

**APPLICATION FOR
PRELIMINARY PLAT / CUP**

River Fork Ranch Subdivision

PREPARED FOR:
VALLEY COUNTY
January 29, 2024

PREPARED BY:

APPLICANT

Lake Fork Ranch LLC
Dave Callister, Member
3500 E Quail Creek Ln.
Boise, Idaho 83714
[REDACTED]

ATTORNEYS

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Millemann Pemberton & Holm LLP
706 North First Street
PO Box 1066
McCall, ID 83638
[REDACTED]
[REDACTED]

SURVEYOR

Rob O'Malley, P.L.S
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332 N. Broadmore Way
Nampa, Idaho 83687

ENGINEERS

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LAND PLANNERS

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[REDACTED]

**APPLICATION FOR
PRELIMINARY PLAT / CUP**

RIVER FORK RANCH SUBDIVISION

Valley County, Idaho

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Valley County Planning and Zoning Department

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



C.U.P. & Preliminary Plat Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT

FILE # _____

ACCEPTED BY _____

CROSS REFERENCE FILE(S): _____

☐ ADMINISTRATIVE PLAT

☐ SHORT PLAT

☐ FULL PLAT

COMMENTS: _____

☒ Check # 1049 or ☐ Cash

FEE \$ 600

DEPOSIT 1000

DATE 1-29-2024

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

Applicant's Signature: _____

Date: 1-29-24

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

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

We recommend you review Title 9 and Title 10 of the Valley County Code online at www.co.valley.id.us/planning-zoning or

at the Planning and Zoning Office, 219 North Main, Cascade, Idaho.
Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

PROPOSED SUBDIVISION NAME: River Fork Ranch

APPLICANT Lake Fork Ranch LLC - Dave Callister **PHONE** _____
Owner ☒ Option Holder ☐ Contract Holder ☐

MAILING ADDRESS 3500 Quail Creek Rd **ZIP** 83714

EMAIL [REDACTED] - Please contact Representative/Engineer as well.

PROPERTY OWNER _____
(if not the applicant)

MAILING ADDRESS _____ **ZIP** _____

EMAIL _____

Nature of Owner's Interest in this Development? _____

AGENT / REPRESENTATIVE Amy Holm **PHONE** [REDACTED]

MAILING ADDRESS 706 N 1st Street. McCall, ID. **ZIP** 83638

EMAIL [REDACTED]

ENGINEER John Carpenter

MAILING ADDRESS 332 N Broadmore Way **ZIP** 83687

EMAIL [REDACTED] **PHONE** [REDACTED]

SURVEYOR Rob O'Malley

MAILING ADDRESS 332 N Broadmore Way **ZIP** 83687

EMAIL [REDACTED] **PHONE** [REDACTED]

PROPERTY INFORMATION

1. **SIZE OF PROPERTY** 43.75 Acres

2. **AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER** ~200 Acres

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

Easements Mahala Ditch - Shown on PrePlat.

Deed Restrictions N/A

Liens or encumbrances N/A

4. **LEGAL DESCRIPTION** See included.

5. **TAX PARCEL NUMBER(S)** RP17N03E227205

Quarter SE4 Section 22 Township 17N Range 3E

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY:

One existing structure sits on the property and will be demolished with the development.

7. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: N/A

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

North Bare open land with sporadic home sites.

South Bare Open Land

East Bare open land with sporadic home sites.

West Bare Open Land

9a. TYPE OF TERRAIN: Mountainous ☐ Rolling ☐ Flat ☒ Timbered ☐

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

9c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: Sparse wooded area. Sloped area on the west side of the property, marshy area at the bottom of the slope. marshy area to be designated as a no build zone.

10a. WATER COURSE: Mahala Ditch

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

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

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

11a. NUMBER OF EXISTING ROADS: 1 Width 70' Public ☒ Private ☐
Are the existing road surfaces paved or graveled? Gravel ☒ Paved ☐

11b. NUMBER OF PROPOSED ROADS: 3 Proposed width: 28' with 70' total ROW
Will the proposed roads be Public ☐ Private ☒
Proposed road construction: Gravel ☒ Paved ☐

12a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: Well

12b. PROPOSED UTILITIES: Well, septic, power

Proposed utility easement width 70' Locations Common lots for roadways

13. SOLID WASTE DISPOSAL METHOD: Individual Septic ☒ Central Sewage Treatment Facility ☐
14. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual ☒
If individual, has a test well been drilled? yes Depth Flow Purity Verified?
Nearest adjacent well See included well logs Depth Flow
15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☒ No ☐
Are you proposing any alterations, improvements, extensions or new construction? Yes ☒ No ☐
If yes, explain: Piping and rerouting a section of the Mahala ditch
16. DRAINAGE (Proposed method of on-site retention): Swales, on site retention
Any special drains? no (Please attach map)
Soil type(s):
(Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)
17. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? yes
If not, indicate the type of surety that will be put up to ensure the construction of the improvements within one (1) year from the date of filing the plat:
16. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:
Setbacks: Front 30 feet Sides 15 feet Rear 30 feet
Mobile homes allowed? Yes ☐ No ☒
Minimum construction value Minimum square footage
Completion of construction required within Days ☐ Months ☐ Years ☐
Resubdivision permitted? Yes ☐ No ☒
Other
17. LAND PROGRAM:
Open Areas and/or Common Areas Yes ☒ No ☐
Acreage in subdivision ~43.75 Number of lots in subdivision 35
Typical width and depth of lots W: 106' to 150' D: 189' to 524'
Typical lot area 1.14 AC Minimum lot area 1.00 AC Maximum lot area 1.78 AC
Lineal footage of streets 3431 Average street length per lot 98 ft
Percentage of area in streets 14.9 %
Dedicating road right-of-way to Valley County? Yes ☒ No ☐
Percentage of area of development to be public (including easements) 19.5 %
Maximum street gradient 6.5%
Is subdivision to be completely developed at one time? Yes ☒ No ☐ - Attach phasing plan and timeline.
18. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights &/or are in an irrigation district. Submit letter from Irrigation District, if applicable.
19. COMPLETE ATTACHED WEED CONTROL AGREEMENT.
20. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.

Submittal List for Preliminary Plats

Not a Complete List. Applications are site specific. See Title 10 of Valley County Code for Complete Details

- ☒ Neighborhood Meeting – Required for proposed subdivision with 5 or more lots. VCC 9-5H-1.D
- ☒ CUP/Preliminary Plat Application Form
- ☒ Preliminary Plat (VCC 10-3-2-3 Contents of Preliminary Plat)
- ☒ Notes on Face of Plat (not a complete list):
 - o Private Road Declaration _____ (If private roads proposed.)
 - o Declaration of Installation of Utilities _____
 - o All lighting must be dark sky compliant.
 - o Only one wood burning device per lot.
 - o 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.
 - o Surrounding Land Uses Are Subject to Change
- ☒ A plot plan, drawn to scale, showing:
 - o existing utilities, streets, easements, buildings,
 - o all watercourses, including ditches, high water elevation, & known Base Flood Elevations (BFE)
 - o any significant natural features (e.g., rock outcroppings, marshes, or wooded areas)
 - o wetland delineation (may be required)
 - o Soil profiles and water table data when property has potential for high groundwater
 - o location of existing and proposed sewers, water mains, culverts, drainpipes, and electric conduits or lines proposed to service the property to be subdivided,
 - o and the location of adjacent streets or existing structures that would affect the proposed improvement program, including pathways.
- N/A ☒ *[Commercial Subdivision]* A landscaping plan, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list, indicating the size, quantity, location, and name (both botanical and common) of all plant material to be used.
- ☒ *[Prior to any Construction - Can be a condition of approval]*. A site grading / storm water management plan detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- ☒ *[Administrative Request]* Existing site topography (contours with intervals of 5-ft or less)
- ☒ A phasing plan and construction timeline.
- ☒ A Wildland Urban Interface Fire Protection Plan (VCC 10-7) ← John
- N/A ☒ Draft CCRs may be included or may be submitted with final plat package.
- ☒ Well logs of wells located in surrounding contiguous property.
- ☒ A current title search report of the property from a licensed title company (1 copy only)
- ☒ Include written request of any variances (e.g., road width, length of cul-de-sac) and reasons why request is made.
- ☒ Names and mailing addresses of property owners within 300 feet of the property boundary. Information can be obtained through the Valley County GIS maps. (1 copy only)
- ☒ Ten (10) copies of the application and additional materials are required, unless otherwise specified. (3 Full size plats and 7 – 11"x17")
- ☒ One 8½ x 11" – 300 scale drawing of the proposed subdivision

River Fork Ranch

IMPACT REPORT

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

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

- ❖ An impact report shall be required for all proposed Conditional Uses.
- ❖ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:

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

River Fork Ranch is located east of Highway 55 and accessed via Spink Lane which is a connecting County road between Highway 55 and Farm to Market Road. Road will be private with access from Spink Lane. River Run Lane will serve as access to 21 lots, and Meadow View Lane will serve as access to 9 lots.

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

The developer recognizing the need for affordable housing and the low inventory of homes in this area. The developer proposes residential lots 1-22 as single family homes and residential lots 23-31 may be duplex homes or single family. That will allow for more access to affordable housing opportunities, particularly in the duplex lots.

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

Noise and vibration levels will be of low impact considering the size and density of this 30 lot subdivision and consistent with those caused by a single family residence, both during construction and after. This property is generally level requiring very minimal earth work movement for development construction.

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

Heat and glare levels will be consistent with those generated by single family residential use, both during construction and after.

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

This factor is generally not application. To the extend that septic systems fall under the definition of chemicals, gases or fumes, such systems will comply with sewage disposal requirements.

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

Potable water will be provided by individual wells. See **Exhibit P1.0 and P.3.0** with regard to grading, drainage and stormwater management. A fire well is to provided to service hydrants in the project at key location for the fire department.

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

None. Mitigation plan provided to minimize potential from vegetative fires on the property. No blasting will be conducted as a part of construction. A storm water pollution prevention plan will be provided and permitted with the state of Idaho. This plan includes such items as containment for fuel during construction and other items to minimize hazards.

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

There are no designated wetlands in River Fork Ranch. Site disturbance on Lots will be typical of that associated with construction of a single family residence, and pursuant to the River Fork Ranch Design Guidelines, Lots are required to be revegetated after construction with preference for native plants. See also **Exhibit P1.0 and P.3.0** with regard to grading, drainage and stormwater management.

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

Standard BMPs will be employed during construction of River Fork Ranch road and utility improvements, and of the residences on the Lots to assure that existing surface water drainage features are preserved. Pursuant to River Fork Ranch Design Guidelines, Lots are required to be revegetated after construction with preference for native plants. See also **Exhibit P1.0 and P.3.0** with regard to grading, drainage and stormwater management. The good news on this project is that it is relatively flat allowing for minimal lot disturbances. Most work will be performed in the areas of the roadway. Disturbances will be kept to a minimum.

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

See **Exhibit P1.0 and P.3.0** with regard to grading, drainage and stormwater

management. Site grading will be minimized where there will not be a need for large cuts or embankments.

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

Exhibit P1.0 and P.3.0 with regard to grading, drainage and stormwater management. And sheet xxx for landscaping.

Grading for the roadway to generally follow the lay of the land. Lots will have minimal grading as there is little fall across the site as it exists. Drainage naturally will be directed to the rear of the lots or towards the roadways.

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

There will be visibility of River Fork Ranch from Spink Lane which is a public road. Existing vegetation along Spink Lane to be preserved or removed as indicated in the Wildland and Urban Interface Fire Protection Plan. A 20' landscape buffer is proposed along Spink Lane. Additionally, quality trees will be preserved along Meadow View Lane. There will be visibility from neighboring lots. See Landscape Plan attached as **Exhibit P1.1.**

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

The subject property is away from Highway 55 with a natural buffer from the highway based on the topography of the Lake Fork Creek north and west of the Subdivision. The proposed development is an approved use and density as part of a CUP. Additionally, these lots provide close proximity Lake Fork and Donnelly. The property does not have irrigation water rights and has not historically been ranched or used for agricultural purposes. The site is very flat allowing for development to happen with minimal disturbances. Proximity to Spink and the highway 55 makes it convenient for the end users.

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

The subdivision will increase property tax revenues. The entire acreage of approximately 120 acres was taxed for 2022 in the amount of \$1,524.74. Property tax assessments for 30 single family residences on approximately 1 acre lots will bring significant revenue. Single family housing on lots of this size will bring new jobs available to local residents. 30 single family houses should not

have a negative impact on local expenditures.

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

Donelly Rural Fire Department is the local fire district for this subdivision. The fire supply will include hydrants served by a fire well. A loop road, Meadowbrook Lane, is included for safety and fire requirements.

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

N/A.

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

N/A

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

The improvements will be either completed or financially assured prior to recordation of a final plat.

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

There are 21 single family residential lots, and 9 single family/duplex residential lots.

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

It is anticipated that River Fork Ranch will be developed all at once. It is anticipated that application for final plat for River Fork Ranch will be made in the Fall of 2024, and that construction of improvements will commence prior to that time. To the extent that utilities and roads are not completed prior to recordation of the final plat, the cost to complete will be escrowed in accordance with the VCLUDO.

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

Unknown.

EXHIBIT P.0.0

**(Preliminary Plat with
all sheets)**

PARCEL	NAME	ADDRESS
RP17N03E236605 RP17N03E265604 RP17N03E270006	BETTIS HARRY L	PO BOX 7 EMMETT ID 83617 NAMP ID 83686
RP17N03E270606	BIG CABIN PROPERTIES LLC	PO BOX 1029 COEUR D'ALENE ID 83816
RP17N03E236405 RP17N03E227205	LAKE FORK RANCH LLC	3500 E QUAIL CREEK RD GARDEN CITY ID 83714
RP17N03E270170	MILLER JEFFERY LOUIS	PO BOX 1317 MCCALL ID 83638
RP17N03E228405 RP17N03E228426	PEPPERSACK THOMAS	332 S THOREAU WAY BOISE ID 83709
RP17N03E22855	SQUIRES CINDY L	8615 WHITE HORSE LN NAMP ID 83686

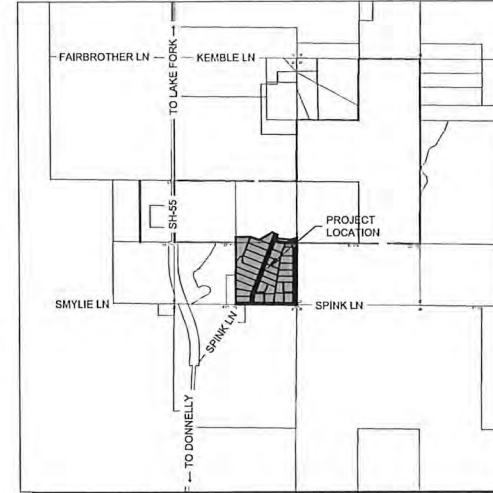
LEGEND	
	PROPOSED BOUNDARY LINE
	ROAD RIGHT-OF-WAY
	PROPOSED EASEMENT
	PROPOSED EDGE OF GRAVEL
	PROPOSED FLOW LINE
	PROPOSED WELL
	PROPOSED IRRIGATION BOX
	PROPOSED TYPE III BARRICADE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

PRELIMINARY PLAT FOR RIVER FORK RANCH SUBDIVISION

A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 22
TOWNSHIP 17 NORTH, RANGE 3 EAST, BOISE MERIDIAN
VALLEY COUNTY, IDAHO
2024



AREA AND LOT SUMMARY	
TOTAL PROPERTY AREA	43.75± AC
RESIDENTIAL AREA	34.15± AC
RIGHT-OF-WAY TO BE DEDICATED COMMON AREA INCLUDING COMMON LOTS FOR PRIVATE ROADS	1.06± AC 8.53± AC
TOTAL LOTS	35
BUILDABLE LOTS	30
COMMON LOTS	5
BUILDABLE LOTS PER ACRE	0.69 LOTS/ACRE
DWELLING UNITS PER ACRE (SINGLE FAMILY AND DUPLEX UNITS)	0.89 UNITS/ACRE
AVERAGE RESIDENTIAL LOT SIZE	1.14± AC
MINIMUM RESIDENTIAL LOT SIZE	1.00± AC
PERCENTAGE OPEN SPACE INCLUDING ALL COMMON LOTS	19.5%



BORDER SIZE	22"x34"
DESIGNED	J. PITCHER
DRAWN	J. PITCHER
CHECKED	J. CARPENTER
APPROVED	J. CARPENTER
DATE	1/25/2024
NO.	1

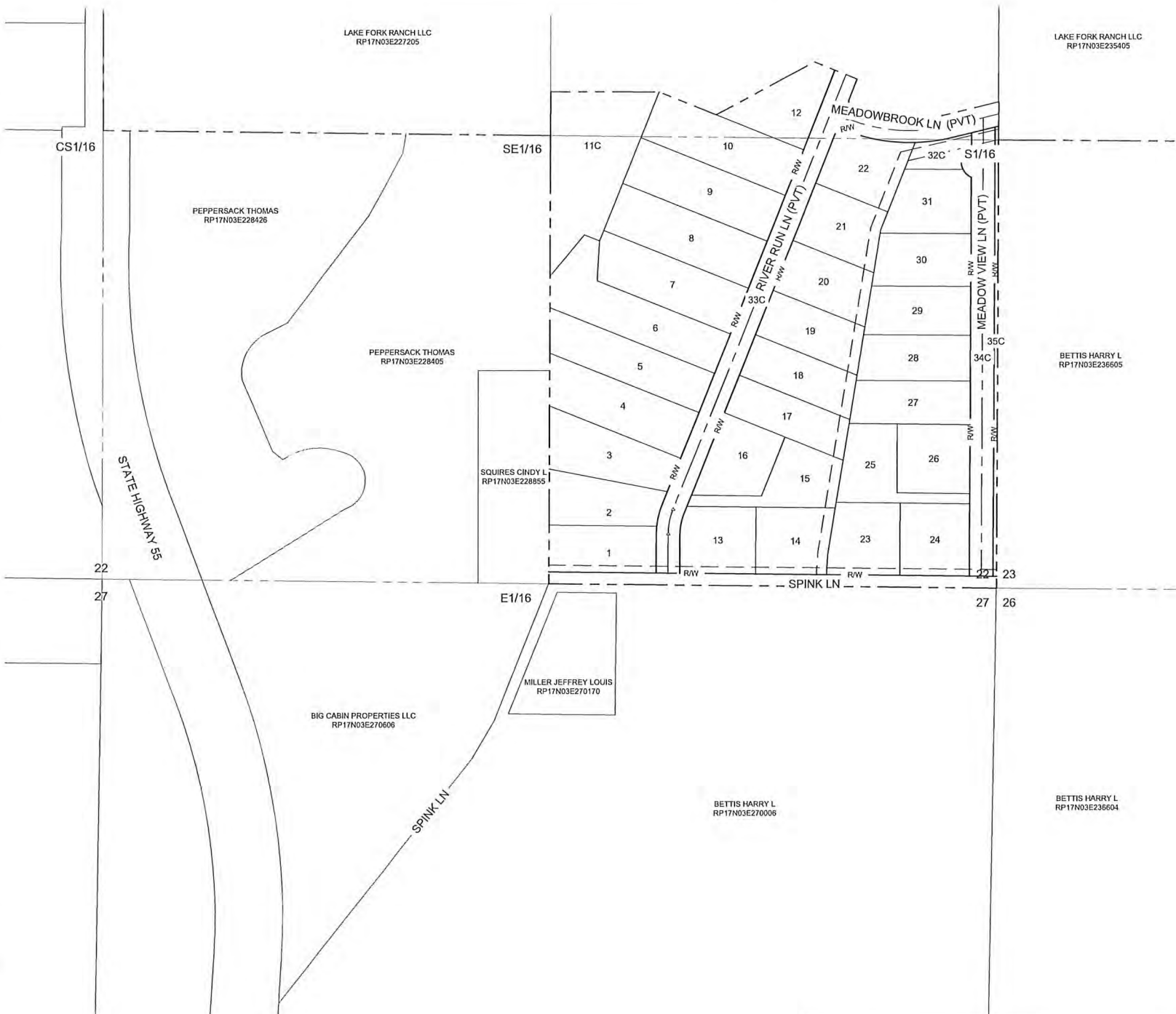


PRELIMINARY PLAT FOR: RIVER FORK RANCH SUBDIVISION COVER

ATTENTION:
1/2" 1"
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: January 25, 2024
PROJECT: 230441
SHEET:

P0.0



SITE DATA

OWNER & DEVELOPER

DAVE CALLISTER
LAKE FORK RANCH, LLC
3500 E QUAIL CREEK LN
GARDEN CITY, ID 83714
PH: (208) 573-3149

ENGINEER

JOHN CARPENTER, P.E.
ARDURRA GROUP, INC.
332 N BROADMORE WAY
NAMP, ID 83687
PH: (208) 442-6300

SURVEYOR

ROB O'MALLEY, P.L.S.
ARDURRA GROUP, INC.
332 N BROADMORE WAY
NAMP, ID 83687
PH: (208) 442-6300

LAND USE PLANNER

SAMANTHA HAMMOND
ARDURRA GROUP, INC.
332 N BROADMORE WAY
NAMP, ID 83687
PH: (208) 442-6300

PARCEL

#RP17N03E227205

ROADWAY JURISDICTION

INTERNAL ROADWAYS - PRIVATE
SPINK LN - VALLEY COUNTY ROAD DEPARTMENT
STATE HIGHWAY 55 - IDAHO TRANSPORTATION
DEPARTMENT, DISTRICT 3

SEWER & WATER DISTRICT

PRIVATE

FIRE DISTRICT

DONNELLY RURAL FIRE DISTRICT

SCHOOL DISTRICT

MCCALL-DONNELLY SCHOOL DISTRICT

ZONING AND SETBACK

EXISTING ZONING: CONDITIONAL USE
PROPOSED ZONING: CONDITIONAL USE
FRONT = 30'
REAR = 30'
SIDE = 15'
STREET SIDE = 30'

IRRIGATION DISTRICT







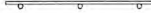
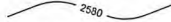
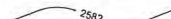
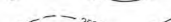




MAHALA IRRIGATION DISTRICT

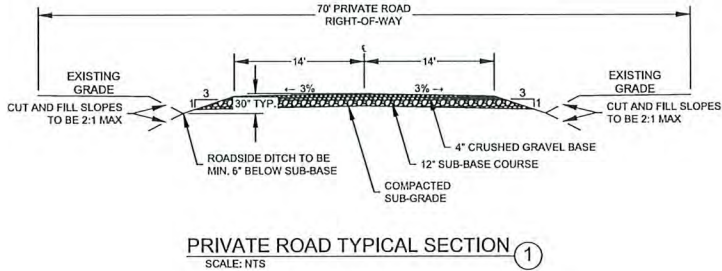
NOTES

- BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF VALLEY COUNTY.
- DIRECT RESIDENTIAL LOT ACCESS TO SPINK LANE IS PROHIBITED.
- POTABLE WATER WILL BE SUPPLIED BY INDIVIDUAL PRIVATE WELLS.
- SEWER WILL BE PROVIDED BY INDIVIDUAL PRIVATE SEPTIC SYSTEMS.
- DESIGN INFORMATION SHOWN HEREIN IS PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN AND AGENCY COMMENT.
- ALL LOTS ARE RESIDENTIAL EXCEPT LOTS LABELED AS "C" (COMMON) LOTS. COMMON LOT 11C WILL BE USED AS COMMON SPACE FOR RESIDENTS. LOT 32C MAY BE USED FOR SNOW STORAGE AND SUBDIVISION MAINTENANCE EQUIPMENT. COMMON LOTS 33 AND 34 ARE PRIVATE ROAD RIGHT-OF-WAY. LOT 35C WILL BE USED AS A LANDSCAPING BUFFER BETWEEN THE ADJACENT PROPERTY TO THE EAST.
- THE IRRIGATION EASEMENT FOR THE MAHALA DITCH IS 15 FEET FROM EACH SIDE OF THE DITCH CENTERLINE FOR A TOTAL OF 30 FEET. THIS IS OWNED AND OPERATED BY THE MAHALA DITCH DISTRICT.
- NO ACCESS SHALL BE ALLOWED TO LAND IN A PLATTED SUBDIVISION OTHER THAN TO INTERNAL SUBDIVISION STREETS OR AS OTHERWISE SHOWN ON THE PLAT.
- STORM DRAINAGE FACILITIES FOR INTERNAL ROADWAYS WILL BE HANDLED BY SWALES AND SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. STORM DRAINAGE FROM INDIVIDUAL LOTS SHALL BE THE RESPONSIBILITY OF INDIVIDUAL LOT OWNERS. RESPONSIBILITY FOR STORM DRAINAGE FACILITIES INCLUDES ALL MAINTENANCE, BOTH ROUTINE AND NON-ROUTINE.
- RESIDENTIAL LOTS 1-22 ARE TO BE SINGLE FAMILY HOMES. RESIDENTIAL LOTS 23-31 MAY BE DUPLEX LOTS OR SINGLE FAMILY HOMES.
- FIRE SUPPLY TO INCLUDE HYDRANTS SERVED BY A FIRE WELL, MEETING THE REQUIREMENTS OF DONNELLY RURAL FIRE.
- ALL RESIDENTIAL LOTS, AND ROADWAY IMPROVEMENTS ARE LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN.
- ALL LIGHTING MUST BE DARK SKY COMPLIANT.
- ONLY ONE WOOD BURNING DEVICE PER LOT.
- THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
- SURROUNDING LAND USES ARE SUBJECT TO CHANGE.

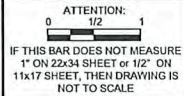
UNAUTHORIZED CHANGES & USES: THE DESIGN CONSULTANT PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.



- | LEGEND | |
|---|-------------------------------------|
|  | PROPOSED BOUNDARY LINE |
|  | ROAD RIGHT-OF-WAY |
|  | PROPOSED EASEMENT |
|  | PROPOSED EDGE OF GRAVEL |
|  | PROPOSED WELL |
|  | PROPOSED IRRIGATION BOX |
|  | PROPOSED TYPE III BARRICADE |
|  | PROPOSED MAJOR CONTOUR |
|  | PROPOSED MINOR CONTOUR |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING MINOR CONTOUR |
|  | EXISTING FLOOD PLAIN |
|  | PROPOSED FIRE HYDRANT |
|  | PROPOSED FIRE PROTECTION WATER MAIN |



PRELIMINARY PLAT FOR:
RIVER FORK RANCH SUBDIVISION
SITE PLAN



DATE:	January 25, 2024
PROJECT:	230441
SHEET:	




P1.0

REVISIONS		DATE	BORDER SIZE 27"x34"
NO.	DESCRIPTION		
—	—	—	DESIGNED
—	—	—	J. PITCHER
—	—	—	DRAWN
—	—	—	J. PITCHER
—	—	—	CHECKED
—	—	—	J. CARPENTER
—	—	—	APPROVED
—	—	—	J. CARPENTER



L:\2024\100_LANDSCAPE\PRELIMINARY_PLANS\1.0 SITE PLANNING_1/25/2024

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PLANTING LEGEND			
TREES			
SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)
	LIMB PINE	PINUS FLEXILIS	50' X 20'
SHRUBS			
SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)
	VINE MAPLE	ACER CIRCINATUM	20' X 20'
	MOCK ORANGE	PHILADEPHUS X VIRGINIALIS	8' X 8'

- NOTES:
- EXISTING VEGETATION ALONG SPINK LN TO BE PRESERVED OR REMOVED AS INDICATED ON THE WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN
 - TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM SEPTIC SYSTEMS, SHRUBS NO CLOSER THAN 10'
 - REVEGETATE DISTURBED AREA WITH BLUEBUNCH WHEATGRASS (PSEUDOROEGNERIA SPICATA) OR OTHER SIMILAR NATIVE SPECIES, SPRING SEEDING FOLLOWED BY HYDRO-MULCHING, NO FERTILIZER.
 - RETAIN AND PROTECT EXISTING VEGETATION WHEN POSSIBLE.



SPLIT RAIL ZIG-ZAG STYLE FENCE

N.T.S. 1


	
BORDER SIZE	22"x34"
DESIGNED	J. PITCHER
DRAWN	J. PITCHER
CHECKED	J. CARPENTER
APPROVED	J. CARPENTER

NO.	REVISIONS DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



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TAMPA, IDAHO 8357
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PRELIMINARY PLAT FOR:
RIVER FORK RANCH SUBDIVISION
LANDSCAPING PLAN



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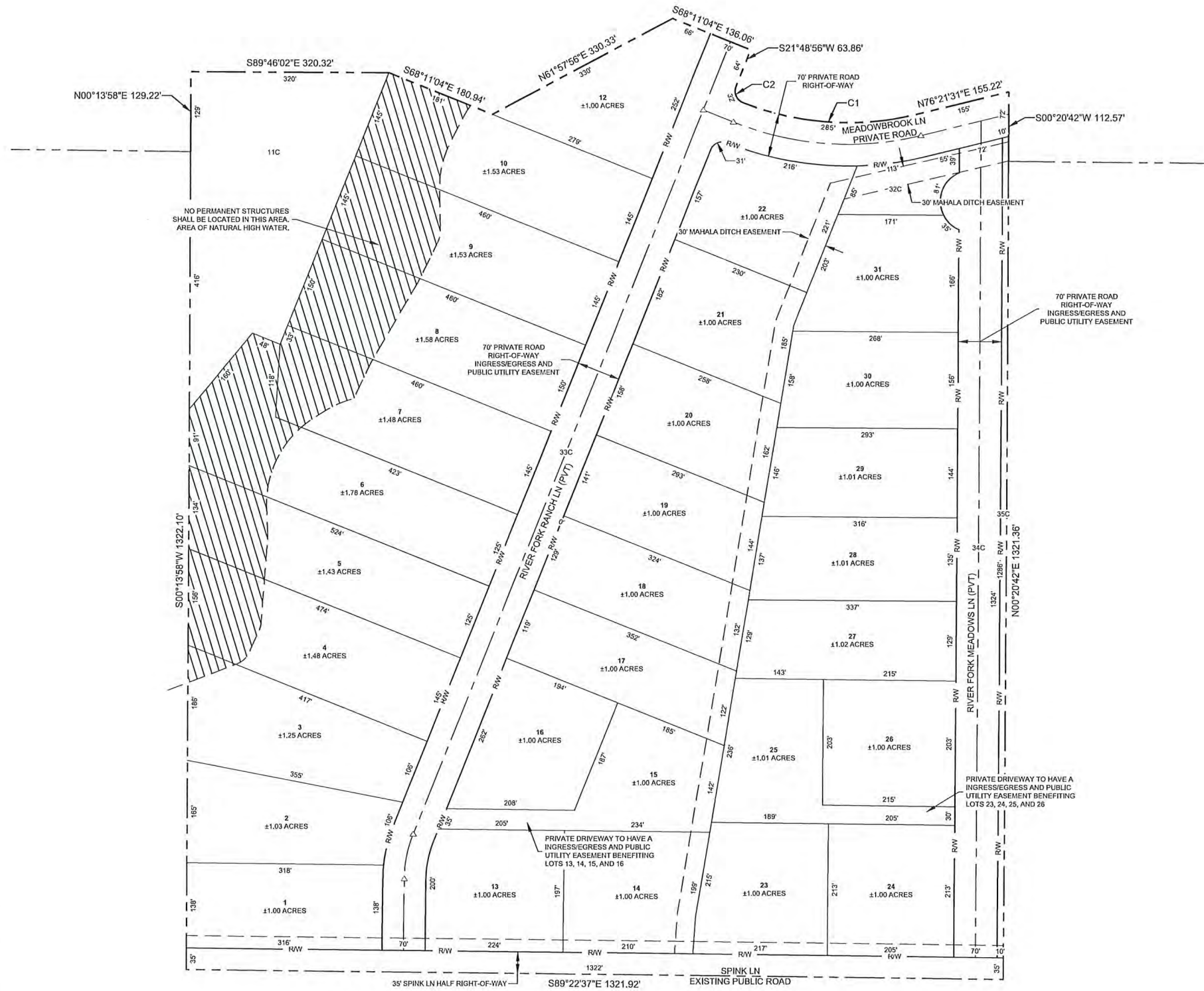
DATE: January 25, 2024

PROJECT: 230411

SHEET: P1.1

L:\2024\103_Land\Subdivisions\PRELIMINARY_P\103_P201 LOT DIMENSIONS.DWG, 1/25/2024

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CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C1	465.00'	285.14'	35°08'01"	S86°04'29"E
C2	20.00'	31.53'	90°19'24"	S23°20'46"E



BORDER SIZE	27"x34"
DESIGNED	J. CARPENTER
DRAWN	J. CARPENTER
CHECKED	J. CARPENTER
APPROVED	J. CARPENTER
DATE	1/25/2024
NO.	1



PRELIMINARY PLAT FOR:
RIVER FORK RANCH SUBDIVISION
LOT DIMENSIONS

ATTENTION:
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: January 25, 2024
PROJECT: 230441
SHEET:



Figure 1: Plan view of a proposed road layout. The diagram shows a cross-section of a road with various features labeled. At the top, a dashed line represents the 'PROPOSED BOUNDARY LINE'. Below it, a solid line is labeled 'ROAD RIGHT-OF-WAY'. Further down, another solid line is labeled 'PROPOSED EASEMENT'. Below that, a solid line is labeled 'PROPOSED EDGE OF GRAVEL'. A circle with a 'W' inside represents a 'PROPOSED WELL'. A rectangle represents a 'PROPOSED IRRIGATION BOX'. A horizontal line with a small circle at its left end represents a 'PROPOSED TYPE III BARRICADE'. Two dashed lines represent 'EXISTING MAJOR CONTOUR' (labeled 2560) and 'EXISTING MINOR CONTOUR' (labeled 2532). A hatched area at the bottom represents a 'FLOODPLAIN'. A circle with a 'T' inside represents a 'TEST PIT'.

PRELIMINARY PLAT FOR:
RIVER FORK RANCH SUBDIVISION
EXISTING CONDITIONS

ATTENTION:

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DATE: January 25, 2024

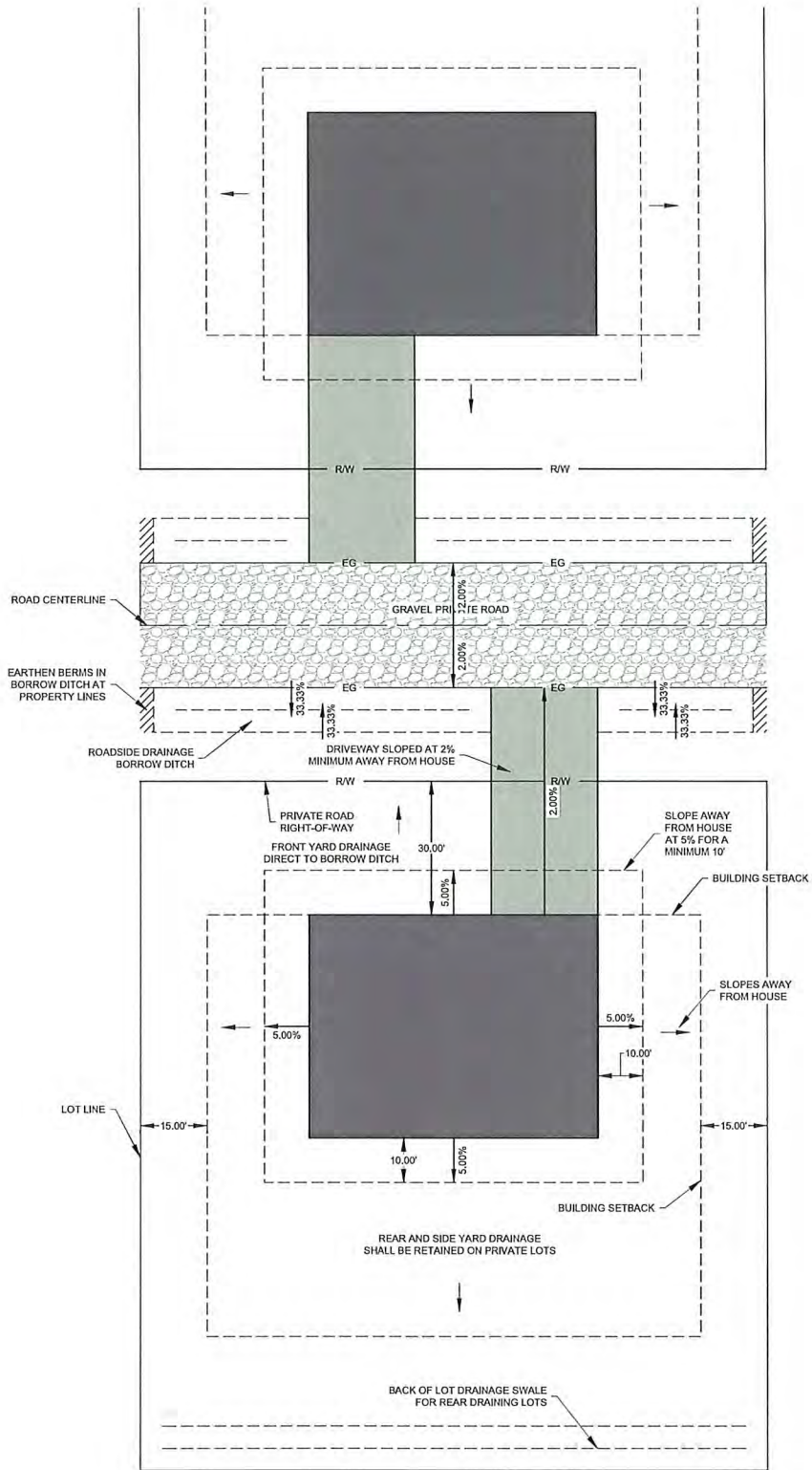
PROJECT: 230441

SHEET:

P3.0

NO.	REVISIONS		DATE	BORDER SIZE 22"x34"
	DESCRIPTION			
•	•	DESIGNED	J. FITCHER	
•	•		DRAWN	
•	•		J. FITCHER	
•	•	CHECKED		
•	•		J. CARPENTER	
•	•	APPROVED		
•	•		J. CARPENTER	





TYPICAL LOT GRADING DETAIL

NOTES:

- HOUSE ARE DEPICTED FOR GENERAL GRADING AND DRAINAGE PURPOSES, HOUSE LOCATIONS AND SIZES ARE NOT INTENDED TO BE EXACT OR EVEN CLOSE WITH THE PLAN, HOUSE SHALL COMPLY WITH BUILDING CODE AND BE SITUATED WITHIN NOTED SETBACKS.
- BUILDING SETBACKS INCLUDE REQUIRED SETBACKS PER VALLEY COUNTY CODE, DEQ REQUIRED SETBACKS FROM SEPTIC SYSTEMS, AND SETBACKS FROM NATURALLY HIGH WATER AREAS.



REVISIONS		DATE	DESCRIPTION
NO.	DESIGNED		
	DRAWN		
	CHECKED		
	APPROVED		



PRELIMINARY PLAT FOR:
RIVER FORK RANCH SUBDIVISION
SITE GRADING AND ROAD ALIGNMENTS

ATTENTION:
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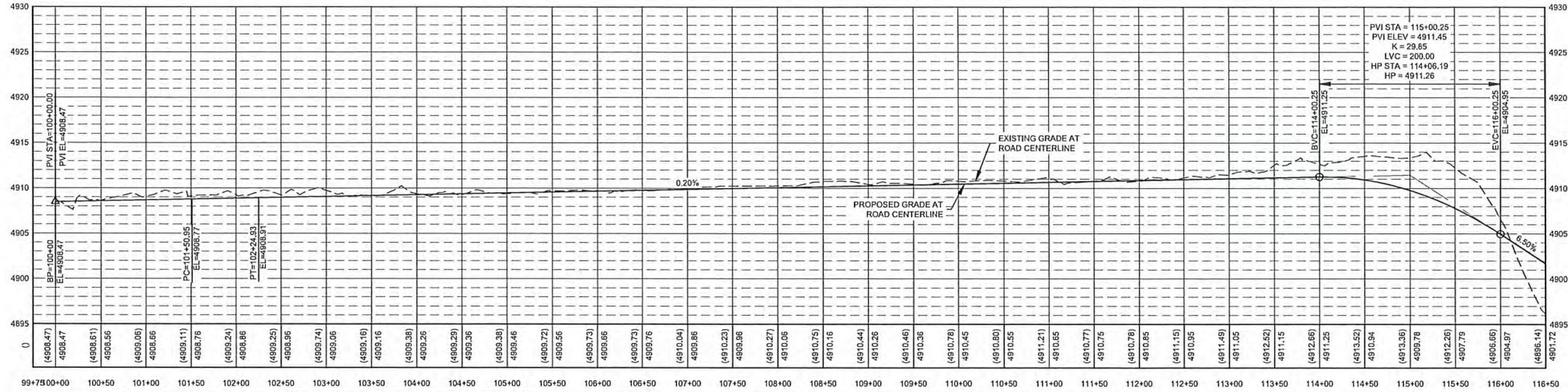
DATE: August 22, 2023
PROJECT: 23041
SHEET:

L:\230441\03_CADD\SETUP\PRELIM\PLAN\PLAT\AS ROAD PROFILES.DWG, 1/22/2024

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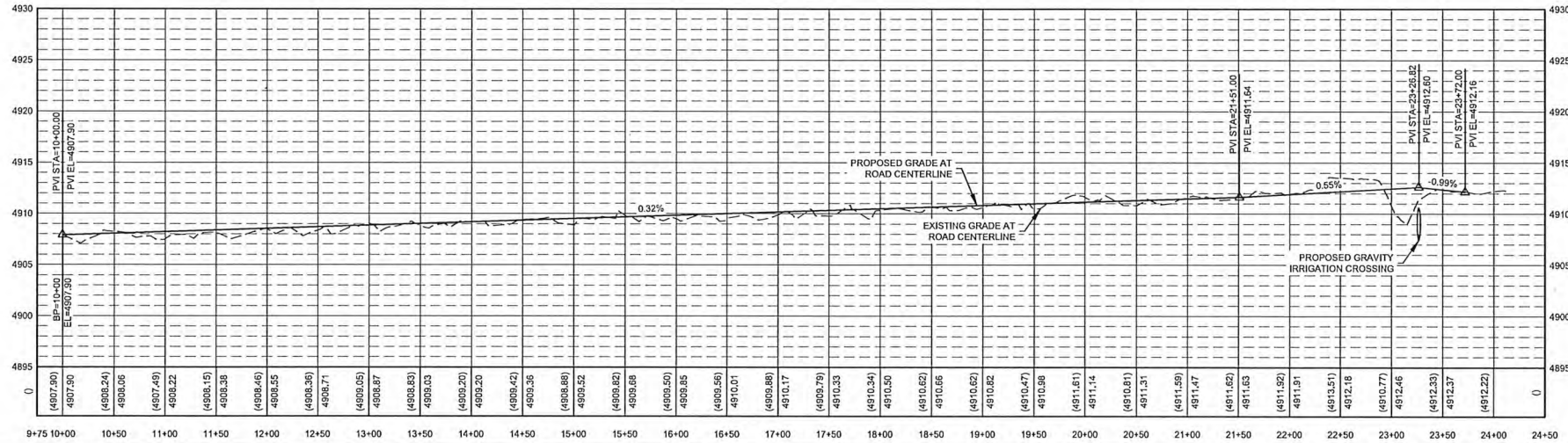
RIVER FORK RANCH LN PROFILE

STA 99+75 - 116+50
HORIZONTAL SCALE: 1"=80'
VERTICAL SCALE: 1"=8'



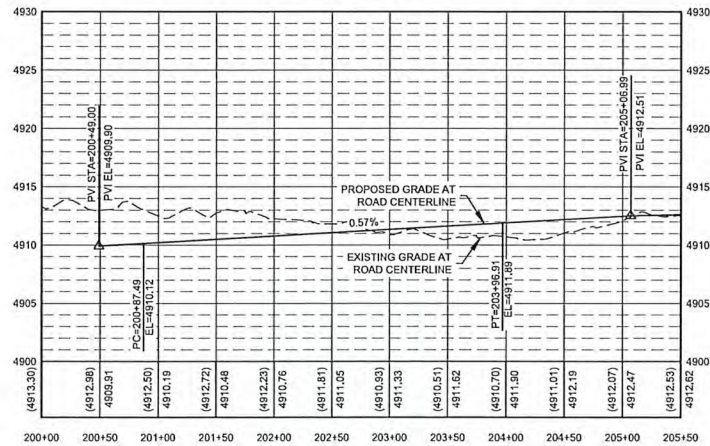
RIVER FORK MEADOW LN PROFILE

STA 9+75 - 24+50
HORIZONTAL SCALE: 1"=80'
VERTICAL SCALE: 1"=8'



MEADOWBROOK LN PROFILE

STA 200+00 - 205+50
HORIZONTAL SCALE: 1"=80'
VERTICAL SCALE: 1"=8'



REVISIONS		BORDER SIZE
NO.	DESCRIPTION	27"x34"
1	DESIGNED	J. PITCHER
2	DRAWN	J. PITCHER
3	CHECKED	J. PITCHER
4	APPROVED	J. CARPENTER



PRELIMINARY PLAT FOR:
RIVER FORK RANCH SUBDIVISION
ROAD PROFILES

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: August 22, 2023
PROJECT: 230441
SHEET:

EXHIBIT A

(Narrative)

**APPLICATION FOR
PRELIMINARY PLAT / CUP**

River Fork Ranch Subdivision

**Exhibit A
NARRATIVE**

I. THIS APPLICATION.

Summary. Owner Lake Fork Ranch, LLC is applying for a preliminary plat approval and conditional use permit for a 30 lot subdivision called “River Fork Ranch Subdivision” platted on approximately 44 acres located north of Spink Lane and east of Highway 55. The Preliminary Plat is attached as **P0.0 (including all sheets).** The River Fork Ranch Subdivision proposes lots ranging from 1 acre to 1.58+, 21 lots single family homes and 9 lots either single family homes or duplexes.

- A. **Name of Proposed Subdivision:** River Ranch Subdivision.
- B. **Persons Authorized to Appear for Application:** Dave Callister, Lane Fork Ranch, LLC (Owner); John Carpenter (Engineer), Samantha Hammond (Land Planner), Rob O’Malley (Surveyor), Amy Holm (Attorney).
- C. **Application Review:** To be done by the administrator indicating the names of officials, departments, bodies or agencies that have legal jurisdiction to review the application in such matters affecting the health, safety or welfare of the area.
- D. **Land Area / Existing Title Status To Tract:** Total acreage of the platted property 43.75
 - 1. **The names and addresses of the owners of record.** Lake Fork Ranch, LLC.
 - 2. **The nature of his interest in the development.** The developer is Dave Callister, owner of the property.
 - 3. **A copy of any existing easement, deed restriction and zoning classification applicable to the tract, if any.** See title search report from licensed title company attached as **Exhibit B.**
 - 4. **A notation of the nature of any other lien or encumbrance, if any.** None
 - 5. **The total acreage of the tract and of any adjacent lands under the same ownership.** Lake Fork Ranch, LLC owns 76 acres north of this proposed subdivision, 200 acres northeast.
 - 6. **The subdivider shall provide a current title search report of the subject property from a licensed title company.** See title search report from licensed title company attached as **Exhibit B.**

E. **Land Area/Existing physical conditions of tract and vicinity**

1. **Terrain.** The proposed platted lots are on relatively flat ground. Lot 11c is purposely set aside as a common lot as it is closer to the creek level with areas of surface water. There is a slope between this lot and remainder of the subdivision.

2. **Type of soil.** Sandy silts.

3. **Location and direction of flow of all watercourses on the tract and abutting properties.** Lake Fork Creek is north of the proposed subdivision which flow runs south. The Mahala Ditch flows through the property headed south. See Irrigation Plan included as **Exhibit J.**

4. **The possibilities of the tract being subject to inundation or stormwater overflow and the approximate high water elevation.** Site grading information is included with the preliminary plat. Test pits were excavated and monitored for each of the lots. Groundwater is greater than 10' below the ground surface. This ground sits higher than adjacent properties and is situated approximately 40' above Lake Fork.

5. **Any significant natural features such as rock outcropping, marshes or wooded areas.** The property is about 85% forested. See Wildland Urban Interface Fire Protection Plan for more details. Lot 11c has wet areas.

6. **The location of existing sewers, water mains, culverts, drainpipes, and electric conduits or lines proposed to service the property to be subdivided.** None existing.

7. **The location of adjacent streets or existing structures that would affect the proposed improvement program, including pathways.** Spink is adjacent and along the southerly boundary of this development.

F. **Building Program:**

- a. River Fork Ranch is 30 residential lots, 21 of which are single family residences, and 9 which may be built as duplexes or single family homes. There will be no commercial lots.

G. **Proposed Street, Utility Or Other Improvements:**

1. River Fork Ranch will utilize the individual private wells and private septic systems. A large well for the purpose of fire protection will be provided with water mains servicing fire hydrants. The utilities will be completed prior to (or bonded for) recording the final plat. A draft Declaration of Utilities is attached as **Exhibit C.** Well logs are attached hereto as **Exhibit K.**
2. Roads will be private. It is anticipated that the roads will be completed to at least a gravel surface prior to recording the final plat. Private roads will meet or exceed the requirements of county road standards. A draft Declaration of Private Roads is attached as **Exhibit D.** Spink Lane impacts and mitigation of those impacts have been considered and discussed with County Staff.

3. Roads in River Fork Ranch will have a 70' private road right-of-way and are 28 feet wide gravel surface. Private roads may be paved at the discretion of the developer.
4. See **Exhibit P4.0** for civil drawings of the proposed street and utility improvements.

H. Restrictive Covenants:

1. A draft Declaration for River Fork Ranch will be prepared for final plat. Items to be addressed in CC&Rs would include the following in outline form:
 - a) Design guidelines for construction to comply with Valley County Code. Architectural control committee (ACC) for governance.
 - b) Single family homes or duplexes on 23-31 allowed.
 - c) Driveways installed and maintained by lot owners.
 - d) No commercial uses or home businesses except those defined as 'home occupation.'
 - e) Storage of vehicles, RVs, trailers, snowmobiles, etc. in garages or driveways only.
 - f) Wildfire mitigation plan.
 - g) Septic tank maintenance.
 - h) Lighting ordinance must be followed. Dark sky compliant.
 - i) Short-term rentals allowed, governed by rules and regulations related to quiet hours, occupancy, health and safety.
 - j) No animals allowed except household pets. Pets must be within boundary of lots unless under control of owner.
 - k) Fencing allowed by review of ACC.
 - l) Utilities: declarant to provide electrical power and telephone service to subdivision, all power underground. Water supplied to each lot by private well, septic sewage disposal systems, and any propane tanks for lots placed entirely within lot.
 - m) Landscaping responsibility of lot owner. Declarant to landscape Spink Lane per plans.
 - n) Each lot 1 vote in homeowner's association.
 - o) Easements for roads and driveways. 70 foot ROW. River Fork Ranch Drive, River Fork Meadows Lane, and Meadowbrook Lane shall be a private road. Lots 13, 14, 15, 16 shall share a driveway from Lot 15 of which Lot 15 shall grant an easement for use by Lots 16, 13, and 14. Lots 23, 24, 25, 26 shall share a driveway from Lot 25 of which Lot 25 shall grant an easement for use by Lots 23, 24, and 26.
 - p) Reserved declarant's rights.

q) HOA right to set assessments, special assessments, and enforcement.

I. Land Program/Construction Timeline:

1. The application for preliminary plat for River Fork Ranch is being submitted of even date herewith, which proposes 30 residential lots.
2. It is anticipated that application for final plat for River Fork Ranch will be made in the Fall of 2024, and that construction will commence prior to that time. To the extent that utilities and roads are not completed prior to recordation of the final plat, the cost to complete will be escrowed in accordance with the Valley County Land Use and Development Ordinance.
3. **Lighting Plan:** All lighting is required to comply with the Valley County Outdoor Lighting Ordinance, as well as the provisions of the River Fork Ranch CC&Rs including design guidelines in this regard with the goal to ensure minimal light pollution, reduce glare and maintain the quality of the county's natural character. Simply, all lighting must be dark sky compliant. "Street" lights are not planned for this development
4. **Wildland Urban Interface Fire Protection Plan:** The Wildland Urban Interface Fire Protection Plan prepared by expert John Lillehaug is attached hereto as **Exhibit E**. Pursuant to the River Fork Ranch CC&Rs and Wildfire Risk Mitigation plan, all vegetation treatments must be completed or financially guarantee prior to recordation of the final plat, an evacuation plan must be developed, and defensible space guidelines followed. Additionally, River Fork Ranch POA shall adopt tree health and fire mitigation rules and regulations.
5. **Landscape Plan:** Individual lots will be landscaped by the Owners of the lots. Landscaping is subject to the provisions of what

J. **Legal Description of Property/and General Description of Area:** See **Exhibit F**, legal description, arial map, and record of survey.

K. **Owners of Property located within 300 feet of Subdivision:** See **Exhibit G**.

1. **Neighborhood Meeting:** A neighborhood meeting was scheduled and duly noticed to neighbors within 300 feet by letter mailed November 22, 2023. The meeting occurred on December 8, 2023 at noon at the project site, and 11 people attended. Dave Callister, owner of the property, hosted the neighborhood meeting and described the proposed project, answered questions, addressed neighbor's concerns, and facilitated and detailed conversation. Attached as **Exhibit H** is a summary of the meeting notes, the letter mailed to neighbors, and sign-in sheet from the neighborhood meeting. Concerns from neighbors included: septic systems and potential for contamination, drilling new wells and the impact on existing neighbor's wells, construct vehicle dust on Spink Lane, concerns about growth, concerns about the developer not following the Valley County application process, and building specifications on the site, all which are discussed further in the summary of the meeting notes.

II. Conditional Use Standard

A subdivision of single-family residence including duplexes is a conditional use allowed under Valley County Code. The comprehensive plan states goals of protecting the rural atmosphere of the valleys and increasing the value of privately owned land which are goals that are consistent with this subdivision. Conditional uses standards and procedures permit conditional uses to achieve these comprehensive plan goals.

Standards 9-5-3

- a) **Lot Areas, size, and configuration:** Minimum lot size for parcels with septic is 1 acre. Here, lots range from 1 acre to 1.5 acres. All lots have frontage along public or private road. Individual lot access will not be by way of Spink.
- b) **Setbacks:** 30 foot front, 15 foot side, 30 foot rear setbacks will be followed wording is weird
- c) **Buildings:** Valley County Building requirements must be followed during development.

III. DEVELOPMENT AGREEMENT

A development agreement may be necessary to memorialize and bind the property with the Owner's commitments regarding certain amenities and improvements, and proposed platting schedule. A preliminary draft development agreement is proposed and attached hereto as **Exhibit I**.

IV. CONCLUSION

River Fork Ranch Subdivision is seeking preliminary plat and CUP approval to plat this 30 lot subdivision. The site is suitable for the proposed development and is consistent with Valley County comprehensive goals and complies with Valley County ordinances and plans.

EXHIBIT B

(Title Commitment)

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

NOTICE

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

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

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

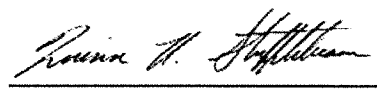
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, 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.


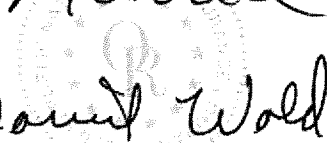

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Flying S Title and Escrow of Idaho, Inc.
616 North 3rd Street Suite 101
McCall, ID 83638
[REDACTED]

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: [REDACTED]
Issuing Office's ALTA ® Registry ID: 0046117
Loan ID No.:
Issuing Office Commitment/File No.: 1125509-MC
Property Address: 44 Spink Lane, McCall, ID 83638

Revision No.:

SCHEDULE A

1. Commitment Date: **January 17, 2024 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - a. 2021 ALTA ® Standard Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.**
Proposed Amount of Insurance: **\$TBD** Premium Amount \$ **200.00**
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$
 - b. 2021 ALTA ® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **\$0.00** Premium Amount \$
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$
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:
Lake Fork Ranch, LLC, an Idaho Limited Liability Company
5. The Land is described as follows:

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TRACT A:

NE¹/₄ NW¹/₄; SW¹/₄ NW¹/₄; SE¹/₄ NW¹/₄; NE¹/₄ SW¹/₄; of Section 23, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho

TRACT B:

A parcel of land located in the E1/2 of the SE1/4 of Section 22, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of Section 22, thence, along the south boundary of said E1/2 of the SE1/4,

1. N.89°22'37"W., 1321.92 feet to the East 1/16 corner; thence, along the West boundary of said E1/2 of the SE1/4,

2. N.00°13'58"E., 1322.10 feet to the Southeast 1/16 corner of said Section 22; thence, continuing along the west boundary of said E1/2 of the SE 1/4,

3. N.00°13'37"E., 129.22 feet; thence, leaving said west boundary,

4. S.89°46'02"E., 320.33 feet; thence,

5. S.68°11'04"E., 180.94 feet; thence,

6. N.61°57'56"E., 330.33 feet; thence,

7. S.68°11'04"E., 136.06 feet; thence,

8. S.21°48'56"W., 63.86 feet to the beginning of a tangent curve; thence,

9. Southeasterly along said curve to the left having a radius of 20.00 feet, an arc length of 31.53 feet, through a central angle of 90°19'24", of which the long chord bears

S.23°20'46"E., 28.36 feet to the beginning of a compound curve; thence,

10. Easterly along said curve to the left having a radius of 465.00 feet, an arc length of 285.14 feet, through a central angle of 35°08'01", of which the long chord bears

S.86°04'29"E., 280.69 feet; thence, tangent from said curve,

11. N.76°21'31"E., 155.22 feet to the east boundary of said E1/2 of the SE1/4; thence, along said boundary,

12. S.00°20'42"W., 112.57 feet to the South 1/16 corner of said Section 22; thence, continuing along the east boundary of said E1/2 of the SE1/4,

13. S.00°20'42"W., 1321.36 feet to the POINT OF BEGINNING.

TRACT C:

A parcel of land located in the N1/2 of the SE1/4 of Section 22 and the NW1/4 of the SW1/4 of Section 23, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

BEGINNING at the West 1/4 corner of Section 23, thence, along the north boundary of said NW1/4 of the SW1/4,

1. S.89°27'29"E., 1326.81 feet to the Center-west 1/16 corner of said Section 23; thence, along the east boundary of said NW1/4 of the SW1/4,

2. S.00°23'03"W., 1320.67 feet to the Southwest 1/16 corner of said Section 23; thence, along the south boundary of said NW1/4 of the SW1/4,

3. N.89°29'15"W., 1325.90 feet to the S 1/16 corner common to Sections 22 and 23; thence, along the west boundary of said NW1/4 of the SW1/4,

4. N.00°20'42"E., 112.57 feet; thence, leaving said west boundary,

5. S.76°21'31"W., 155.22 feet to the beginning of a tangent curve; thence,

6. Westerly along said curve to the right having a radius of 465.00 feet, an arc length of 285.14 feet, through a central angle of 35°08'01", of which the long chord bears

N.86°04'29"W., 280.69 feet to the beginning of a compound curve; thence,

7. Northwesterly along said curve to the right having a radius of 20.00 feet, an arc length of 31.53 feet, through a central angle of 90°19'24", of which the long chord bears

N.23°20'46"W., 28.36 feet; thence, tangent from said curve,

8. N.21°48'56"E., 63.86 feet; thence,

9. N.68°11'04"W., 136.06 feet; thence,

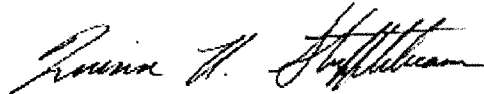
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10. S.61°57'56"W., 330.33 feet; thence,
11. N.68°11'04"W., 180.94 feet; thence,
12. N.89°46'02"W., 320.33 feet to the west boundary of NE1/4 of the SE1/4 of said Section 22; thence, along said boundary
13. S.00°13'37"W., 129.22 feet to the Southeast 1/16 corner of said Section 22; thence, along the south boundary of said NW1/4 of the SE1/4,
14. N.89°21'11"W., 1311.60 feet to the east right-of-way of State Highway 55; thence, along said right-of-way,
15. N.00°21'04"E., 1322.55 feet to the north boundary of the NW1/4 of the SE1/4; thence, leaving said right-of-way, along said north boundary,
16. S.89°19'25"E., 1308.74 feet to the Center East 1/16 corner of said Section 22; thence, along the north boundary of the NE1/4 of the SE1/4,
17. S.89°19'25"E., 1327.24 feet to the POINT OF BEGINNING.



By: _____

Authorized Countersignature

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

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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. With respect to Lake Fork Ranch, LLC an L.L.C. we require:
 - a. A copy of its operating agreement and any amendments,
 - b. A certificate of good standing of recent date issued by the secretary of state of the L.L.C.'s state of domicile,
 - c. That the forthcoming conveyance, encumbrance or other instrument executed by the L.L.C. upon which the Company is asked to rely, be executed in accordance with its operating agreement.
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
7. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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ALTA Commitment for Title Insurance

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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. 2024 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2023 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number	Covers
2023	\$87.20	\$87.20	RP17N03E232405	Tract A
2023	\$1,378.24	\$1,378.24	RP17N03E227205	TrB & Pt Tr C in Sec 22
2023	\$31.12	\$31.12	RP17N03E235405	Pt TrC in Sec 23

Homeowners Exemption is not in effect for 2023.

Property Tax Reduction is not in effect for 2023.

10. Reservations in United States Patent, recorded as Instrument No. 16584. (NENW and SWNW Sec 23)
11. Reservations in United States Patent, recorded as Instrument No. 18093. (SENW, E2SW, SWSW Sec 23)
12. Reservations in United States Patent, recorded as Instrument No. 55629. (E2SE, NWSE Sec 22 and NWSW Sec 23)
13. Right-of-way or easement of Lake Fork Creek.
14. Right-of-way or easement of Mahala Ditch.
15. A right-of-way easement for ingress and egress granted to D. J. Miner and Maxine H. Miner, recorded June 21, 1955 as Instrument No. 48311. (Tract A)
16. Easement for underground power line granted to Idaho Power Company, recorded September 27, 1987, as Instrument No. 157553. (Tracts B and C)
17. Easement for underground granted to Continental Telephone of the West, recorded February 1, 1988, as Instrument No. 159839 and corrected April 28, 1988, as Instrument No. 161049. (Tract C)
18. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded January 8, 2024, as Instrument No. 461084. (Tracts B and C)

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INFORMATIONAL NOTES

1. Title Officer
Crissy Hogg
crissy.hogg@fste.com
(208)634-4705

2. 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 John C. Bequette and Linda Bequette, husband and wife, to Lake Fork Ranch, LLC, an Idaho Limited Liability Company, recorded August 9, 2023, as Instrument No. 458474 (Tract A).

Warranty Deed executed by Lake Fork Ranch, LLC, an Idaho Limited Liability Company, to Lake Fork Ranch, LLC, an Idaho Limited Liability Company, recorded January 12, 2024, as Instrument No. 461175 (Tract B).

Warranty Deed executed by Lake Fork Ranch, LLC, an Idaho Limited Liability Company, to Lake Fork Ranch, LLC, an Idaho Limited Liability Company, recorded January 12, 2024, as Instrument No. 461176 (Tract C).

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EXHIBIT C

(Decl. of Installation of

Utilities)

EXHIBIT _____

DRAFT

DECLARATION OF INSTALLATION OF UTILITIES
FOR RIVER FORK RANCH SUBDIVISION
VALLEY COUNTY, IDAHO

This **DECLARATION** is made Lake Fork Ranch, LLC, which is the owner of certain lands located in Valley County, Idaho, which are platted as the River Fork Ranch Subdivision.

WHEREAS, Lake Fork Ranch, LLC, did, on the _____ day of _____, 20____, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for River Fork Ranch Subdivision (hereinafter "Final Plat").

WHEREAS, Lake Fork Ranch, LLC is the Owner of the real property contained in the said Final Plat.

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed in River Fork Ranch Subdivision, the schedule for completion of such utilities, and the entity with responsibility for construction of such utilities.

NOW, THEREFORE, Lake Fork Ranch, LLC hereby states and declares as follows:

1. **Sewage Disposal:** Sewage disposal shall be by individual private septic systems compliant with subsurface sewage disposal requirements, code, and Central District Health rules.

2. **Potable Water:** Potable Water shall be by individual private wells.

3. **Power:** Electrical power is being supplied to River Fork Ranch Subdivision by the Idaho Power Company, which is responsible for the design and construction of the River Fork Ranch Subdivision power distribution system. *[Construction is completed. **OR** Electrical power will be provided to all lots in River Fork Ranch Subdivision not later than _____.]*

4. **Telephone:** The telecommunications system is being supplied to River Fork Ranch Subdivision by _____, which is responsible for the design and construction of Lake Fork Ranch telecommunications system. *[Construction is completed. **OR** Telephone service will be provided to all lots in Lake Fork Ranch not later than _____.]*

5. **Responsibility for Construction:** Responsibility for the costs of construction of the aforesaid utilities rests with the Lake Fork Ranch, LLC. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

6. **Financial Assurance** *[If utilities are not completed prior to recording of the final plat]:* Completion of the above utilities shall be financially assured by Lake Fork Ranch, LLC by means of an Escrow Account Agreement with Valley County. 110% of the amount specified in the Project Engineer's estimate of the cost to complete the utilities for Lake Fork Ranch has been deposited in the Escrow Account.

IN WITNESS WHEREOF, the undersigned Owner of the said River Fork Ranch Subdivision, has executed this Declaration the day and year first above noted.

Lake Fork Ranch LLC

By: _____
David Callister, Member

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared **DAVID CALLISTER**, Manager of **LAKE FORK RANCH LLC**, an Idaho Limited Liability Company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT D

(Decl. of Private Roads)

EXHIBIT _____

DRAFT

**OWNER'S DECLARATION OF PRIVATE ROADS
FOR RIVER FORK RANCH SUBDIVISION
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **LAKE FORK RANCH, LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the River Fork Ranch Subdivision.

WHEREAS, Lake Fork Ranch, LLC, did, on the _____ day of _____, 20____, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for Jug Mountain Ranch Planned Unit Development, Phase 3B (hereinafter "Final Plat").

WHEREAS, Lake Fork Ranch, LLC is the Owner of the real property contained in the said Final Plat.

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the River Fork Ranch Subdivision Roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, Lake Fork Ranch, LLC hereby states and declares as follows:

1. PRIVATE ROADS: All roads which are depicted on the Final Plat (including, but not limited to, those roads which are labeled as "Lane" or "Ln") are PRIVATE ROADS and shall permanently remain PRIVATE ROADS (hereafter "Private Roads"), for the use and enjoyment of the members of the River Fork Ranch Association Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration for the River Fork Ranch Subdivision.

2. LAKE FORK RANCH, LLC IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION: Lake Fork Ranch, LLC is solely responsible for the costs of the design and construction of the Private Roads, pursuant to and according to the final plans therefore, as submitted to Valley County. *[Construction is completed. OR The Private Roads shown on the Final Plat are not completed. Roads to each platted lot in are completed to a graveled surface. They will be completed to a paved surface on or before _____, in compliance with the road plans as approved by Valley County.]*

3. VALLEY COUNTY IS NOT RESPONSIBLE FOR THE ROADS: Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair or replacement of the Private Roads.

4. RIVER FORK RANCH ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS: The River Fork Ranch Subdivision Association, Inc., a

duly formed Idaho non-profit corporation, whose members shall include the owners of Lots in the River Fork Ranch Subdivision, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

5. FINANCIAL ASSURANCE *[If Private Roads are not completed prior to recording of the final plat]:* The cost of full completion of the Private Roads shown on the Final Plat, including paving, drainage, traffic control devices, and re-vegetation shall be financially assured by Lake Fork Ranch, LLC by means of an Escrow Account Agreement with Valley County. 110% of the amount specified in the Project Engineer's estimate of the cost to complete the approved road plans for River Fork Ranch Subdivision has been deposited in the Escrow Account.

IN WITNESS WHEREOF, the undersigned Owner of the said River Fork Ranch Subdivision, has executed this Declaration the day and year first above noted.

Lake Fork Ranch LLC

By: _____
David Callister, Member

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared **DAVID CALLISTER**, Manager of **LAKE FORK RANCH LLC**, an Idaho Limited Liability Company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT E

(Wildland Urban Interface Fire Protection Plan)

WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

Valley County Idaho

Title 10 Chapter 7

Lake Fork Ranch

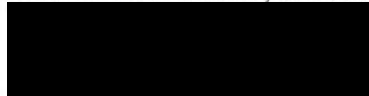
A proposed subdivision located in the parts of SESE & NESE Sec 22, T17N, R3E B.M.



January 24, 2024



John Lillehaug
PO Box 1250 McCall, ID. 83638



Purpose

Valley County's Community Wildfire Protection Plan (CWPP) acknowledges that wildfire hazard areas exist throughout the county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. The existence of said plans will assist Valley County Planning and Zoning Commission and the structural fire districts plus the wildland fire agencies in satisfying the current subdivision regulation, subsection 10-3-2-6D7 of Valley County's Code of Ordinances (Ord. 10-07, 8-26-2010).

The wildland urban interface (hereafter referred to as WUI) consists of that geographical area where structures and other human development meets or intermingles with wildland and vegetative fuels. The character of the WUI ranges from urban areas adjoining wildlands to isolated ranches or cabins. Since 1993, the number of structures in the WUI has doubled and soon will triple. As the number of structures in the WUI continues to increase, concerns over public safety and the protection of improvements increases. The highest human-caused ignition sources in the WUI are miscellaneous and debris burning.

Executive Summary

The **Lake Fork Ranch** proposed subdivision consists of a parcel of land (approximately 44 acres in size) that is planned to be developed into thirty (30) buildable lots that will eventually add more structures to the Valley County WUI. This *Fire Protection Plan* will assist in providing recommendations to minimize the wildfire risk to the property and proposed structures.

The property that is planned for this proposed subdivision is about 85% forested and the remaining acreage is meadow (with a few scattered Lodgepole pine). The overall health of the timber stand is in fair condition from insect and disease problems considering very little management activity has occurred for at least 25-30 years. Treatments to be completed to mitigate the wildfire hazard and provide protection to future homes are outlined in **Section B Wildfire Risk Mitigation** portion of this document and include the following:

1. All vegetation treatments must be completed or financially guaranteed prior to recordation of the final plat.
2. Development of an evacuation plan
3. Defensible space guidelines

The following agencies and entities will be contacted to receive project-specific information and to provide input on the draft *Wildfire Protection Plan* for the **Lake Fork Ranch** proposed subdivision:

- Donnelly Rural Fire Protection District
- Southern Idaho Timber Protective Association
- Wildfire Prevention Associates, LLC

Section A *Wildfire Risk Assessment:*

1. Site Description:

The **Lake Fork Ranch** proposed subdivision is a split of parcel (RP17N03E227205) that is owned by Lake Fork Ranch LLC. The proposed subdivision is approximately 44 acres and located in parts of the SESE and NESE Section 22, T17N, R3E, B.M. Valley County, Idaho.

The property lies about eight (8) miles south of McCall and four (4) miles north of Donnelly, ID. Access will be provided off Highway 55 onto Spink Lane, a county road. It is relatively flat ground, the topographic elevation is about 4900 feet, and average precipitation is around 24 inches. The proposed subdivision consists of thirty (30) buildable lots that average about 1.14 acres. The common area will consist of two common lots and Lot 32c may be used for snow removal equipment for a total area of approximately 3 acres.

2. Existing Vegetative and Fuel Hazard Conditions:

The property is about 85% forested with the primary timber stand consisting of Lodgepole pine (98%) with a few Ponderosa pine, Douglas-fir, Grand Fir, and Subalpine Fir present. There are scattered clones of Aspen throughout the area. The forest floor vegetation consists of snowberry, willows, and grasses while the open meadows are comprised of grasses and sagebrush with a few Lodgepole and Ponderosa pines that have encroached.

The primary timber stand has not been harvested or managed for at least 40 years unless trees were cut for firewood. The overall existing timber stand is an uneven-aged (multi-storied) stand with three basic age groups:

1. **The seedling/sapling age group:** Trees range from one foot to 25 feet tall, have diameters up to six inches D.B.H., and ages from one to 30 years. The number of trees per acre ranges from zero to 500 in the overcrowded clumps. This age group is a small component of the overall timber stand. However, there is a mixture of shade intolerant trees that include Ponderosa and Lodgepole pines plus shade tolerant species that include Douglas-fir, Grand Fir, Spruce, and Subalpine Fir.

2. **The pole size age group:** Trees range in size from six to 8 inches D.B.H. and ages from 30 to 45 years. This age group is a medium component of the overall timber stand often found growing within the same overcrowded clumps or as a suppressed tree growing directly underneath a larger tree. Although Lodgepole pine is the dominant species, the same specie mixture exists as the seedling/sapling age group.
3. **Overstory:** Trees range from 10 to 20 plus inches D.B.H., heights range from 50 to over 80 feet tall, and ages range from 50 to 85 years. This age group is the dominant component (Lodgepole pine represents 98%) and consists of many very poor quality (i.e. crooked, forked tops, or trees with less than one-third their height in live crowns) trees.



Figure 1: Poor quality Lodgepole pine (right side) with multiple forked tops compared to Ponderosa pine (center) with a good crown.

The timber stand is overstocked to maintain good growing conditions and rated a very high hazard risk for wildfire. The average number of trees per acre (approximately 300-800) and spacing between trees (about 5 to 15 feet apart) far exceeds the recommended carrying capacity for good growth rates and wildfire risk. The overcrowded conditions create a very high wildfire risk due to the close spacing with live crowns touching and ladder fuel (limbs from the ground level up) for a fire to creep up the branches and become a destructive crown fire. In addition, there is a fair amount of dead material lying on the ground from past bark beetle activity. Some Lodgepole pine that have encroached into the meadow areas have a “wolfy” appearance (short and wide) with limbs that extend to the ground.

Many of the existing Lodgepole pine (within the **pole size and overstory age groups**) suffer from poor genetics and/or *Western Gall rust*. The poor genetics is evidenced by growing crooked or having forked tops. *Western Gall rust*, a fungus or disease problem, creates a knot like structure either on the branch or trunk of the tree. That portion of the branch or trunk beyond the knot will eventually die or at the very least form a canker which can then be a weak point in the future. These weak trees (i.e., crooked, forked tops, or infected with *Western Gall rust*) also create a major hazard to structures that may be constructed.

4. Fire History

The fire history records from all jurisdictional agencies show a very low occurrence from lightning or human caused ignitions in the past. As more structures are built the probability of human caused ignitions will increase.

Thunderstorms that are common in the summer months could result in rapid changes in fire behavior that could increase the risks to homeowners and firefighters. The Fire Behavior Triangle consists of three factors that combine to determine how a fire burns on a site- they are topography, weather, and fuels. The normal weather pattern and air flow comes from a south/southwest direction with average summer temperatures ranging from about 70 to 85 degrees. Given the right conditions this property is at risk from a wildfire being pushed by a strong wind as it is bordered on two sides by a large unmanaged timber stand plus Highway 55 and Spink Lane which are heavily travelled roads.

5. Existing Roads and bridges

Access off Highway 55 is Spink Lane, a county road. Currently there is a native surface road that is part of the road system that accesses the Lake Fork Ranch property.

6. Location of existing building structures and estimate of property density

The proposed subdivision density at full development is one structure per 1.41 acres. The development is planned for thirty residential lots ranging from 1.0 to 1.4 acres in size. There is one residence located on the main ranch property and several homes or cabins on adjacent private properties.

7. Infrastructure that may affect wildfire risk.

The primary timber stand is a contiguous stand of trees with few breaks in the tree canopy. Trees crowns that are touching and limbs growing from the ground level up which are large factors in creating a crown wildfire. The property is bordered on two sides by a large unmanaged timber stand of poor quality Lodgepole pine. The property is also bordered on the east and south sides by open grass fields that can have a high rate of fire spread, however, these fields are irrigated and grazed.

8. Description of existing features that may assist in wildfire control.

The flat ground should minimize the spread risk of wildfire. Highway 55 and Spink Lane will provide good access for firefighting equipment. Lake Fork Creek can provide adequate dipping sources for aircraft and firefighting equipment. Mahala Ditch flows through the property and could offer the opportunity to draft water.

9. Current structural and wildfire jurisdictional agencies

The structural fire jurisdiction for this development would be Donnelly Rural Fire Protection District (DRFPD). Southern Idaho Timber Protective Association (SITPA) provides wildfire protection for all timber lands in the area.

Wildfire Risk Assessment Summary:

The property lies within Valley County's Geographic Hazard Assessment Wildland Urban Interface **moderate** level condition for overall wildfire risk due to the following reasons:

- The poor quality Lodgepole pine presents a high wildfire risk. The tree overcrowding (lack of spacing and crowns touching each other), plus the ladder fuel (branches low to the ground level) create factors to make it extremely difficult to suppress a growing wildfire.
- The amount of dead material lying on the ground adds to the fuel load.
- The human caused fire risk factor is high due to the single-family cabins within the surrounding timber stands along with high volume of traffic on Highway 55 and Spink Lane.



Figure 2: Overcrowded condition- trees spaced less than 5 feet apart, crown touching, and limbs at ground level.



Figure 3: Dead material lying on ground from past bark beetle attacks.

Section B *Wildfire Risk Mitigation:*

The Fire Behavior Triangle consists of three factors that combine to determine how a fire burns- they are topography, weather, and fuels. *Topography* is fixed as it changes very slowly over time. Topography is an important factor with this property as the terrain is steep and upslope. *Weather* is highly variable and the ability to predict is somewhat limited. Temperature and wind speed can be two important factors in determining the rate of spread from a wildfire. *Fuels* is anything that burns and changes from season-to-season or time of day. This factor is the only one that can be manipulated to minimize wildfire risk.

1. Access-Planned ingress and egress routes

Spink Lane onto Highway 55 will be the primary access road which is suitable for emergency vehicles and an adequate evacuation route. Two new private roads will be constructed within the proposed subdivision and built to a 28-foot gravel base running surface standard. These two private roads will be connected to provide a looped road for emergency services. A gate will be installed where the two roads connect at the north end of the subdivision. Both roads will provide good firebreaks within the subdivision due to their width and planned location. Driveways to individual lots would be the responsibility of the Lot owner to construct and maintain.

2. Water supply for structural and wildland fire responses

The current wildland fire protection water supply needs for this proposed subdivision are available by drafting or dipping from Lake Fork Creek and Cascade Lake if needed.

In accordance with **Section 507.1 IFC 2018** an approved water system capable of supplying the required fire flow for fire protection shall be provided to the premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Since there will be no common water supply system, only individual wells, the approved fire protection water supply system will be determined by the Donnelly Rural Fire Protection District.

3. Estimated response time and distance for jurisdictional fire agencies

Estimated response time for Donnelly Rural Fire Protection District is approximately 5-15 minutes while SITPA is at least 20-25 minutes. Additional wildfire resources from federal agencies are available on request. The fast response time of firefighting equipment (including aerial resources) and road access should keep a wildfire from escaping initial attack and gaining large acreage or losing structures.

4. Proposed internal fire protection systems.

No internal sprinkler systems within the individual residences are planned currently.

5. Proposed infrastructure (including driveways, signage, and power connections).

Driveways to individual lots would be the responsibility of the Lot owner to construct (to meet the respective County standards) and maintain. Recommend that driveways must be at least 12 feet wide excluding shoulders, have an unobstructed vertical clearance of 13.5 feet, and shall be maintained to support fire apparatus up to 70,000 pounds.

New structures are strongly urged to utilize building materials meeting a standard of fire resistance advocated by the International Wildland-Urban Interface Code (**IFC**) and the current Valley County building codes.

All new residences will have the address number posted as per the respective County standards (i.e., numbers posted at the entrance to the driveway and the numbers recommended to be at least 3 and 1/2 inches tall with a reflective coloring).

Electrical power will be provided to the individual residences via an underground infrastructure.

6. Evacuation and Pre-incident planning.

A pre-incident action plan is recommended to be developed and instituted in the community covenants. This action plan should address the escape route and evacuation plan to encourage pre-planning by residents for preparation in the event of an incident (see Appendix A for the **Wildfire Evacuation Checklist**). Every five years DRFPD and the future residents should formulate an assessment of the existing structures and vegetation that will aid in addressing whether the current action plan needs to be updated.

7. Planned vegetation treatments to reduce fuel loads.

- A. *At least 70 to 80% of the overall timber stand (all age groups) needs to be removed to reduce the wildfire risk and protect the future building structures.* The existing stand is primarily Lodgepole pine that are poor quality (i.e., crooked, forked tops, or trees with less than one-third their height in live crown) trees, overcrowded (crowns that are touching each other), or susceptible to insect and disease problems. The small lot size will require removal of most trees to accommodate the building of structures which will also greatly reduce the wildfire risk. If a buffer of trees is left for screening between Lots, it is recommended to select the best form trees (straight boles and full crowns) and space the trees so that their crowns are not touching. Also, pruning the lower branches (i.e., ladder fuel) up 6 to 10 feet not to exceed one-third the tree height will help keep a fire on the ground where it is easier to suppress.

The removal of this woody material could take place in the form of firewood as few trees could be manufactured as merchantable sawlogs. The slash (i.e., limbs and tops) could either be piled and burned or masticated on site. The dead material on the ground that is not solid enough to use as firewood should also be either piled and burned or masticated.

Recommend that the trees selected to remain should be identified (i.e., marked) and approved before the mitigation work begins. This will ensure good quality (i.e., straight boles, full pointed top crowns, free of insect and disease problems) trees are selected, well-spaced, and fire resilient. Leave Ponderosa pine and Douglas-fir as they are typically more fire resilient than the other tree species.

- B. At a minimum, apply **Firewise** Defensible Space guidelines to each proposed single-family residence before construction. (See Appendix A for information pamphlets).

The Defensible Space zone recommended treatments are as follows:

1. **Immediate Zone**- 0 to 5 feet around the building structures.
 - a. Recommend using rock or gravel instead of flammable vegetation or mulches next to the house.
 - b. Trim branches from large trees or shrubs that overhang the home, porch, or deck.
 - c. Do not stack firewood on or under decks.

2. **Intermediate Zone**- the next 5 to 30 feet from the building structures.
 - a. 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.
 - b. Shrubs can be limited to small clusters or groups of a few each to break up the continuity of vegetation across the landscape.
 - c. 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.
 - a. Space trees to have a minimum 15-20 feet between the crowns.
 - b. 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.
 - c. Remove dead trees and shrubs. Also remove large accumulations of ground litter/debris.

8. Long-term maintenance schedule to sustain fuel treat effectiveness.

- Promote the opportunity to maintain or return to native plant species and trees resistant to fire (such as Ponderosa pine).
- Periodically (1-5 years) the current Lot owners or HOA representatives meet with the respective structural and/or wildland fire organizations meet to review trends and projections of future fire risk and fire risk reduction capabilities to ensure that mitigation measures are adequate.
- Vegetation encroachment within the 100' zone of each structure will be reduced annually. The woody debris will be collected each spring and removed to an approved facility such as the Valley County transfer site.
- No open fires will be allowed during the closed burn season (May 10- October 20). Fire pits, if installed, should be maintained to prevent a fire from escaping the structure. Recommend using metal containers for the fire pit.
- Keep the shrubs and tree branches cut back along the main access roads to maintain the 28-foot running surface and individual driveways to provide good access for firefighting equipment.

EXHIBIT F

**(Legal Description,
Aerial Map, ROS)**

Project No: 230441
Date: December 20, 2023
Page 1 of 1

**PARCEL A
DESCRIPTION**

A parcel of land located in the E1/2 of the SE1/4 of Section 22, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

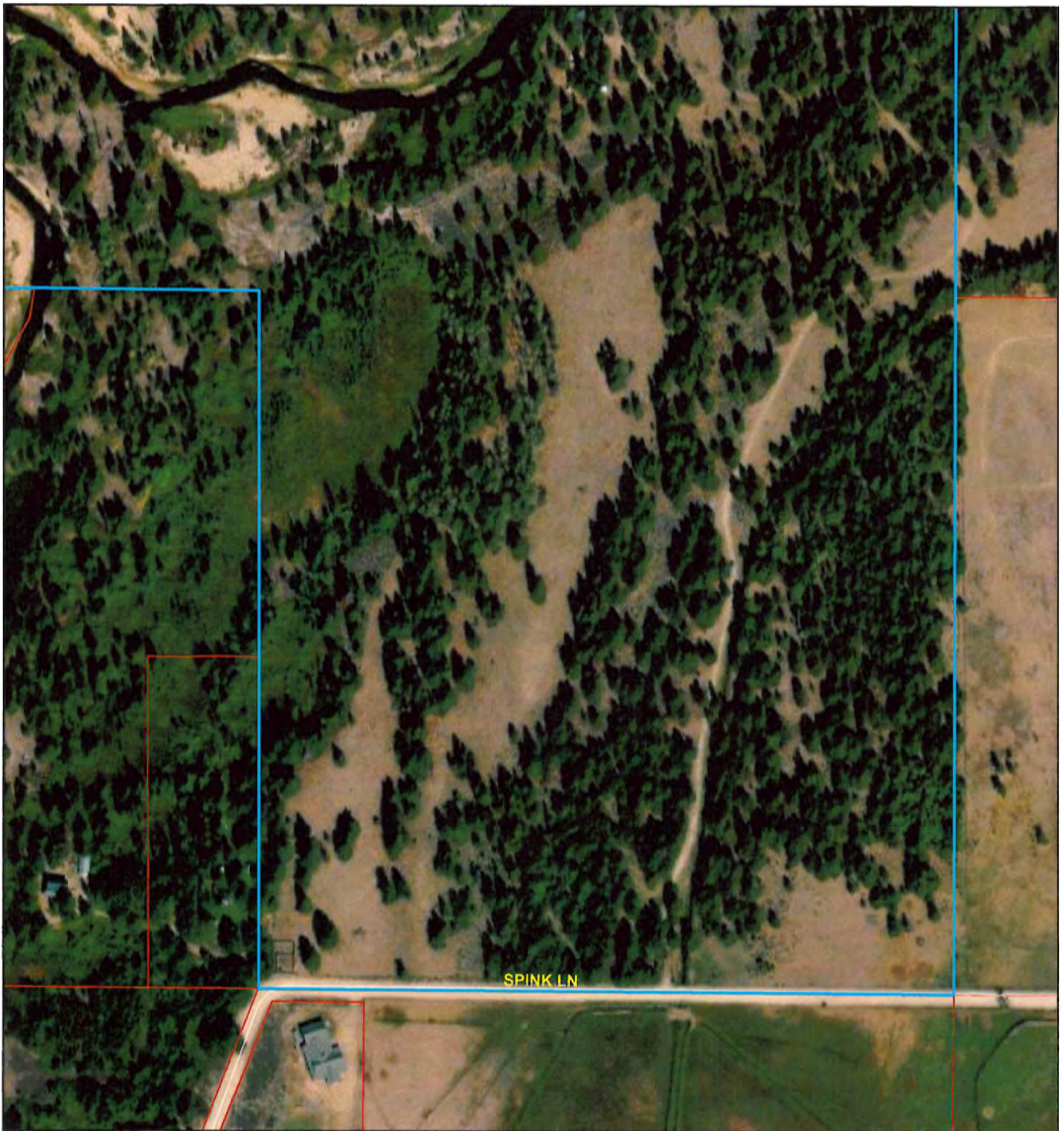
BEGINNING at the Southeast corner of Section 22, thence, along the south boundary of said E1/2 of the SE1/4,

1. N.89°22'37"W., 1321.92 feet to the East 1/16 corner; thence, along the west boundary of said E1/2 of the SE1/4,
2. N.00°13'58"E., 1322.10 feet to the Southeast 1/16 corner of said Section 22; thence, continuing along the west boundary of said E1/2 of the SE1/4,
3. N.00°13'37"E., 129.22 feet; thence, leaving said west boundary,
4. S.89°46'02"E., 320.33 feet; thence,
5. S.68°11'04"E., 180.94 feet; thence,
6. N.61°57'56"E., 330.33 feet; thence,
7. S.68°11'04"E., 136.06 feet; thence,
8. S.21°48'56"W., 63.86 feet to the beginning of a tangent curve; thence,
9. Southeasterly along said curve to the left having a radius of 20.00 feet, an arc length of 31.53 feet, through a central angle of 90°19'24", of which the long chord bears S.23°20'46"E., 28.36 feet to the beginning of a compound curve; thence,
10. Easterly along said curve to the left having a radius of 465.00 feet, an arc length of 285.14 feet, through a central angle of 35°08'01", of which the long chord bears S.86°04'29"E., 280.69 feet; thence, tangent from said curve,
11. N.76°21'31"E., 155.22 feet to the east boundary of said E1/2 of the SE1/4; thence, along said boundary,
12. S.00°20'42"W., 112.57 feet to the South 1/16 corner of said Section 22; thence, continuing along the east boundary of said E1/2 of the SE1/4,
13. S.00°20'42"W., 1321.36 feet to the **POINT OF BEGINNING**.


CONTAINING: 43.75 Ac.



Lake Fork Ranch sub



12/5/2023, 3:29:00 PM

 Parcel Summary & Improvement Report

1:4,514
0 0.03 0.06 0.11 mi
0 0.04 0.09 0.17 km

Maxar

FOR DAVE CALLISTER

15 CP&F INST.
22 NO. 445425

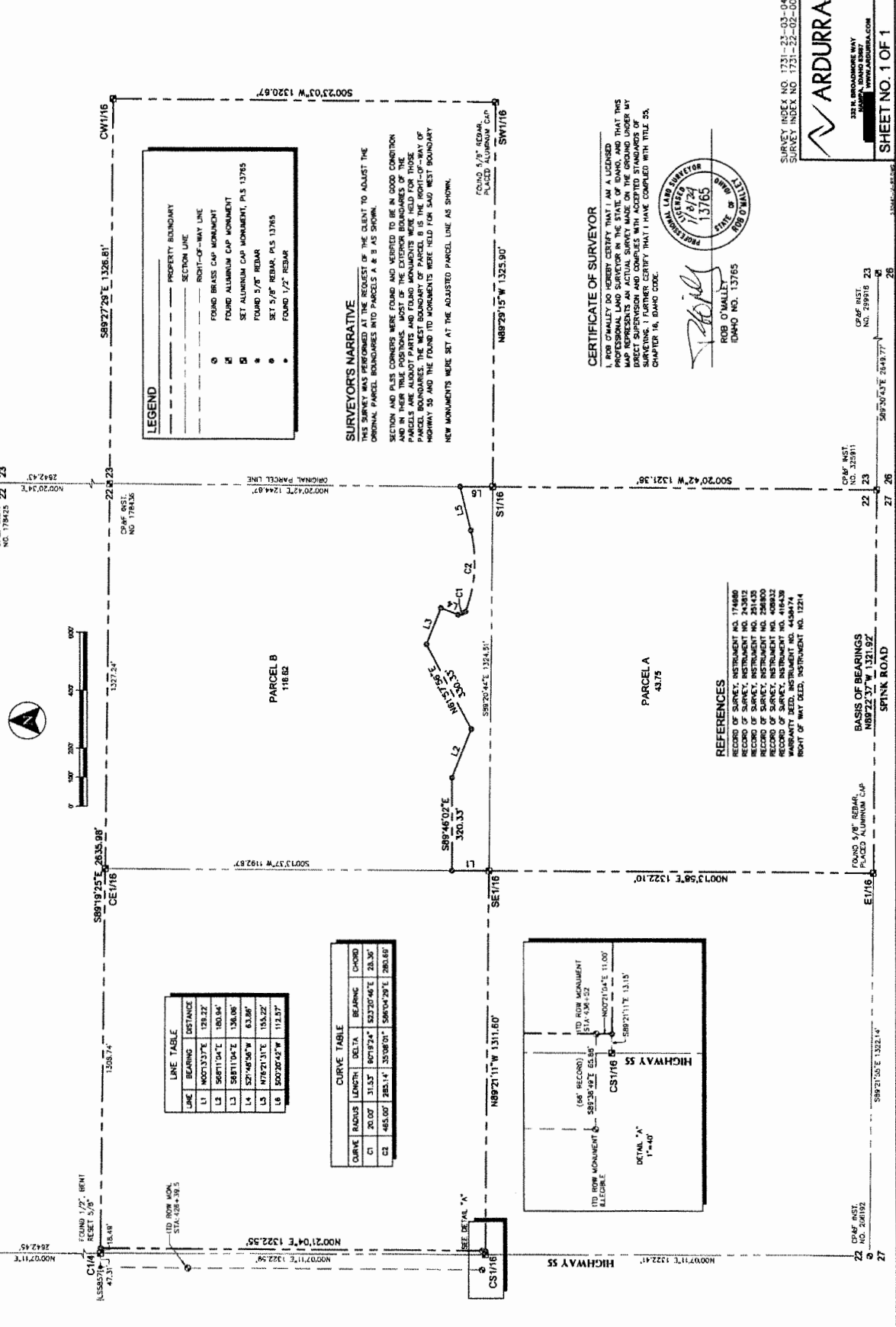


EXHIBIT G

(Title Search

Owners within 300')

300' Radius Search from 44 Spink Lane, McCall, ID 83638

- Cindy L Squires, 8615 White Horse Lane, Nampa, ID 83686
- Thomas Peppersack & Kathleen Trever, 332 S Thoreau Way, Boise, ID 83709
- Big Cabin Properties, LLC, PO Box 1029, Coeur D Alene, ID 83816
- Jeffrey L & Janelle S Miller, PO Box 1317, McCall ID 83638
- Harry L Bettis, PO Box 7, Emmett, ID 83617

EXHIBIT H

**(Neighborhood Meeting
notes, Letter, and
Sign-in sheet)**

Discussion from the December 8, 2023, Neighborhood Meeting for the Preliminary Plat Application from Lake Fork Ranch LLC.

Attendees expressed concerns that the projects septic systems might be constructed in a way to spread contamination to adjoining wells.

- I explained that the Central District Health Department has vast experience in septic design and standards and that all septic's are constructed under their permitting procedures that prevent well contamination.

Attendees expressed concerns that future wells could affect the viability of current wells.

- I explained that all wells will be drilled under the permit authority of the Department of Water Resources and that this project was ideally situated in a water rich basin along a the Lake Fork Creek which is a year around aquafer contributor and that single family homes typically are not excessive water users

Attendees expressed concern that construction vehicles would contribute to dust generated along Spink Ln.

- I agree that gravel roads throughout the county do in fact generate dust, especially if they are not properly maintained by the County.

Attendees expressed concern about overall growth in the Valley and lamented that a growing population brings urban issues to previously rural areas.

- We all agreed on this.

Attendees expressed concern that the developer might not properly fill out the County's application process or might attempt to deceive the county leaving neighbors with a substandard development project.

- I explained that I have developed over 25 properties and have never used lies or misleading material to deceive permitting authorities. I further explained the process that was being used including a reputable engineering firm leading the application process supported by a legal firm hired to review the application. That the application included review and approval through numerous entities including Central District Health, Department of Water Resources, State Department of Highways, Fire District and that the process was vetted by Valley County Planning staff and was further reviewed in one or more public hearings.

Discussions ensued concerning HOA provisions, building standards, lot sizes, agricultural uses of land, preservation of irrigation ditch, property rights, development name, trespassing, builders and wildlife. Much of the discussion was productive without significant consensus or objections.



November 22, 2023

Re: Notice of Neighborhood Meeting | Lake Fork Ranch No. 1 | December 8th, 2023, at 12:00 PM

Dear Neighbor:

You are invited to attend an informational neighborhood meeting regarding the property highlighted in red below. We intend to submit an application to Valley County Development Services for a Conditional Use Permit – Preliminary Plat to accommodate 35 residential lots, with an average residential lot size of 1.1AC and a proposed gross density of 0.80 Units/AC.



This neighborhood meeting will be held on **December 8th, 2023, starting at 12:00 PM, located on the project site. (44 Spink Ln. McCall, ID. 83638)** Please see the attached the map for the exact meeting location.

I look forward to your participation and support. If you have any questions, feel free to contact either John or Samantha.

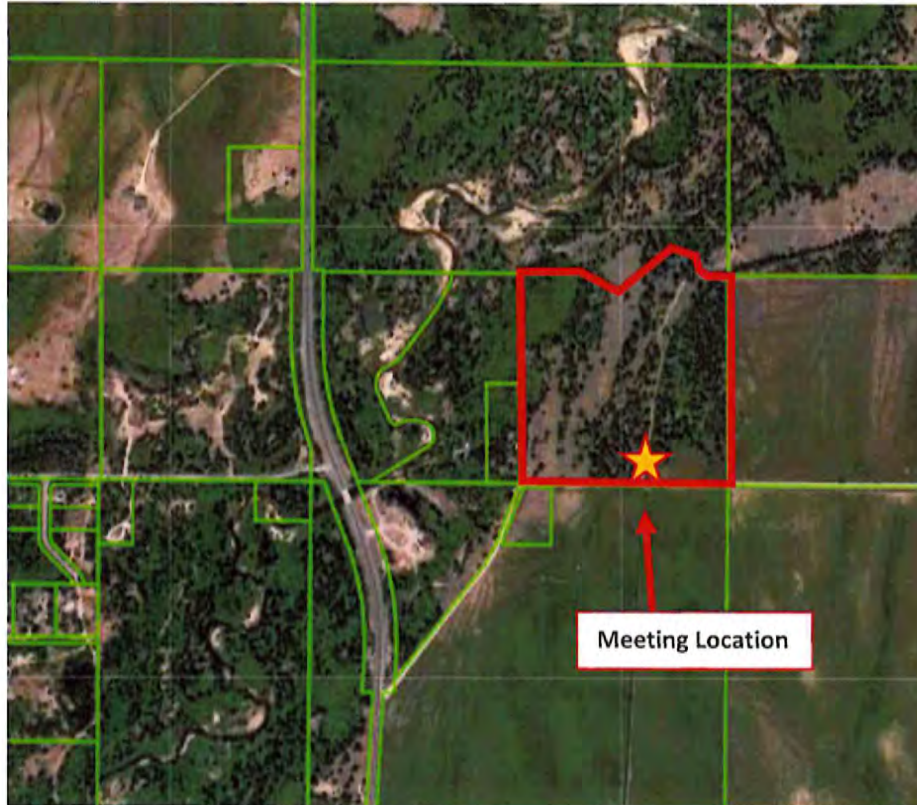
Sincerely,

John Carpenter
Land Development Service Manager
[Redacted Signature]

Samantha Hammond
Land Use Planner
[Redacted Signature]



Location of Neighborhood Meeting:



Neighborhood Meeting Sign-In

Date: December 08, 2023

Start Time of Meeting: 12:00 pm

End Time of Meeting: _____

Those in attendance please print your name, address, phone number, and email.

Printed Name	Address	Phone Number	Email
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1. DAVID CAULISTER	3500 E. Quail Creek Ln	[REDACTED]	[REDACTED]
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2. Jeff & Jonelle Miller	BSPINE LN	[REDACTED]	[REDACTED]
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3. David & Amy Madsen	351 Kemble Ln	[REDACTED]	[REDACTED]
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4. David & Cindy Squire	3057 Pink Ln	[REDACTED]	[REDACTED]
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5. Kathleen Trivette	28 Spink Lane	[REDACTED]	[REDACTED]
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6. Marshall Haynes	Parr to North St	[REDACTED]	[REDACTED]
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7. Diana & Barry Bryant		[REDACTED]	[REDACTED]
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13.			
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EXHIBIT I

(Development Agreement)

**DEVELOPMENT AGREEMENT
RIVER FORK RANCH SUBDIVISION – VALLEY COUNTY**

This Development Agreement, hereinafter referred to as “Development Agreement”, is entered into by and between **Valley County, Idaho**, hereinafter referred to as the “**County**”, and **Lake Fork Ranch LLC**.

WHEREAS, approval of the Preliminary Plat River Fork Ranch Subdivision – Valley County, has been granted by the Valley County Board of County Commissioners.

WHEREAS, Lake Fork Ranch LLC is the owner of the entirety of the real property which is the subject of the Plat for River Fork Ranch Subdivision.

WHEREAS, the said approval contained conditions related to road improvements upon which the County and Lake Fork Ranch LLC have reached agreement and which agreement the Parties desire to memorialize.

WHEREFORE, the County and Lake Fork Ranch LLC do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

- 1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Valley County Code.

**ARTICLE II
ROADWAY AND ACCESS**

- 2.1 Vehicular access points into River Fork Ranch Subdivision are reached from Highway 55, and then to Spink Lane, in Valley County Idaho. Lake Fork Ranch LLC has agreed to improve the surface Spink Lane as follows: _____ and Valley County has agreed to contribute to such improvements as follows: _____.
- 2.2 The Parties shall complete the improvement not later than _____ the issuance of the 20th building permit for the project _____, pursuant to the specifications of Valley County. The Costs of such paving shall be as follows: _____.

**ARTICLE III
MISCELLANEOUS**

- 3.1 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement.
- 3.2 In the event Lake Fork Ranch LLC fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the County, in addition to any other remedies which the County may have available to it, the County shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this development agreement, and to collect the direct costs associated with such action from Lake Fork Ranch LLC. Notwithstanding the foregoing, the County shall have the right, but not the obligation, to cure such default.
- 3.3 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 3.4 After its execution, this development agreement shall be recorded in the office of the Valley County Recorder, at the expense of Lake Fork Ranch LLC. This development agreement shall be binding on the County and Lake Fork Ranch LLC and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Lake Fork Ranch LLC shall not be relieved of its responsibilities and duties under this Agreement absent an agreement with the County which designates a successor to Lake Fork Ranch LLC, who accepts such responsibilities and duties as are then remaining.
- 3.5 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

County: County Clerk
 Valley County
 219 N. Main Street
 PO Box 1350
 Cascade, Idaho 83611

Lake Fork Ranch LLC:

Lake Fork Ranch LLC
Dave Callister, Member
3500 E Quail Creek Ln.
Boise, Idaho 83714

With copy to:
Amy Holm
Millemann Pemberton & Holm LLP
PO Box 1066
McCall, ID 83638

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective as of the day and year of the last signature hereto.

Lake Fork Ranch LLC

By: _____ Dated: _____
David Callister, Member

Valley County

By: _____

ATTEST:

By: _____
_____, County Clerk

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared **DAVID CALLISTER**, Manager of **LAKE FORK RANCH LLC**, an Idaho Limited Liability Company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____ and _____, known or identified to me to be the _____ and the County Clerk of the **Valley County, ID**, respectively, the entity that executed the instrument or the person that executed the instrument on of behalf of said entity, and the person who attested the _____’s signature to the instrument, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT A

Description of the Work & Estimated Cost to Complete

EXHIBIT J

(Irrigation Plan)

Irrigation Plan

(Idaho Code 31-3805)

This land: ☐ Has water rights available to it
☒ Is dry and has no water rights available to it.

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

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

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

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

2. What is the name of the irrigation district/company and drainage entities servicing the property?

Irrigation: Mahala Ditch District

Drainage: Owner

3. How many acres is the property being subdivided? 43.75 AC

4. What percentage of this property has water? 0%

5. How many inches of water are available to the property? _____

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

7. How is the land to be irrigated after it is subdivided? ☐ surface ☐ sprinkler ☐ irrigation well
N/A ☐ above ground pipe ☐ underground pipe

8. Describe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.

N/A

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

10. How do you plan to retain storm and excess water on each lot? _____
Swales will be used for the internal roadways and each individual lot will be the responsibility of the home owner.
11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)
Irrigation water rights not available. Storm drainage design to meet State of Idaho Best Management Practices.

Irrigation Plan Map Requirements

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

- ☒ All canals, ditches, and laterals with their respective names.
- N/A ☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
- ☒ Pipe location and sizes, if any
- N/A ☐ Rise locations and types, if any.
- ☒ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- ☒ Slope of the property in various locations.
- ☒ Direction of water flow (use short arrows on your map to indicate water flow direction →).
- ☒ Direction of wastewater flow (use long arrows on your map to indicate wastewater direction →).
- ☒ Location of drainage ponds or swales, if any where wastewater will be retained on property
- ☐ Other information: Please see sheet P1.0 and P3.0 for irrigation detail.

Also, provide the following documentation:

- ☒ Legal description of the property.
- ☒ Proof of ownership.
- ☐ A written response from the irrigation entity and/or proof of agency notification.
met on site with neighboring property owners which utilize this water source. reached out to irrigation district with no response.
- N/A ☐ Copy of any water users' association agreement which shows water schedules and maintenance responsibilities.
- ☐ Copy of all new easements ready for recording (irrigation supply and drainage).
- N/A ☐ If you are in a city area of impact, please include a copy of the approvals by the city planning and zoning commission and city council of your irrigation plan.

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

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

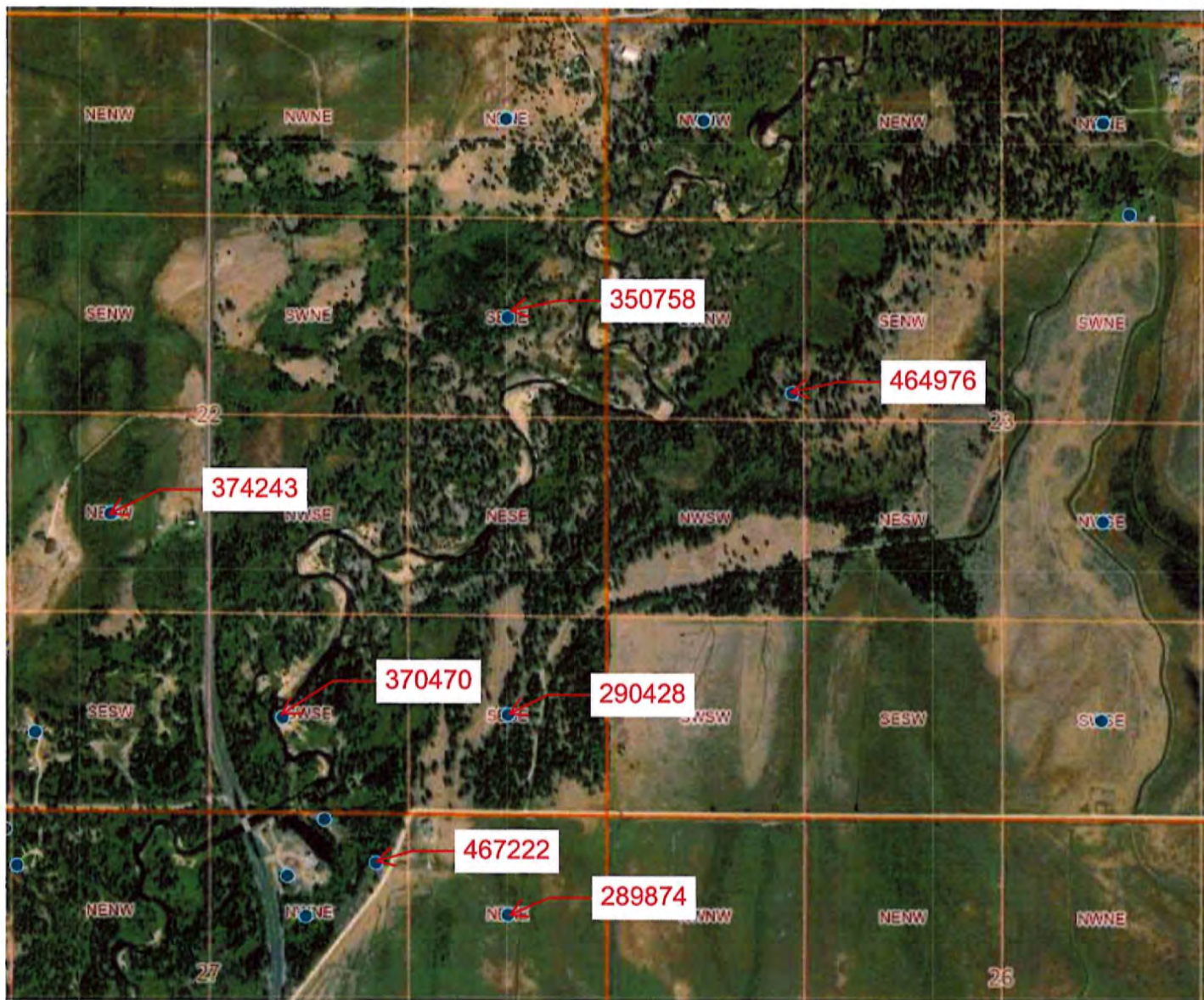
I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be **bonded** and/or **installed** prior to the recording of the plat or building permit.

Signed: _____
Applicant

Date: 1/25/22

EXHIBIT K

(Well Logs)



IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. WELL TAG NO. D 0090361

Drilling Permit No. 902862
Water right or injection well # _____

2. OWNER:

Name Brian Schaffer
Address 458 Smitty Ave
City McCall State ID Zip 83638

3. WELL LOCATION:

Twp. 17 North ☒ or South ☐ Rge. 03 East ☒ or West ☐
Sec. 27 1/4 NW 1/4 NE 1/4Gov't Lot _____ County Valley
Lat. 44 ° 47.290 (Deg. and Decimal minutes)
Long. 116 ° 04.433 (Deg. and Decimal minutes)
Address of Well Site Off Hwy 33 1/4 Mile on Spink Ln.
City McCall

(Give at least name of road + distance to road or landmark)

Lot. _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK:

☒ New well ☐ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
3/4 Bentonite	0	38	1150 lbs	Hand Pour

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Linear	Threaded	Welded
6	+2	90	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	20	80	Sch 40	PVC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 90ft

9. PERFORATIONS/SCREENS:

Perforations ☒ Y ☐ N Method Casing PerforatorManufactured screen ☒ Y ☐ N Type PVCMethod of installation Sand-Pack

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
80	90	.20	10 ft	4	PVC	Sch 40

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method
6x8 Silica Sand	85	90	250 lbs	Hand Pour

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 32 Static water level (ft) 32Water temp. (°F) 55 Bottom hole temp. (°F) _____Describe access port Well Cap

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
58	35 Gpm	1 Hr

Test method:

Pump	Bailer	Air	Flowing artesian
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	1	Topsoil		X
10	1	30	Sandy Brown Clay		X
10	30	33	Coarse Brown Sand	X	
10	33	38	Brown Clay		X
6	38	60	Brown Clay		X
6	60	63	Coarse Brown Sand	X	
6	63	75	Brown Clay		X
6	75	90	Coarse Brown Sand	X	

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JAN 05 2022

WATER RESOURCES
WESTERN REGIONCompleted Depth (Measurable): 90 ftDate Started: 11/4/2021Date Completed: 11/5/2021

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Waterpro Well Drilling Co. No. 626
*Principal Driller [Signature] Date 11-18-2021
*Driller [Signature] Date 11-8-2021
*Operator II _____ Date _____
Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

1. WELL TAG NO. D 0090008

Drilling Permit No. 900523

Water right or injection well #

2. OWNER:

Name Monte Post

Address 6000 Little Freezeout Rd.

City Caldwell State ID Zip 83607

3. WELL LOCATION:

Twp. 17 North ☒ or South ☐ Rge. 3 East ☒ or West ☐

Sec. 23 1/4 SW 1/4 NW 1/4

Gov't Lot County Valley

Lat. 44 47.806 (Deg. and Decimal minutes)

Long. 116 03.789 (Deg. and Decimal minutes)

Address of Well Site 3055 W Mountain Road

City McCall

(Give at least name of road - distance to road or landmark)

Lot. Blk. Sub. Name

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ Other

5. TYPE OF WORK:

☒ New well ☐ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method/procedure
3/4 Bentonite	0	38	850 lbs	Hand Pour

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Linear	Threaded	Welded
6	+2	120	.250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	20	100	Sch 40	PVC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 120 ft

9. PERFORATIONS/SCREENS:

Perforations ☒ Y ☐ N Method Cutting DiskManufactured screen ☒ Y ☐ N Type PVC

Method of installation Set-in Sand Pack

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
100	120	6 1/8	20 ft	6	Steel	.250
100	120	.20	20 ft	4	PVC	Sch 40

Length of Headpipe Length of Tailpipe

Packer ☐ Y ☒ N Type

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method
Silica Sand	119	120	250 lbs	Hand Pour

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG)

Describe control device

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 50 ft Static water level (ft) 50 ft

Water temp. (°F) 50 Bottom hole temp. (°F)

Describe access port Well Cap

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
70 ft	30 Gpm	1 Hr

Test method:

Pump	Bailer	Air	Flowing artesian
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water quality test or comments:

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	1	Top Soil		X
10	1	21	Packed Sand		X
10	21	23	Brown Clay		X
10	23	26	Packed Sand		X
10	26	38	Blue Clay		X
6	38	50	Blue Clay		X
6	50	71	Medium Sand	X	
6	71	73	Blue Clay		X
6	73	75	Medium Sand	X	
6	75	96	Blue Clay		X
6	96	101	Medium Sand	X	
6	101	115	Gravel	X	
6	115	120	Fine Sand	X	

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AUG 04 2021

WATER RESOURCES
WESTERN REGION

Completed Depth (Measurable): 120 ft

Date Started: 6-23-2020

Date Completed: 6-25-2020

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Waterpro Well Drilling

Co. No. 626

*Principal Driller

Date 7-19-2021

*Driller

Date

*Operator II

Date

Operator I

Date

* Signature of Principal Driller and rig operator are required.

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT 054110

Office Use Only			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
_____ 1/4	_____ 1/4	_____ 1/4	
Lat: _____		Long: _____	
<input checked="" type="checkbox"/> Air		<input type="checkbox"/> Flowing Artesian	

1. WELL TAG NO. D 000 9721
DRILLING PERMIT NO. 65-99-W-0126-000
Other IDWR No. _____

2. OWNER:
Name Bill Menear
Address 35324 Ave 13 1/2
City Madera State CA Zip 93638

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N		Twp. <u>17</u> North <input checked="" type="checkbox"/> or South <input type="checkbox"/>	
E		Rge. <u>3</u> East <input checked="" type="checkbox"/> or West <input type="checkbox"/>	
S		Sec. <u>27</u> 1/4 <u>NE</u> 1/4 <u>NE</u> 1/4	
W		Gov't Lot _____ County <u>Valley</u>	
		Lat: <u>44</u> : <u>47</u> : <u>324</u> Long: <u>116</u> : <u>04</u> : <u>366</u>	
		Address of Well Site <u>13 Spink Lane</u>	
		City <u>Dannelly</u>	

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT		METHOD
Material	From	To	Sacks	Pounds	
Chip Bentonite	0	19	4 sacks		Over bore to Seal Depth, filled from top, down

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+2	68	.239	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations Method trench
Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
62	67	1/8" x 1/4"	40	6"	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

35 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices: Sanitary Well Seal

11. WELL TESTS:

☐ Pump ☐ Bailor

Yield gal./min.	Drawdown	Pumping Level	Time
25		65	1 Hr.

Water Temp. 50' Bottom hole temp. 50'

Water Quality test or comments: Good

Depth first Water Encounter 19

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
9	0	2	Top Soil		X
9	2	4	Brown Sandy Clay		X
9	4	10	Brown Cemented Sand		X
9	10	12	Brown Clay		X
9	12	18	Brown Sand and Gravel		X
6	18	19	Brown Clay		X
6	19	28	Brown Fine Sand	X	
6	28	35	Blue Clay		X
6	35	41	Cemented Lt Blue Sand & Gravel		X
6	41	42	Lt Blue Clay		X
6	42	48	Fine Lt Blue Sand		X
6	48	52	Lt Blue/Gray Clay		X
6	52	54	Coarse Gray Sand	X	
6	54	57	Lt Blue/Gray Clay		X
6	57	60	Brown Clay		X
6	60	68'6"	Brown Gravel and Coarse Brown Sand	X	
6	"	"	Sand		X
6	68'6"		Gravel	X	

RECEIVED

JUL 13 1999

Department of Water Resources

RECEIVED

JUL 07 1999

WATER RESOURCES
WESTERN REGION

MICROFILMED

OCT 13 1999

Completed Depth 68' (Measurable)
Date: Started 6-10-99 Completed 6-10-99

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Gestrin Well Drilling Firm No. 408

Firm Official [Signature] Date 6-11-99

and
Driller or Operator [Signature] Date 6-11-99

(Sign once if Firm Official & Operator)

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

USE TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

[illegible]

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

803338

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
1/4 _____ 1/4 _____ 1/4 _____
Lat: _____ Long: _____

1. WELL TAG NO. D 0029510
DRILLING PERMIT NO. _____
Other IDWR No. _____

2. OWNER:
Name CHAS Kirk
Address Box 846
City McCall State ID Zip 83638

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N
W E S
Twp. 17 North ☒ or South ☐
Rge. 3 East ☒ or West ☐
Sec. 22 1/4 NE 1/4 SW 1/4
Gov't Lot _____ County Valley
Lat: _____ Long: _____
Address of Well Site 13579 Hwy 55
City Valleefork

(Give at least name of road & distance to road or landmark)

Lt. _____ Blk. _____ Sub. _____ Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From To	Sacks or Pounds		
Bentonite	0 20	10 Bgs	Overbore 10"	
CHIPS				

Was drive shoe used? ☒ N ☐ Shoe Depth(s) 103'

Was drive shoe seal tested? ☒ Y ☐ N How? Blown

8. CASING/LINER:

Diameter	From To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	1 103	250	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations _____ Method Torch
Screens _____ Screen Type _____

From To	Slot Size	Number	Diameter	Material	Casing	Liner
97 103	4"	16	1/8"	Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

20 ft. below ground Artesian pressure _____ lb.
Depth flow encountered 104 ft. Describe access port or control devices: Well Cap

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
40		95	1 hr.

Water Temp. 50° Bottom hole temp. _____

Water Quality test or comments: Clear some sand

Depth first Water Encounter _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10"	0	2	TOP SOIL		
10"	2	10	SAND + gravel w/CLAY		
10"	10	20	SAND + gravel		
10"	20	22	CLAY (Brown)		
6"	22	28	Brown sand		
6"	28	30	grey clay		
	30	39	grey sand		
	39	41	grey clay		
	41	55	coarse Brown sand		
	55	61	" " "	X	
	61	63	grey clay		
	63	65	grey sand		
	65	82	Brown sand	X	
	82	87	Brown clay		
	87	90	sand w/clay seams	X	
	90	100	sand w/clay seams		
	100	103	CLAY		
6"	103	104	Coarse gravel	X	

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JUN 13 2003

WATER RESOURCES
WESTERN REGION

Completed Depth 104 (Measurable)
Date: Started 6-9-03 Completed 6-10-03

13. DRILLER'S CERTIFICATION

I/we certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Menasco Drilling Firm No. 391

Firm Official [Signature] Date 6-10-03

and

Driller or Operator _____ Date _____

(Sign once if Firm Official & Operator)