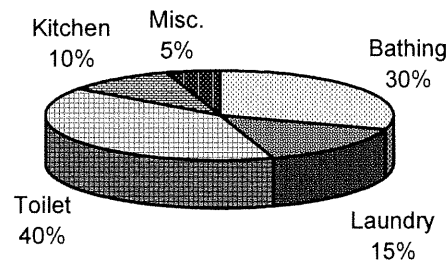


Do you have a home septic system? As an Idaho resident, there is a good chance you do—thirty-six percent of Idaho’s homes, or about 210,000 residences, use septic systems to treat their sewage. These systems discharge more than 53 million gallons of wastewater into Idaho’s soils annually, and this figure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

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

Household Wastewater

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



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

Your Septic System

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

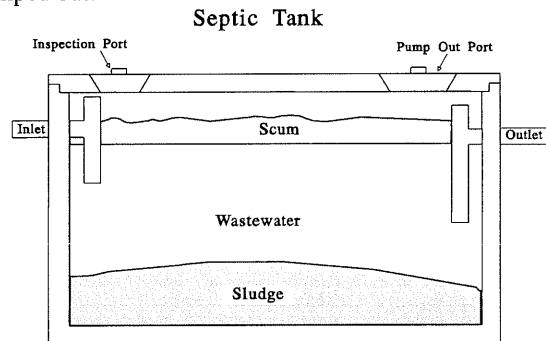
Septic Tank

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

A septic tank has three main functions:

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

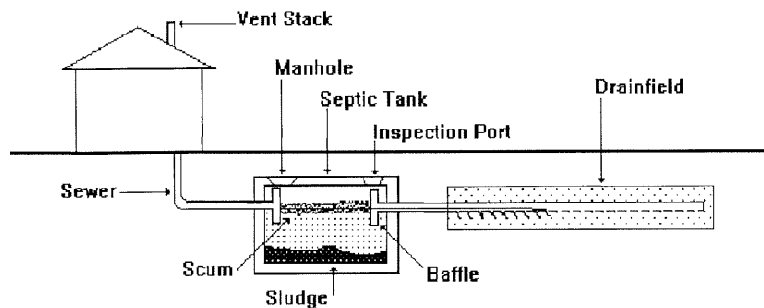
When raw wastewater enters the tank, heavy solids sink to the bottom of the tank as sludge. Light solids, such as grease and paper, float to the surface as scum. During the wastewater storage period, bacteria digest organic material in the wastewater. During this process, the solid material is reduced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



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

Drainfield

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



Soil

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

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

Caring for Your Septic System

Installing Your System

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

Inspecting Your System

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

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

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

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

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

Maintaining Your System

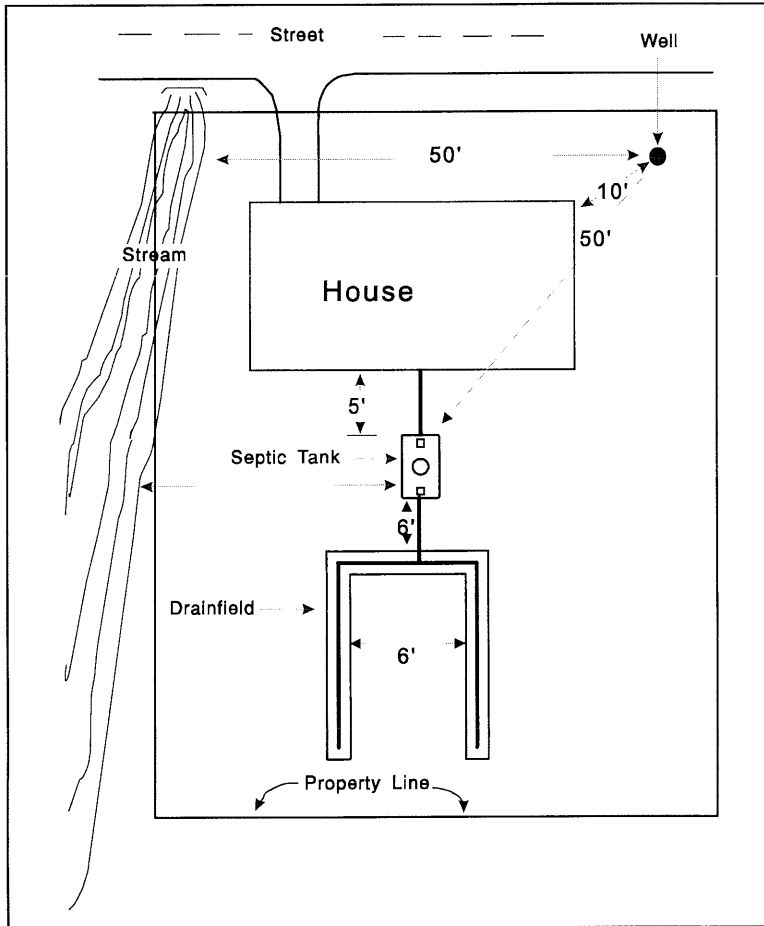
Pumping your septic tank every three years (or as determined by your inspections) will remove accumulations of solids, help keep the drainfield from becoming clogged, and help prevent you from experiencing sewage backups or septic system failure. An accumulation of sludge exceeding 35% of the total water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

Mapping Your System

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

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

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



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

Warning Signs of System Failure

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

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

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

Septic System Dos and Don'ts

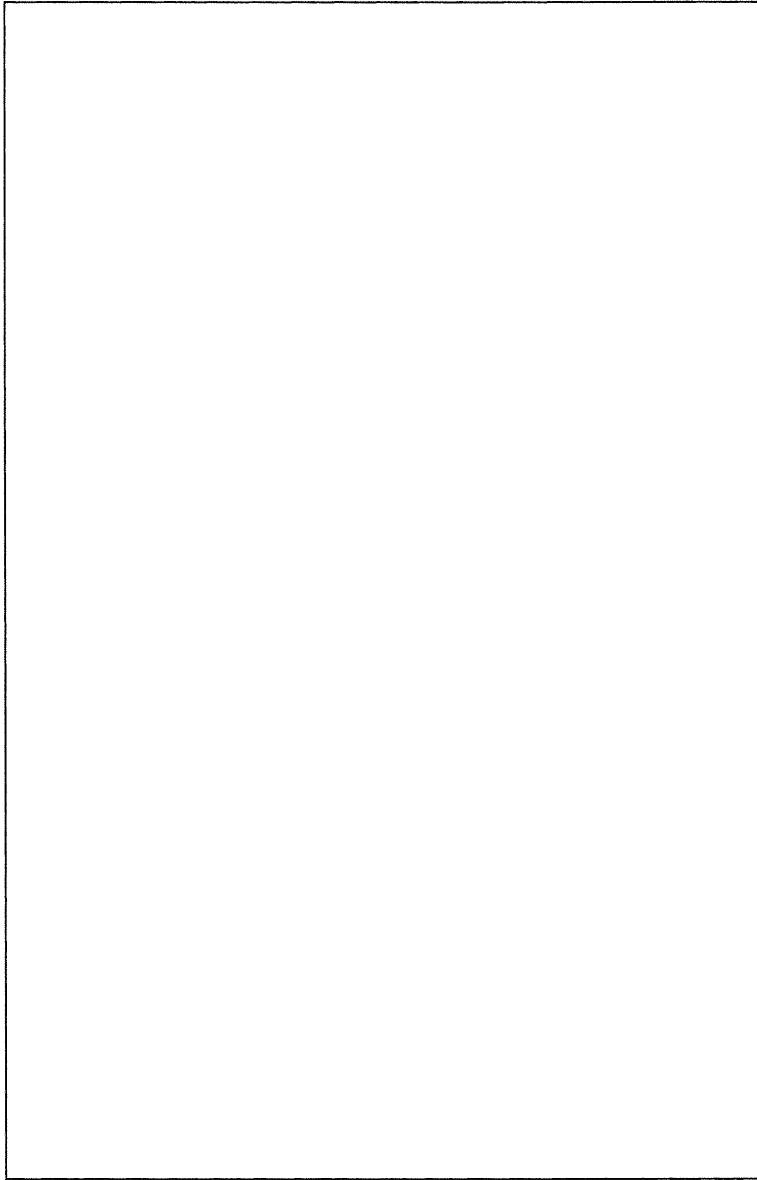
Proper operation of a septic system can prevent costly repairs or replacement. Observing the following guidelines will help to keep your system running efficiently.

Do

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

Don't

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



Map your septic system here

For More Information

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

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

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

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

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

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

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

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