

February 1, 2024

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Administrator
219 North Main Street
Po Box 1350
Cascade, ID 83611

Subject: Legacy Ranch at Whitetail Club-Valley County Final Plat Submittal Letter
CUP 23-26

Dear Cynda,

The purpose of this letter is to request that the Legacy Ranch at Whitetail Club-Valley County Final Plat be placed on the next available Valley County Planning and Zoning meeting agenda. The subdivision final plat substantially complies with the Preliminary Plat from C.U.P. 23-26. Below you will find the list of Conditions of Approval from C.U.P. 23-26 and a response stating how each condition has been substantially met.

Conditions of Approval

1. The application, the staff report, and the provisions of the Land Use development Ordinance are all made a part of this permit as if written in full herein.

Response: We acknowledge this condition.

2. Any change in the nature or scope of land use activities shall require and additional Conditional Use Permit.

Response: We acknowledge this condition.

3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations.

Response: We acknowledge this condition.

4. The final plat shall be recorded within two years, or this permit will be null and void.

Response: We acknowledge this condition.

5. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.

Response: The owner's Geotechnical Engineer has been working with CDHD. Testing is completed and sanitary restrictions will be removed prior to recording the final plat.

6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.

Response: The site grading plan is included in this submittal for review and approval by the County Engineer. The developer will receive approval of their storm water management plan prior to beginning any site work.

7. Prior to recordation of the plat, the developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.

Response: The roads will not be completed prior to recording the final plat. The cost of completion of said roads to county standards will be financially assured by the developer by means of an Escrow Account Agreement with Valley County. 120% of the amount specified in the Project Engineer's estimate of the cost to complete the approved road plans for Legacy Ranch – Valley County Plat will be deposited in the escrow account prior to recording the final plat. After completion, the developer's engineer will certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.

8. A Letter of approval is required from McCall Fire District.

Response: Plans have been sent to the McCall Fire District. A letter of approval from the McCall Fire District will be provided prior to proceeding to the County Commissioners for review.

9. All easements shall be shown on the final plat, including irrigation and pathway easements.

Response: The plat depicts the known easements on the property.

10. The wildland Urban Interface fire Protection Plan must be recorded with the final plat.

Response: The Wild Land Urban Interface Protection Plan is completed, and will be attached as Exhibit B to the Supplemental Declaration for Legacy Ranch and recorded with the final plat.

11. A Private Road Declaration must be recorded with the final plat.

Response: A copy of the Private Road Declaration is attached, and will be recorded with the plat.

12. A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat.

Response: A Declaration of Installation of Utilities is attached, and will be recorded with the final plat and is noted on the plat.

13. CCR's should address lighting, wildfire prevention, noxious weeds, septic maintenance, water storage tank maintenance, fire wise wildland urban interface landscaping requirements, irrigation, sprinklers in each residence, and limit each residence to one woodburning device.

Response: The aforementioned items are included in the attached Supplemental Declaration for Legacy Ranch and/or in the Amended and Restated General Declaration For Whitetail, A Planned Unit Development (recorded with the Valley County, Idaho Recorder as Instrument No. 404975, and/or in the Whitetail Design Guidelines as follows:

- lighting [*Design Guidelines §5.11*],
- wildfire prevention [*Design Guidelines §5.15 & Amended and Restated General Declaration §7.9 & Supplemental Declaration §7.11 & Exhibit B*],
- noxious weeds [*Supplemental Declaration §7.9*],
- septic maintenance [*Supplemental Declaration §7.5*],
- water storage tank maintenance [There is no water storage tank in this subdivision, so it has not been referenced in the governing documents],
- fire wise wildland urban interface landscaping requirements [*Supplemental Declaration §7.11 & Exhibit B*],
- irrigation [Any landscaping irrigation will comply with the Design Guidelines. No water rights will be transferred to buyers.],
- sprinklers in each residence [*Supplemental Declaration §6.4*], and
- limit each residence to one woodburning device [*Supplemental Declaration §7.10*].

14. Shall place addressing numbers at the residence(s) and at the driveway entrance if the house numbers are not visible from the road.

Response: We acknowledge this condition.

15. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.

Response: No neighboring properties currently run livestock. However, a perimeter fence is currently in place around the subdivision, and §6.5 of the *Supplemental Declaration* requires that the fence be maintained by the HOA.

16. Must bury conduit for fiber optics with utilities.

Response: A fiber optic conduit will be included in the joint utility trench.

17. The following notes shall be placed in the notes on the face of the final plat:

- “The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.”
- “All lighting must comply with the Valley County Lighting Ordinance.”
- “Only one wood burning device per residence.”
- “Surrounding land uses are subject to change.”

Response: These notes are included on the face of the plat.

18. Lots shall not be reduced in size.

Response: See *Supplemental Declaration* §7.3.

19. The wildland urban interface fire protection plan work must be completed and agreed upon prior to issuance of building permits.

Response: The wildland urban interface fire protection plan is completed and included with this submittal. The plan’s vegetation treatments to reduce fuel loads have also been completed.

20. Must disclose to buyers in CCRs if all wildland urban interface fire protection plan work has not been completed on individual lots.

Response: The wildland urban interface fire protection plan is completed and all vegetation treatments to reduce fuel loads have also been completed for the common areas and road right of ways. While most of the work on individual lots has been completed, some of the work is not yet done. Therefore, a provision has been added to the Supplemental Declaration at Section 7.11 as follows: “Declarant may not have completed all aspects of the Wildland Urban Interface Fire Protection plan as it relates to specific lots prior to sale of each lot, in which case, the owner/purchaser shall be required to complete such work.”

21. CUP approval includes approval of variances to allow a cul-de-sac of 2225' from connecting road, and accessory dwelling units of up to 3500sf on each lot, and that both the primary and accessory dwellings are allowed wood burning devices.

Response: We concur with these variances as approved.

22. All lots should be accessed from the private internal road.

Response: We concur with this condition.

Thank you for your attention to these responses and please feel free to contact me by phone or email at your earliest convenience should you have any questions or comments.

Sincerely,



Matt Munger
Project Engineer

Cc: Dan Scott, Owner Representative/Applicant
Amy Pemberton, Owners Council
Travis Foster, Nv5 Surveyor

Enclosures:

1. 3-Full size copies of Final Plat (3 sheets)
2. 10 Copies 11'x17' of Final Plat (3 sheets)
3. Construction Drawings
4. Drainage Calculations
5. Supplemental Declaration for Legacy Ranch at Whitetail Club,
including Wildland Urban Interface Fire Protection Plan (attached as Exhibit B)
6. Declaration of Private Roads – Draft
7. Declaration of Installation of Utilities- Draft
8. Escrow Agreement for completion of subdivision roads



Delivering Solutions
Improving Lives

DRAINAGE CALCULATIONS LEGACY RANCH AT WHITETAIL CLUB

FOR

SHORE LODGE WHITETAIL, LLC



PREPARED BY
NV5, Inc.
MATT M MUNGER, PE
[REDACTED]

DRAINAGE CALCULATION SUMMARY

Project: Legacy Ranch at Whitetail Club

Project #: B000339

Date: 12/11/2023

The runoff was calculated using a 100yr, 1hr design storm (1" runoff), for volume. The hillsides historically drains to the existing channel. Where the road intersects this existing channel, culverts will be installed to promote natural flow. The drainage basins are sized to account for new pavement installation and have been designed to allow overflow to the existing channel if basins become overwhelmed with historic drainage runoff.

The "c" value used in calculating the runoff is based upon the amount of landscape in the area.

System	Roof 0.95	Pave 0.95	Landscape 0.60	Total	C Value
Borrow		14		14	0.95
Pond 1		6,531		6,531	0.95
Pond 2		43,478		43,478	0.95
Pond 3		12,216		12,216	0.95
		50,023			0.95

Legacy Ranch at Whitetail Club

Typical Drainage Area # **Borrow**

Area per lf (sf): 14.00 SF

C value: 0.95

Initial Borrow Volume = 1 in x (Area (ac) x 43560cu.ft./ac) x 1ft./12in. x "C"

Volume = 1.11 cu. ft./lf

Req'd Storage Vol. = 1 ft³/lf

Required Volume = 1 ft³/lf

Side Slope= 3 :1

Top Area = 16 ft²/lf

Bottom Area = 1 ft²/lf

(w/o freeboard) = 1.50 ft²/lf Freeboard = 1 ft

Actual Depth

(w/freeboard)= 2.50 ft

Actual Sides Width = 7.50 ft

Provided Volume = 12 ft³/lf

Percolation Rate = 2 in/hr

Bottom Percolation = 0.1 cf/hr

Time to Drain:

Available > Required? YES

12 <=24 hours

Borrow Calculations

Top Legnth 1 ft

Top Width 15.5 ft

Sideslope 3 :1

Total Depth 2.5 ft

Freeboard 1 ft

Percolation Rate 2 in/hr

(w/o freeboard) = 1.50 ft²

Actual Depth

(w/freeboard)= 2.50 ft

Actual Sides Width = 7.50 ft

Pond Storage Volume = 12 ft³/lf

Top Area = 16 ft²/lf

Bottom Area = 1 ft²/lf

Bottom Length = 1 ft

Bottom Width = 0.5 ft

Top Area = 15.5 SF/lf

Bottom Area = 1 SF/lf

Storage Depth = 1.5 ft

Side Width = 7.5 ft

Bottom Perc = 0 SF/hr

Legacy Ranch at Whitetail Club			
Drainage Area # Pond 1			
Area (acres):	0.15	SF	
C value:	0.95		
Initial Trench Volume = 1 in x (Area (ac) x 43560cu.ft./ac) x 1ft./12in. x "C"			
Volume =	517.06	cu. ft.	
Req'd Storage Vol. =	517	ft ³	
Required Pond Volume =		517 ft ³	
Side Slope=	6	:1	
Top Water Area =	1965	ft ²	
Bottom Area =	1340	ft ²	
Total Depth =	1.00	ft	Freeboard = 0.5 ft
Actual Depth (w/freeboard)=	0.50	ft	
Actual Sides Width =	3.00	ft	
Pond Storage Volume =		826 ft ³	
Percolation Rate =	2	in/hr	
Bottom Percolation =	223	cf/hr	
Available > Required?	YES	Time to Drain:	2.1 <=24 hours

Legacy Ranch at Whitetail Club

Drainage Area # **Pond 2**

Area (acres): 1.00 SF

C value: 0.95

Initial Trench Volume = 1 in x (Area (ac) x 43560cu.ft./ac) x 1ft./12in. x "C"

Volume = 3442.00 cu. ft.

Req'd Storage Vol. = 3442 ft³

Required Pond Volume =	3442 ft ³
------------------------	----------------------

Side Slope= 6 :1

Top Water Area = 6291 ft²

Bottom Area = 5268 ft²

Total Depth = 1.30 ft²

Freeboard = 0.7 ft

Actual Depth
(w/freeboard)= 0.60 ft

Actual Sides Width = 3.60 ft

Pond Storage Volume =	3468 ft ³
-----------------------	----------------------

Percolation Rate = 2 in/hr

Bottom Percolation = 878 cf/hr

Available > Required? YES

Time to Drain:
3.5 <=24 hours

Legacy Ranch at Whitetail Club

Drainage Area # **Pond 3**

Area (acres): 0.28 SF

C value: 0.95

Initial Trench Volume = 1 in x (Area (ac) x 43560cu.ft./ac) x 1ft./12in. x "C"

Volume = 967.13 cu. ft.

Req'd Storage Vol. = 967 ft³

Required Pond Volume = 967 ft³

Side Slope= 6 :1

Top Water Area = 2817 ft²

Bottom Area = 1220 ft²

Total Depth = 1.50 ft²

Freeboard = 0.75 ft

Actual Depth (w/out
freeboard)= 0.75 ft

Actual Sides Width = 4.50 ft

Pond Storage Volume = 1514 ft³

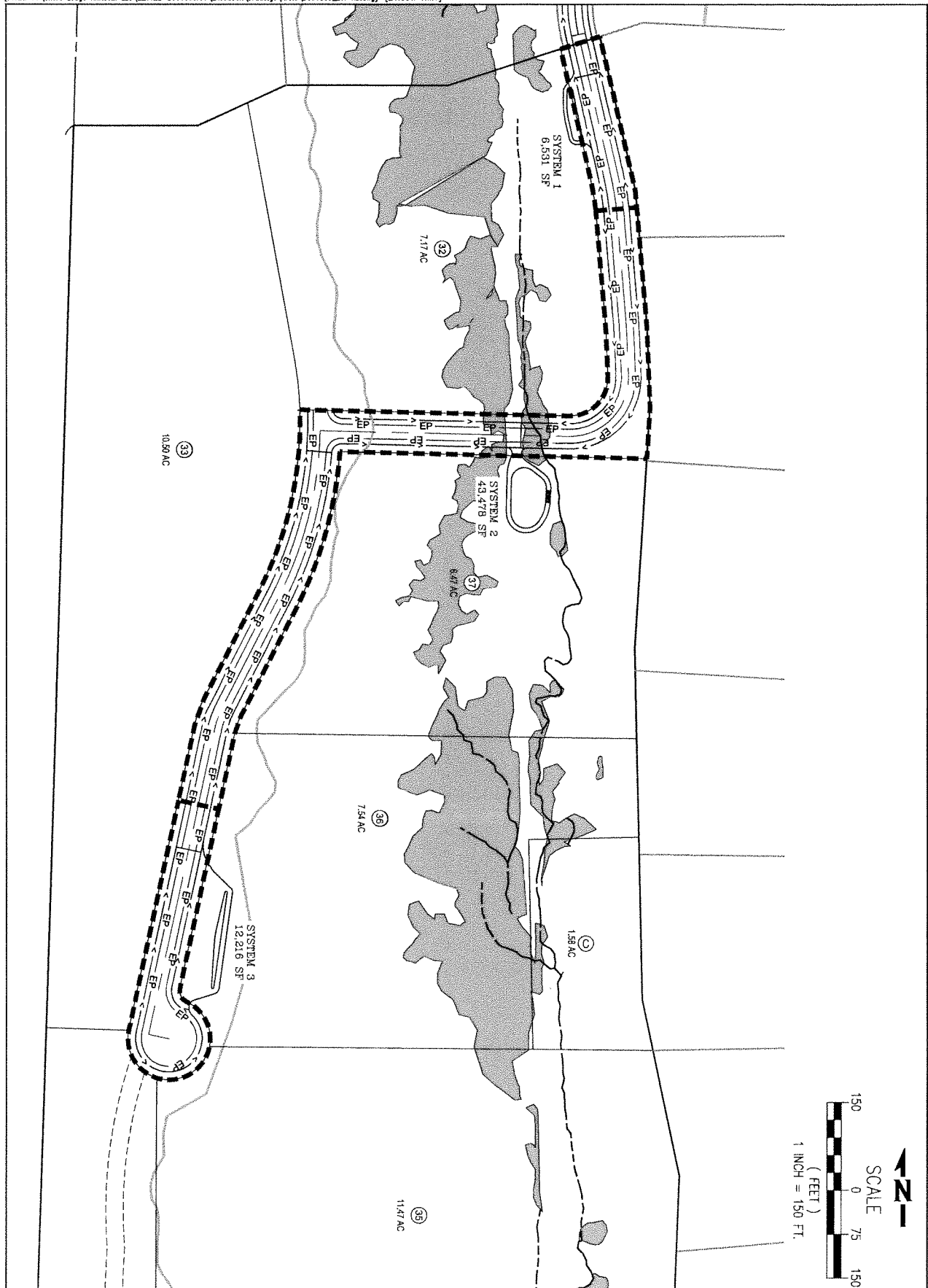
Percolation Rate = 2 in/hr

Bottom Percolation = 203 cf/hr

Available > Required? YES

Time to Drain:

4.3 <=24 hours



D-1	DRAINAGE EXHIBIT			SHEET INFO		REVISIONS			NVI5	899 Industry Way, Suite 10 Meridian, ID 83642
	SHORE LODGE LLC LEGACY RANCH AT WHITETAIL CLUB			DESIGNED: KVP	NO.	BY	DATE			
SHEET NUMBER				DRAWN: KVP						
				CHECKED: MMH						
				APPROVED: MMH						
				LAST EDIT: 1/16/2021						
				PLOT DATE: 1/17/2024						
PROJECT NUMBER B000339		DRAWING FILE NAME B000339_DR-RD		SCALE AS NOTED		SUBMITTAL				

ESCROW ACCOUNT AGREEMENT
LEGACY RANCH AT WHITETAIL CLUB – ADAMS COUNTY
(Subdivision Roads)

This Escrow Account Agreement is made and entered into by and between SHORE LODGE WHITETAIL LLC an Idaho Limited Liability Company (“**Whitetail**”), whose address is 501 W. Lake Street, McCall, Idaho 83638, and the **Adams County, Idaho**, a Municipal Corporation (the “**County**”), whose address is PO Box 48, Council, Idaho, 83612.

RECITALS

- A. Whitetail is developing certain real property in Adams County, Idaho, that will be or has been platted as Legacy Ranch At Whitetail Club – Adams County, which plat will be recorded with the Adams County, Idaho Recorder (“**Property**”).
- B. Certain road improvements for the Property will not be complete when the final plat for the Property is recorded. Such improvements are described at the attached **Exhibit A** (collectively the “**Improvements**”). In compliance with Adams County Subdivision Ordinance Section IV.C, Whitetail has established an Escrow Account to assure that sufficient funds are available and earmarked for the completion of the Improvements.
- C. The estimated cost to complete construction of the Improvements, as certified by the Whitetail Project Engineer, is \$ _____, as set out at **Exhibit A**. 110% of that sum is \$ _____, which sum will be deposited by Whitetail to assure completion of the Improvements.
- D. Under the terms of the approval of the Final Plat for Legacy Ranch at Whitetail Club – Adams County, the County requires Whitetail to provide certain financial assurances of payment and completion of the Improvements. Pursuant to Adams County Subdivision Ordinance Section IV.C, Whitetail must deposit funds into an escrow account in an amount equal to 110% of the above stated cost of completion of the Improvements. The additional 10% is referred to in this Agreement as the “**Reserve**”. The parties hereto intend that the escrow established by these Escrow Account Instructions shall satisfy the financial assurance requirements of the County.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions hereof and other good and valuable consideration, the parties hereto agree as follows:

DEPOSIT OF FUNDS

- 1. **Initial Deposit.** Whitetail has placed on deposit with AmeriTitle, LLC (hereinafter “**Escrow Holder**”), 507 Pine Street, McCall, Idaho 83638, in an interest bearing account (the “**Escrow Account**”) the sum of \$ _____ to be held and disbursed pursuant to the terms hereof.
- 2. **Substitution of Funds.** At Whitetail’s discretion, funds in this account can be replaced with an Irrevocable Bank Letter of Credit in accordance with Adams County Subdivision Ordinance Section IV.C, established with a banking institution in an amount equal to the

remaining balance of the escrow account, or a portion thereof, in form acceptable to the County. The County Clerk shall be notified in advance of any such substitution.

DISBURSEMENT OF FUNDS

3. **Request for Disbursement of Funds:** The Improvements will be completed by no later than **December 31, 2024**. Requests for disbursement of funds (“**Requests**”) may be made by Whitetail upon completion of the Improvements. Requests shall include the following:

a. The Whitetail project engineer shall provide certification to the Escrow Holder, with copies to the County Clerk and County Engineer, when the Improvements are completed. Absent written objection to the Certification, provided by the County to the Escrow Holder and Whitetail within ten (10) days after the date of submittal of the Certification, then the balance of the funds held in the Escrow Account shall be disbursed by Escrow Holder to Whitetail, or to persons designated by Whitetail, as aforesaid, no later than eleven (11) days after the date of submittal, or on the next working day thereafter.

b. Disbursement of funds shall be made directly to Whitetail, who shall be responsible for payments to contractors, subcontractors, employees, materialmen and any others to whom payment is due.

c. To the extent permitted under Idaho law, the County agrees to release Escrow Holder from any claims of any nature whatsoever that a distribution made pursuant to this Section 3 was improperly made by Escrow Holder. Whitetail agrees to release Escrow Holder from any such claims; and, in addition, Whitetail agrees to indemnify Escrow Holder against and to hold Escrow Holder harmless regarding any such claim which might be asserted against Escrow Holder.

d. Escrow Holder shall have no responsibility for obtaining, maintaining or having any involvement regarding lien releases related to the construction of the Improvements or otherwise.

4. **Use of Funds by the County:** In the event that Whitetail fails to complete all of the Improvements on or before **December 31, 2024**, then the County shall be entitled to take control of the funds remaining in the Escrow Account and apply the funds held therein to the completion of the Improvements, after giving the Escrow Holder and Whitetail thirty (30) days advance written notice of its intent to do so. In such case, should the funds remaining in the Escrow Account be insufficient to complete the Improvements, then Whitetail shall be liable to the County for the additional funds necessary to complete the Improvements, together with all costs and expenses reasonably incurred by the County in completing the Improvements and collecting the necessary funds from Whitetail. Any funds in the Escrow Account in excess of the County’s cost to complete shall be returned to Whitetail.

GENERAL TERMS

5. Whitetail does not intend that any persons or entities other than the County and Escrow Holder, and their successors and assigns, shall have any rights or remedies hereunder. The parties hereto specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties hereto. Any benefit accruing to any such third party as the result of the execution of these Escrow Instructions is merely coincidental and no such third party may rely on receiving such benefit.

6. The County Clerk shall be entitled to receive statements confirming account balance and disbursements made from the Escrow Account, upon request made to Escrow Holder, with copy to Whitetail.
7. Any costs and fees charged by Escrow Holder shall be borne by Whitetail.
8. Whitetail and the County acknowledge and agree that Escrow Holder, by holding such sums in trust as set forth hereunder, assumes no responsibility or liability under this Agreement or otherwise other than the responsibility to hold the sums paid to it in trust, and apply such sums as set out herein. Escrow Holder may terminate the escrow account at any time, after providing the parties with thirty (30) days advance written notice. In such case monies remaining in the Escrow Account shall be disposed of according to the joint instruction of Whitetail and the County.
9. If any controversy arises with regard to distribution of funds in the Escrow Account, Escrow Holder shall have the right to stop all proceedings in and performance of said escrow until satisfactory written evidence of settlement is provided, whether or not such controversy results in litigation brought by the parties, by a third person, or in an interpleader action brought by Escrow Holder. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by the Escrow Holder in connection with such controversy, or otherwise arising out of this Agreement, including, but without limiting a suit in interpleader brought by the Escrow Holder.
10. Escrow Holder shall have no liability for the solvency of the institution in which said Funds are deposited nor the availability of funds on a certain date. Whitetail agrees to hold Escrow Holder harmless regarding and to indemnify Escrow Holder against any loss, costs, expenses, attorney fees or claims which may arise by reason of the designation of the depository. Escrow Holder is not responsible for performing any Municipal, State, or Federal tax withholding or reporting.
11. The funds held by Escrow Holder pursuant to the terms of this Agreement cannot be withdrawn without the prior written consent of Whitetail and the County, except by Court Order.
12. The terms of this Agreement shall inure to the benefit of and bind the parties hereto, together with their heirs, assigns and successors.
13. In the event that a dispute arises between Whitetail and the County regarding the meaning, application or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorneys fees and costs incurred.

[Signature Page to Follow]

IN THE WITNESS WHEREOF, the parties hereto have caused these Escrow Account Instructions to be executed as of the day and year of the last signature hereto.

SHORE LODGE WHITETAIL, LLC
By ALSCOTT, INC., its Manager

ADAMS COUNTY

By: _____ Date: _____
DANIEL R. SCOTT,
Executive Vice President of Alscott, Inc.

By: _____ Date: _____

ATTEST:

ESCROW HOLDER
AmeriTitle, LLC

By: _____ Date: _____
_____, County Clerk

By: _____ Date: _____



GRANITE

Excavation Inc.

We're diggin this business

23 Warm Lake Hwy
Cascade, ID 83611
225 Wooddale Ave, Ste 115
Eagle, ID 83616

To:	Whitetail Resort	Contact:	Dan Scott
Address:	501 W Lake St McCall, ID 83638	Phone:	
		Fax:	
Project Name:	Whitetail Phase 3 - Valley County	Bid Number:	
Project Location:	McCall, McCall	Bid Date:	2/10/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Excavation/Embankment	1.00	LS	\$160,600.03	\$160,600.03
2	Unsuitable Material Excavation	50.00	CY	\$72.01	\$3,600.50
3	Dust Abatement Water	90.00	MGAL	\$120.33	\$10,829.70
4	Soft Spot Repair Crushed Aggregate Base Material	50.00	CY	\$91.59	\$4,579.50
5	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 18" ADS N-12	100.00	LF	\$127.52	\$12,752.00
6	Flared End Section - 18" Metal	4.00	EACH	\$686.13	\$2,744.52
7	6" Minus Pitrun (Nissula Pit)	1,691.00	CY	\$56.13	\$94,915.83
8	Crushed Aggregate Base, Type I (3/4") (4" Thickness)	592.00	CY	\$77.49	\$45,874.08
9	1/2" Plant Mix Pavement, SP-2, PG64- 34, 3" Thickness - Full Width 24' - Adams County 2.5 - Inches	490.00	TON	\$215.75	\$105,717.50
10	Sediment Control (Excludes SWPPP)	1.00	LS	\$15,059.46	\$15,059.46
11	Riprap Slope And Outlet Protection	55.00	SY	\$68.57	\$3,771.35
12	Check Dam	31.00	EACH	\$327.04	\$10,138.24
13	Topsoiling (Includes Hydroseeding Stabilization)	211,947.00	SF	\$0.18	\$38,150.46
14	Mobilization	1.00	LS	\$24,633.15	\$24,633.15
15	Riprap/Erosion Control Geotextile	475.00	SY	\$2.31	\$1,097.25
16	Drainage Borrow Ditch	2,510.00	LF	\$2.26	\$5,672.60
17	2ft Shouldering	120.00	CY	\$71.04	\$8,524.80

Total Bid Price: \$548,660.97

Notes:

- Above shown pricing doesn't include Performance & Payment Bonds, please add 1.5% to total price if needed.
- Catch Basins are excluded in above shown pricing.
- Dewatering is excluded in above shown pricing.
- All extra dirt will remain on Whitetail Property
- Above shown prices do not include permits.
- Pipe material pricing is based on current prices. Due to significant market fluctuations, pipe material costs can only be determined at the time of shipment. Any increase from the current prices will be passed on to the owner.
- Price does not include any scope of work not specifically called out on the above shown bid schedule.
- Survey is excluded in above shown pricing.
- BMP's are included
- Above pricing is contingent on agreed upon schedule between Granite Excavation & the GC/Owner.
- Above pricing for pipe is good only until the end of business the day this proposal is received. Pipe order will not be placed until directed by the Owner/GC. Materials on Hand will be billed out same day and is due within 30 days.
- Due to significant market fluctuations and volatility not all pipe types or dimensions may be available at time of order. Pricing for pipe not available at time of order will not be held. Costs can only be determined at the time of shipment. Any increase from the current prices will be passed on to the owner.

Payment Terms:

Progress billing will be submitted by the 25th of each month. Payment is due by the 10th of the following month.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Granite Excavation Inc

Authorized Signature: _____

Estimator: Brad Sayers



**OWNER'S DECLARATION OF PRIVATE ROADS
FOR LEGACY RANCH AT WHITETAIL
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **SHORE LODGE WHITETAIL LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the Legacy Ranch At Whitetail Club – Valley County.

WHEREAS, Shore Lodge Whitetail 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 Legacy Ranch At Whitetail Club – Valley County (hereinafter “Legacy Ranch – Valley County Plat”).

WHEREAS, Shore Lodge Whitetail 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 Legacy Ranch At Whitetail Club – Valley County roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, Shore Lodge Whitetail LLC hereby states and declares as follows:

1. PRIVATE ROADS: All roads which are depicted on the Legacy Ranch – Valley County Plat (including, but not limited to, those roads which are labeled as “Drive”, “Place”, or “Court”) are PRIVATE ROADS and shall permanently remain PRIVATE ROADS (hereafter “Private Roads”), for the use and enjoyment of the members of the Whitetail Property Owner’s 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 Whitetail, a Planned Unit Development and the Supplemental Declaration for Legacy Ranch at Whitetail Club.

2. SHORE LODGE WHITETAIL LLC IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION:

A. Shore Lodge Whitetail 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.

B. The Private Roads shown on the Legacy Ranch – Valley County Plat are not completed. Roads to each platted Lot will be completed to county standards on or before **December 31, 2024**, in compliance with the Legacy Ranch road plans as approved by Valley County. The cost of completion of said roads to county standards shall be financially assured by Shore Lodge Whitetail LLC by means of an Escrow Account Agreement with Valley County. 120% of the amount specified in the Project Engineer’s estimate of the cost to complete the

approved road plans for Legacy Ranch – Valley County Plat has been deposited in the Escrow Account.

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. WHITETAIL PROPERTY OWNER'S ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS: The Whitetail Property Owner's Association Inc., a duly formed Idaho non-profit corporation, whose members shall include the owners of Lots in the Legacy Ranch – Valley County Plat, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

IN WITNESS WHEREOF, the undersigned Owner of the said Legacy Ranch – Valley County Plat, has executed this Declaration the day and year noted below.

SHORE LODGE WHITETAIL LLC
By ALSCOTT, INC., its Manager

By: _____ Date: _____
DANIEL R. SCOTT,
Executive Vice President of Alscott, Inc.

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared DANIEL R. SCOTT, known or identified to me to be the Executive Vice President of Alscott, Inc., which is the Manager of **Shore Lodge Whitetail LLC**, the limited liability company that executed the instrument or the person who executed the instrument 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: _____

**DECLARATION OF INSTALLATION OF UTILITIES
FOR LEGACY RANCH AT WHITETAIL
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **SHORE LODGE WHITETAIL LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the Legacy Ranch At Whitetail Club – Valley County.

WHEREAS, Shore Lodge Whitetail 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 Legacy Ranch At Whitetail Club – Valley County (hereinafter “Legacy Ranch – Valley County Plat”).

WHEREAS, Shore Lodge Whitetail 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 Legacy Ranch At Whitetail Club – Valley County, the schedule for completion of such utilities, and the entity with responsibility for construction of such utilities.

NOW, THEREFORE, Shore Lodge Whitetail LLC hereby states and declares as follows:

1. Sewage Disposal: Sewage disposal for each Lot in the Legacy Ranch – Valley County Plat shall be supplied by means of individual septic systems, in accordance with Central District Health requirements, applicable Valley County Ordinances and other applicable restrictions. Installation and maintenance of the septic systems shall be the sole and exclusive responsibility of Lot Owners.

2. Potable Water: Water for each Lot in the Legacy Ranch – Valley County Plat shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners.

3. Power: Electrical power is being supplied to each Lot in the Legacy Ranch – Valley County Plat by the Idaho Power Company, which is responsible for the design and construction of the Legacy Ranch power distribution system. Construction is not completed, however the cost of completion has been 100% prepaid to Idaho Power.

4. Telephone: The telecommunications system is being supplied to each Lot in the Legacy Ranch – Valley County Plat by Cable One, Inc. DBA Sparklight, which is responsible for the design and construction of the Legacy Ranch telecommunications system. Construction is not completed, however the cost of completion has been 100% prepaid to Cable One, Inc. DBA Sparklight.

5. Responsibility for Construction: Responsibility for the costs of construction of the aforesaid utilities rests with the Shore Lodge Whitetail LLC (or with the Owner of the Lot, in the case of the septic systems and wells). VALLEY COUNTY HAS NO RESPONSIBILITY FOR

THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR
OPERATION OF ANY OF THE AFORESAID UTILITIES.

IN WITNESS WHEREOF, the undersigned Owner of the said Legacy Ranch – Valley
County Plat, has executed this Declaration the day and year noted below.

SHORE LODGE WHITETAIL LLC
By ALSCOTT, INC., its Manager

By: _____ Date: _____
DANIEL R. SCOTT,
Executive Vice President of Alscott, Inc.

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of _____, 20____, before me, a Notary Public in and for said State,
personally appeared DANIEL R. SCOTT, known or identified to me to be the Executive Vice
President of Alscott, Inc., which is the Manager of **Shore Lodge Whitetail LLC**, the limited
liability company that executed the instrument or the person who executed the instrument 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: _____

**SUPPLEMENTAL DECLARATION
FOR
LEGACY RANCH
AT
WHITETAIL CLUB
TABLE OF CONTENTS**

ARTICLE 1. Introduction & Purpose.....	1
ARTICLE 2. Definitions.....	1
2.1 The Adams County Plat	1
2.2 The Valley County Plat	1
2.3 The Legacy Ranch Plats.....	1
2.4 The Adams County Lots	1
2.5 The Valley County Lots	1
2.6 Ridge Lots	1
2.7 Valley Lots.....	2
2.8 Warren Court Access Easement.....	2
2.9 Whitetail Phase 2 Plat.....	2
2.10 Migratory Ridge Phase 2 Open Spaces.....	2
2.11 Migratory Ridge Legacy Ranch Open Spaces	2
2.12 Building Improvements.....	2
2.13 Living Unit.....	2
2.14 Single Family Structure.....	2
2.15 Cooking Facility	2
2.16 Other	2
ARTICLE 3. Applicability of the General Declaration	2
3.1 Applicability of the General Declaration	2
ARTICLE 4. Whitetail Property Owner’s Association	2
4.1 Whitetail Property Owner’s Association Membership	2
ARTICLE 5. Open Spaces.....	3
5.1 Designation of Open Spaces.....	3
ARTICLE 6. Building Guidelines	3
6.1 Design Guidelines / Limitations on Building Improvements	3
6.2 DRC Review	3
6.3 ADU Permitted on Valley Lots.....	3
6.4 Fire Protection Sprinklers Required for Primary and Accessory Dwelling Units on Valley Lots	3
6.5 Perimeter Fencing	3
ARTICLE 7. Use of Ridge Lots and Valley Lots.....	3
7.1 Single Family Residential Use	3
7.2 Rental of Ridge Lots and Valley Lots	4
7.3 No Further Division	4
7.4 Water / Wells	4
7.5 Sewage Disposal / Septic	4
7.6 Gates and Fences	4
7.7 Recreational Vehicles	4
7.8 Animals.....	4
7.9 Noxious Weeds.....	4
7.11 Wood Burning Devices	5
7.11 Fire Hazard Mitigation	5

ARTICLE 8. Easements	5
8.1 Utility Easements	5
8.2 Snow Removal Easements.....	5
8.3 Migratory Ridge Access Easements.....	5
8.4 Recreation Easements.....	5
8.5 Slope Easements.....	5
ARTICLE 9. Roads and Warren Court Access.....	6
9.1 Roads	6
9.2 Warren Court Access.....	6
9.3 Entrance Gate and Fencing.....	6
ARTICLE 10. McCall Fire Protection District Charges.....	6
10.1 Charges for the Adams County Lots	6
10.2 Amendment.....	6
ARTICLE 11. Miscellaneous.....	7
11.1 Duration of Supplemental Declaration.....	7
11.2 Amendment.....	7
(a) By the Board	7
(b) By Owners	7
(c) By Declarant	7
(d) Validity and Effective Date of Amendments.....	7
11.3 Effect of Provisions of Supplemental Declaration	8
11.4 Enforcement and Remedies	8
11.5 Protection of Encumbrancer	8
11.6 Limited Liability	8
11.7 Successors and Assigns	8
11.8 Severability	9
11.9 Captions.....	9
11.10 No Waiver	9
Exhibit A. Depiction of Recreation Easements	
Exhibit B. Wildland Urban Interface Fire Protection Plan	

**SUPPLEMENTAL DECLARATION
FOR
LEGACY RANCH
AT
WHITETAIL CLUB**

This Supplemental Declaration for Legacy Ranch at Whitetail Club (“Supplemental Declaration”) is made by Shore Lodge Whitetail LLC, an Idaho limited liability company (“Declarant”).

ARTICLE 1. Introduction & Purpose

1.1 This Supplemental Declaration (a) is filed pursuant to Section 11.2 of the Amended and Restated General Declaration for Whitetail, Planned Unit Development recorded April 7, 2017 as Instrument No. 404975 with the Valley County, Idaho Recorder, as amended by the First Amendment to the Amended and Restated General Declaration for Whitetail, A Planned Unit Development recorded September 26, 2017 with the Valley County, Idaho Recorder as Instrument No. 408958 (collectively the “General Declaration”), and as may be further amended; and, (b) affects only Legacy Ranch at Whitetail Club, according to the recorded plats described at Section 2.1., 2.2 and 2.3 below and any amendments thereto (the “Affected Property”).

1.2 A portion of the Affected Property is located in Adams County, Idaho, and a portion of it is located in Valley County, Idaho. Therefore, as described below, a plat is recorded in each county with respect to the portion of the Affected Property located therein.

1.3 The purposes of this Supplemental Declaration are to set forth additional covenants and conditions with respect to the Affected Property.

1.4 All of the Affected Property is currently owned by Declarant, with the exception of Lot 4, Block 1, as shown on the Adams County Plat, which is owned by the J. and L. Pooley Revocable Trust.

1.5 The terms and conditions of the General Declaration as defined in Section 1.1 above shall continue to apply to the Affected Property.

ARTICLE 2. Definitions

2.1 The Adams County Plat: That certain plat recorded _____, 20__ as Instrument No. _____ with the Adams County, Idaho Recorder and entitled “Legacy Ranch At Whitetail Club”, and as the same may be amended.

2.2 The Valley County Plat: That certain plat recorded _____, 20__ as Instrument No. _____ with the Valley County, Idaho Recorder and entitled “Legacy Ranch At Whitetail Club”, and as the same may be amended.

2.3 The Legacy Ranch Plats: The Valley County Plat together with the Adams County Plat shall be collectively referred to as the “Legacy Ranch Plats.”

2.4 The Adams County Lots: The Adams County Lots are defined as those Lots which are the subject of the Adams County Plat, as follows: Block 1, Lots 1 through 14, and Lots 16 through 23; and, Block 2, Lot 15; and, Block 3, Lots 24 through 31, as shown on the Adams County Plat.

2.5 The Valley County Lots: The Valley County Lots are defined as those Lots which are the subject of the Valley County Plat, as follows: Block 3, Lots 32 through 37, as shown on the Valley County Plat.

2.6 Ridge Lots: Ridge Lots are defined as follows: Block 1, Lots 1 through 14; and, Block 2, Lot 15, as shown on the Adams County Plat. Each separate Ridge Lot shall be considered a Single Family Residential Unit as that term is defined in the General Declaration.

2.7 Valley Lots: Valley Lots are defined as follows: Block 1, Lots 16 through 23; and, Block 3, Lots 24 through 31, as shown on the Adams County Plat; and, Block 3, Lots 32 through 37, as shown on the Valley County Plat. Each separate Valley Lot shall be considered a Single Family Residential Unit as that term is defined in the General Declaration.

2.8 Warren Court Access Easement: The Warren Court Access Easement is defined as that certain Whitetail Easement Agreement recorded with the Adams County, Idaho Recorder as Instrument No. _____. Use of the Warren Court Access Easement shall be subject to the terms of the recorded Whitetail Easement Agreement. The Warren Court Access Easement connects Red Valley Trail with Warren Court in King's Pines Estates IV, and is depicted on the Adams County Plat.

2.9 Whitetail Phase 2 Plat: That certain plat recorded as Instrument No. 312601 with the Valley County, Idaho Recorder and entitled "Final Plat Whitetail Planned Unit Development Phase 2", and as the same may be amended.

2.10 Migratory Ridge Phase 2 Open Spaces: The Migratory Ridge Phase 2 Open Spaces are those Open Spaces depicted on the Whitetail Phase 2 Plat between Migratory Ridge and the Ridge Lots, and which are the subject of the Migratory Ridge Access Easements defined and described at Section 8.3 below.

2.11 Migratory Ridge Legacy Ranch Open Spaces: The Migratory Ridge Legacy Ranch Open Spaces are those Open Spaces depicted on the Adams County Plat between Migratory Ridge and the Ridge Lots, and which are the subject of the Migratory Ridge Access Easements defined and described at Section 8.3 below.

2.12 Building Improvements: Any material improvement of any of the Ridge Lots or Valley Lots including, but not limited to landscaping, site preparation, paving, fencing, building construction, exterior changes, or interior changes which change the use of interior space to an unauthorized use or which would change the number of Living Units.

2.13 Living Unit: One or more rooms designed for or which may readily be occupied exclusively by one family or group of people living independently from any other family or group of people, and having not more than one Cooking Facility.

2.14 Single Family Structure: A detached building which contains one Living Unit.

2.15 Cooking Facility: Fixtures and equipment for food storage and preparation of meals, including at least a sink, oven and refrigerator.

2.16 Other: Other capitalized terms used herein shall have the meanings set forth in the General Declaration and this Supplemental Declaration.

ARTICLE 3. Applicability of the General Declaration

3.1 Applicability of the General Declaration: This Supplemental Declaration shall apply to the Ridge Lots and Valley Lots, in addition to the General Declaration.

ARTICLE 4. Whitetail Property Owner's Association

4.1 Whitetail Property Owner's Association Membership: Each Owner of a Ridge Lot and each owner of a Valley Lot shall be a Class A Residential member of the Whitetail Property Owner's Association, pursuant to the Whitetail Property Owner's Association Articles of Incorporation and Bylaws.

ARTICLE 5. Open Spaces

5.1 Designation of Open Spaces: Pursuant to Article 5 of the General Declaration, Open Space Parcels depicted on The Legacy Ranch Plats are designated as follows:

- (a) Valley County Plat:
 - (i) **Parcel C, Block 3:** Common Open Space.
- (b) Adams County Plat:
 - (i) **Parcel A, Block 1:** Common Open Space.
 - (ii) **Parcel B, Block 2:** Common Open Space
 - (iii) **Parcels D, E, F, G, H, I J, K, L and M, Block 1:** Common Open Space.

For the above-described Common Open Spaces, Declarant shall have the right to designate such recreational uses as the Declarant shall determine, in Declarant's sole discretion, including but not limited to the following uses: pedestrian, bicyclists, and skiers, and the use of motorized equipment to maintain and prepare trails for the same. Declarant shall also have the right to place recreational facilities and features, and/or utilities within any Open Space, and the right to grant easements for the maintenance and repair of such facilities, features and utilities.

ARTICLE 6. Building Guidelines

6.1 Design Guidelines / Limitations on Building Improvements: All Building Improvements on any Ridge Lot or Valley Lot must be built strictly in accordance with the provisions of the Design Guidelines, including but not limited to Appendix G regarding Legacy Ranch Lots. Setbacks for Building Improvements are specified in the Design Guidelines.

6.2 DRC Review: By acquiring any interest in a Ridge Lot or a Valley Lot, the Owner of such Lot consents to and accepts the authority of the Design Review Committee (the "DRC") to review and approve the plans and specifications for any Building Improvements on such Lot in accordance with the Design Guidelines in effect from time to time. In particular, such Owner recognizes that certain of the judgments with will be made by the DRC are subject in nature, and such Owner agrees not to contest such subject judgments unless they are made in bad faith or in an arbitrary and capricious manner.

6.3 ADU Permitted on Valley Lots: In addition to a primary residence, accessory dwelling units may be constructed on a Valley Lot, in accordance with the Design Guidelines for the Legacy Ranch Valley Lots, and in accordance with applicable county ordinances. The primary residence must be built prior to or at the same time as any accessory dwelling unit. Accessory buildings other than dwelling units are also permitted on the Valley Lots, in accordance with the Design Guidelines for the Legacy Ranch Valley Lots.

6.4 Fire Protection Sprinklers Required for Primary and Accessory Dwelling Units on Valley Lots: All primary and accessory dwelling units constructed on a Valley Lot shall be sprinkled for fire protection. Accessory buildings do not require sprinklers, only dwellings.

6.5 Perimeter Fencing : A perimeter fence shall be constructed and maintained around the Western, Northern and Southern boundaries of Legacy Ranch Plats. Such fencing shall be maintained by the Association. Maintenance shall be performed at least annually, or when repairs are needed to prevent livestock from entering the Affected Property. The fence shall comply with state requirements for fencing in open range.

ARTICLE 7. Use of Ridge Lots and Valley Lots

7.1 Single Family Residential Use: The Ridge Lots and Valley Lots shall be used only for single family residential purposes as restricted by the terms of Article 7 of the General Declaration, and

subject to the provisions of Section 7.2 below with regard to rentals. Notwithstanding the foregoing, as provided at Section 6.2 above, the Owner of a Valley Lot shall be permitted to construct accessory dwelling units.

7.2 Rental of Ridge Lots and Valley Lots: Rental of Ridge Lots and Valley Lots is subject to the provisions of Section 7.17 of the General Declaration. Any accessory dwelling unit associated with a Valley Lot may be separately rented from the primary residence as long as such rental is in compliance with Section 7.17 of the General Declaration.

7.3 No Further Division: No Owner of any Ridge Lot or Valley Lot may apply to Valley County, Idaho, or Adams County, Idaho, or any governmental jurisdiction to further divide any Ridge Lot or Valley Lot. The Owner of a Ridge Lot or Valley Lot may adjust lot lines between Lots, upon approval of the Owners of all affected Lots, and upon approval of the Declarant, or the Association after the Conversation Date, and subject to approval by the appropriate governmental entity. Notwithstanding the foregoing, Declarant may further divide any Lot, or adjust lot lines between Lots, prior to sale of such Lot(s), as approved by the appropriate governmental entity.

7.4 Water / Wells: Water for each Ridge Lot and each Valley Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Owners. Section 7.10 of the General Declaration, restricting the use of wells and requiring use of the City of McCall water system, shall not apply to the Affected Property. Additionally, Section 14.2 of the General Declaration regarding use of a public central potable water system shall not apply to the Affected Property.

7.5 Sewage Disposal / Septic: Sewage disposal for each Ridge Lot and each Valley Lot shall be supplied by means of individual septic systems, in accordance with the applicable Health District requirements, applicable County Ordinances and other applicable restrictions. Installation and maintenance of the septic systems shall be the sole and exclusive responsibility of the Owner of the Lot. Section 7.11 of the General Declaration, specifically excluding septic drain fields and septic tanks, shall not apply. Additionally, Section 14.1 of the General Declaration regarding use of a public central sewer system shall not apply to the Affected Property. Information related to the long-term management of a septic system can be found at https://cdhd.idaho.gov/pdfs/eh/Septic_homeowners_guide.pdf and <https://www.epa.gov/septic/top-10-ways-be-good-septic-owner>.

7.6 Gates and Fences: The provisions of Section 7.12 of the General Declaration with regard to gates and fences shall apply, subject to provisions of the Design Guidelines allowing gates for access to an individual Valley Lot, and subject to the following: perimeter fences are allowed on Valley Lots in accordance with the Design Guidelines; and, a perimeter fence is required around portions of the Affected Property as provided at Section 6.5 above.

7.7 Recreational Vehicles : The provisions of Section 7.8 of the General Declaration with regard to restrictions on the use of recreational vehicles shall apply, provided that the Board may adopt Rules and Regulations for the use of recreational vehicles on Valley Lots in a manner different than are applicable to other portions of Whitetail PUD.

7.8 Animals : The provisions of Section 7.15 of the General Declaration with regard to restrictions on animals shall apply, provided that the Board may adopt Rules and Regulations to allow for chickens to be kept on the Valley Lots.

7.9 Noxious Weeds: Any Lot disturbed as a result of grading or construction shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan.

7.10 Wood Burning Devices: Only one wood burning device shall be allowed per residence.

7.11 Fire Hazard Mitigation: All Owners shall comply with the Wildland Urban Interface Fire Protection plan prepared for the Subdivision, a copy of which is attached hereto as **Exhibit B**. Declarant may not have completed all aspects of the Wildland Urban Interface Fire Protection plan as it relates to specific lots prior to sale of each lot, in which case, the owner/purchaser shall be required to complete such work. If the Wildland Urban Interface Fire Protection plan is amended or modified, the amended version shall replace **Exhibit B** attached hereto, and any recordation of the replacement **Exhibit B** as an amendment to this Supplemental Declaration shall not be deemed to be an amendment which is subject to approval by the Owners pursuant to Section 11.2 below.

ARTICLE 8. Easements

8.1 Utility Easements: Declarant reserves the right to construct utilities and irrigation facilities within any Utility Easement and any road right of way depicted on The Legacy Ranch Plats, and to grant easements for the repair and maintenance of any such utility or irrigation facility. Additionally, snow may be placed within any Utility Easement abutting a road, for the placement of snow plowed, blown or otherwise cleared from driveways, roads, or Open Space. No Building Improvements shall be constructed within any Utility Easement other than utility or irrigation-related improvements, or as may be permitted pursuant to the Design Guidelines. All Utility Easements are reserved in perpetuity.

8.2 Snow Removal Easements: Snow may be placed within any Snow Removal Easement, as well as in any Open Space, for the placement of snow plowed, blown or otherwise cleared from driveways, roads, trails or Open Space. No Building Improvements shall be constructed within any Snow Removal Easement other than those improvements which may be allowed when a Snow Removal Easement is combined with other easements, such as a Utility Easement, or as may be permitted pursuant to the Design Guidelines.

8.3 Migratory Ridge Access Easements: Owners of Ridge Lots shall have the right to install utilities and construct a driveway to access their property from Migratory Ridge Way across adjacent Migratory Ridge Phase 2 Open Spaces and the Migratory Ridge Legacy Ranch Open Spaces. Declarant grants this easement pursuant to Section 9.4 of the General Declaration. Owners shall maintain all improvements constructed by them within the Migratory Ridge Access Easement to their property, and shall only construct improvements specifically approved by the DRC within such easement.

8.4 Recreation Easements: The Recreation Easements depicted at **Exhibit A** attached hereto shall be reserved for such recreational uses as the Declarant shall designate, in Declarant's sole discretion, including but not limited to the following uses: pedestrian, bicyclists, and skiers, and the use of motorized equipment to maintain and prepare trails for the same. Declarant shall also have the right to place recreational facilities and features within any Recreation Easement, and the right to grant easements for the maintenance and repair of such facilities and features. Declarant shall also have the sole discretion to identify allowable users of the Recreation Easements. Declarant may, in its sole discretion, vacate all or any of the Recreation Easements. In the case of any conflict between the location of the Recreation Easements, as depicted at **Exhibit A**, and as actually located on the ground, the on-ground location shall control. The Declarant and the Owner of any Lot can jointly agree to modify the location of a recreation easement located on the Lot pursuant to a written agreement recorded with Adams County, Idaho.

8.5 Slope Easements: Declarant reserves the right to complete construction of the cut slope located within any Slope Easement, and for the Whitetail Property Owner's Association to maintain the same as needed. Declarant shall complete the construction of cut slopes to the standards depicted in the documents submitted to and approved by the county in which the slope is located. Upon completion of

construction, the Association shall be solely responsible for the maintenance of such cut slopes as needed, which shall be part of its Property Maintenance Function. No Building Improvements shall be constructed within any Slope Easement, except as may be permitted pursuant to the Design Guidelines. All Slope Easements are reserved in perpetuity.

ARTICLE 9. Roads and Warren Court Access

9.1 Roads: All streets and roads which are depicted on The Legacy Ranch Plats are private roads and shall permanently remain private roads. Neither Valley County, or Adams County, nor any other governmental entity shall have responsibility for the maintenance, repair or upkeep of any of such streets or roads unless, and to the extent, such responsibility is accepted in writing in whole or in part by Valley County, or Adams County or other governmental entity. Declarant shall complete the construction of such roads to the standards depicted in the documents submitted to and approved by the county in which the road is located. The said roads shall be transferred by Declarant to the Association not later than the Conversion Date. Upon completion of construction of the roads, the Association shall be solely responsible for the year-round maintenance, repair and upkeep of such roads, which shall be part of its Property Maintenance Function. Said private roads are irrevocably dedicated for the nonexclusive use and enjoyment of the members of the Whitetail Property Owner's Association, together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in this Declaration, which shall in no event divest the members' right of use as aforesaid.

9.2 Warren Court Access: The Warren Court Access depicted on the Adams County Plat provides access from Warren Court in King's Pines Estates IV to Red Valley Trail. Use of the Warren Court Access is subject to the terms of the Whitetail Access Easement described at Section 2.8 above. Declarant shall complete the construction of the road located within the Warren Court Access to the standards depicted in the documents submitted to and approved by Adams County. Upon completion of construction of the road, the Association shall be solely responsible for the year-round maintenance, repair and upkeep of such road, which shall be part of its Property Maintenance Function.

9.3 Entrance Gate and Fencing: The entrance gate adjacent to the Warren Court Access, and all exterior fencing located within the Affected Property, shall be subject to the terms of Section 7.12 of the General Declaration, which requires, among other things, that the Association is required to maintain all entrance gates and exterior fencing, that all emergency service providers' requirements related to gates shall be complied with, including but not limited to requirements related to locks and emergency access.

ARTICLE 10. McCall Fire Protection District Charges

10.1 Charges for The Adams County Lots: The following shall be paid to the McCall Fire Protection District ("**Fire District**") related to the Adams County Lots:

(a) The Owner of each Adams County Plat Lot shall pay the sum of \$2,000 to the Association prior to the issuance of a building permit for the first dwelling unit constructed on the Lot. Payment of this sum shall be required prior to receiving final Design Review approval from the DRC. The Association shall pay the fee to the Fire District.

(b) The Association shall pay to the Fire District the sum of \$15,500 annually for ten years, beginning with the year that the Adams County Plat is recorded. There are 30 Adams County Lots that have been annexed into the Fire District, and the owner of each such Lot shall contribute \$500 to pay its share of this cost pursuant to a Local Maintenance Assessment. The Owner of Lot 4 Block 1 shall not be obligated to pay this fee because it has not been annexed into the Fire District.

10.2 Amendment: The provisions of this Article 10 may not be amended or revoked without the prior written consent of the Fire District.

ARTICLE 11. Miscellaneous

11.1 Duration of Supplemental Declaration: This Supplemental Declaration shall run with and bind the Affected Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Supplemental Declaration is recorded. After such time, this Supplemental Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by: the Declarant; the Club Member; any Declarant-Assignee Priority Member; and, the Association, upon the affirmative vote of said Class B and C Members, and ninety percent (90%) of the Class A Members is recorded, agreeing to terminate this Declaration, in which case this Declaration shall be terminated as specified therein.

11.2 Amendment:

(a) By the Board: Except as limited or committed to action by the members, either by the Articles, the Bylaws, the General Declaration, or this Supplemental Declaration, and except as provided in subsection (a) above, the Board shall have the power to amend this Supplemental Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall amend any portion of this Supplemental Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to this Supplemental Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(b) By Owners: Thereafter and otherwise, this Supplemental Declaration may be amended as follows: upon the affirmative vote of 75% of the Owners of Lots shown on the Legacy Ranch Plats, present in person or by proxy at a meeting called for that purpose, and the approval of Declarant and the Association, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Declarant and the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) By Declarant: The Declarant may unilaterally make, amend and repeal any provisions of this Supplemental Declaration at any time prior to the closing of the sale of the first Unit in the Affected Property.

(d) Validity and Effective Date of Amendments: Amendments to this Supplemental Declaration shall become effective upon recordation in the land records of Valley County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

If an Owner consents to any amendment to this Supplemental Declaration or any of the Association Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid County, State, or Federal Permit applicable to the PUD; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

11.3 Effect of Provisions of Supplemental Declaration: Each provision of this Supplemental Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Supplemental Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Supplemental Declaration: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Whitetail is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Whitetail by an Owner or the Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Association, as the case may be, (c) shall, as a personal covenant, be binding on such Owner or the Association and such Owner's or the Association's respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner; shall, if a personal covenant of the Association, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner; (f) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within Whitetail; (g) shall, as a real covenant and also as an equitable servitude, be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by Declarant within Whitetail and for the benefit of any and all other real property within Whitetail; and (h) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within Whitetail which lien with respect to any Unit shall be deemed a lien in favor of Declarant and the Association, jointly and severally, and, with respect to any real property owned by the Association, shall be deemed a lien in favor of Declarant.

11.4 Enforcement and Remedies: Each provision of this Supplemental Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Association as provided in Section 17.4 of the General Declaration

11.5 Protection of Encumbrancer: No violation or breach of, or failure to comply with any provision of this Supplemental Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners of fee simple title to the property and giving notice of such violation, breach or failure to comply, nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Supplemental Declaration with the exception that violations or breaches of, or failures to comply with, any provisions of this Supplemental Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

11.6 Limited Liability: Neither Declarant, the Association, the DRC, the Board nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

11.7 Successors and Assigns: Except as otherwise provided herein, this Supplemental Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

11.8 Severability: Invalidity or unenforceability of any provision of this Supplemental Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Supplemental Declaration.

11.9 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Supplemental Declaration.

11.10 No Waiver: Failure to enforce any provisions of this Supplemental Declaration shall not operate as a waiver of any such provision or of any other provision of the Supplemental Declaration.

[Signature Pages To Follow]

IN WITNESS WHEREOF Declarant has executed this Supplemental Declaration the day and year written by its signature below.

SHORE LODGE WHITETAIL LLC
By ALSCOTT, INC., its Manager

By: _____ Date: _____
DANIEL R. SCOTT,
Executive Vice President of Alscott, Inc.

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

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared DANIEL R. SCOTT, known or identified to me to be the Executive Vice President of Alscott, Inc., which is the Manager of Shore Lodge Whitetail LLC, the limited liability company that executed the instrument or the person who executed the instrument 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: _____

J. AND L. POOLEY REVOCABLE TRUST

By: _____
LESLIE A. POOLEY, *Co-Trustee*

STATE OF _____,)
(ss.
County of _____.)

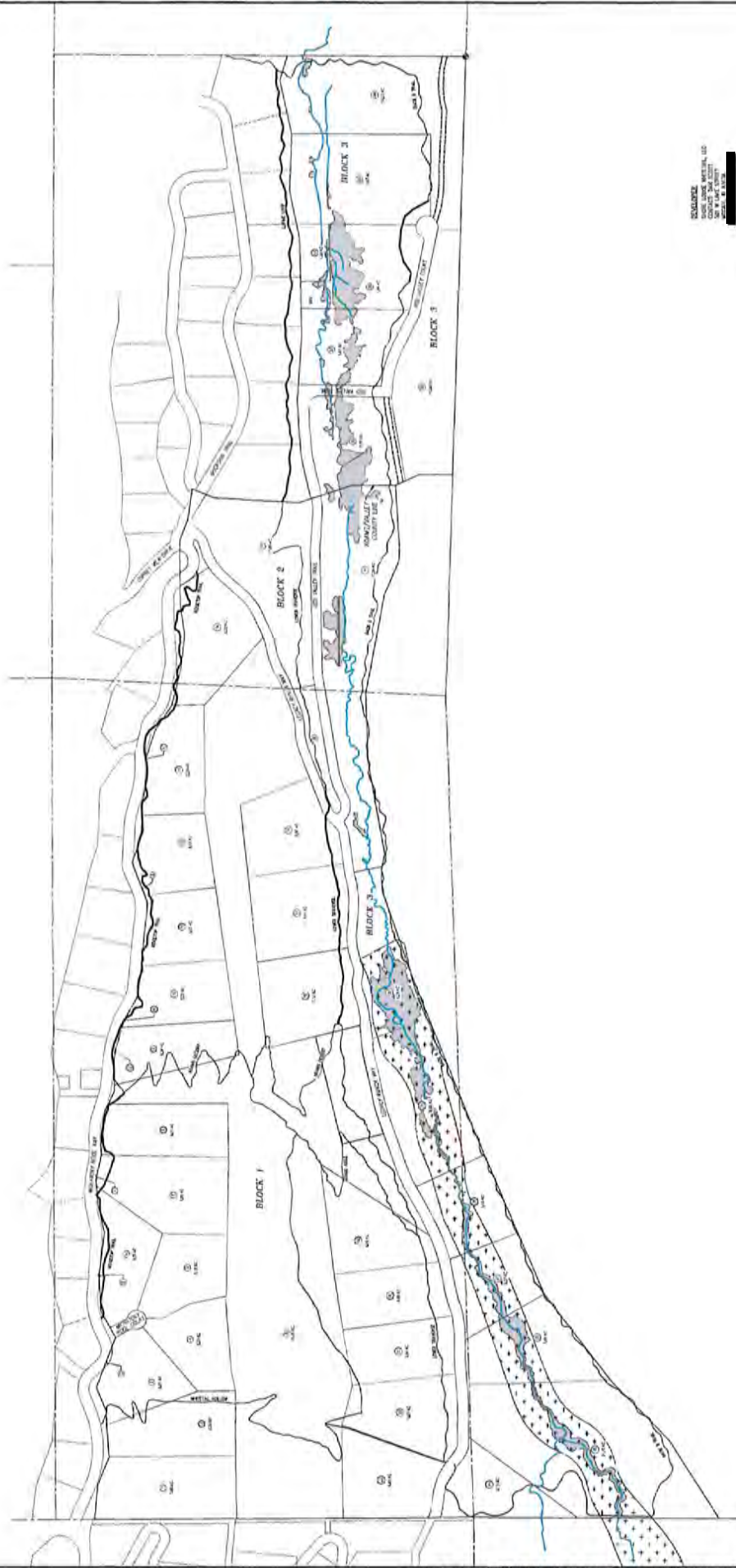
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My Commission Expires: _____

EXHIBIT A
DEPICTION OF RECREATION EASEMENTS

LEGACY RANCH AT WHITETAIL CLUB Adams & Valley County

EXHIBIT A



LEGACY RANCH AT WHITETAIL CLUB
ADAMS & VALLEY COUNTY
SALES & MARKETING EXHIBIT MAP

NIVIS
800-845-5555
www.nivis.com

LEGACY RANCH AT WHITETAIL CLUB
ADAMS & VALLEY COUNTY
SALES & MARKETING EXHIBIT MAP

PROJECT NUMBER: 228172-3000338.00
PROJECT NAME: B000338_LEGSP_VALLEY

DATE: 1/27/2024 5:10 PM
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]
DATE: 1/27/2024

EXHIBIT B
WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

LEGACY RANCH AT WHITETAIL CLUB WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

A proposed subdivision located in the parts of Adams and Valley County within portions of Sections 11, 12, 13, T18N, R2E.



June 11, 2023



John Lillehaug
PO Box 1250 McCall, ID. 83638



Purpose

Adams and Valley County Community Wildfire Protection Plans (CWPP) acknowledges that wildfire hazard areas exist throughout their respective county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. Valley County requires a *Fire Protection Plan* to assist the 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). Adams County does not have a requirement for a *Fire Protection Plan*. However, McCall Fire District as part of the developer's request to annex this proposed subdivision into the McCall Fire District is requesting a formal *Fire Protection Plan*. The objective of this document is to describe the proposed **Legacy Ranch at Whitetail Club** subdivision and identify clear priorities for the implementation of wildfire mitigation.

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 located within 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 **Legacy Ranch at Whitetail Club** proposed subdivision consists of a parcel of land (approximately 380 acres in size) that is planned to be developed into thirty-seven (37) various sized lots that will eventually that will add more structures to the Adams and 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 or riparian area for the two intermittent Class II streams. The overall health of the timber stand is in good condition however, no management activity has occurred for at least 25-30 years. Natural regeneration trees (young trees) has become well established to the point of overcrowding therefore, vegetative treatments are recommended to be completed to mitigate the wildfire hazard and provide protection to future homes. These are outlined in **Section B Wildfire Risk Mitigation** portion of this document and include the following:

1. complete vegetative treatments prior to selling lots and install defensible space guidelines for individual lots.
2. evacuation planning

Section A *Wildfire Risk Assessment:*

1. Site Description:

The **Legacy Ranch at Whitetail Club** proposed subdivision consists of the following parcels:

Valley County: RP18N02E133560 (approximately 65 acres)
Adams County: RP18N02E110005 (approximately 41 acres)
 RP18N02E123006 (approximately 236 acres)
 RP18N02E133011 (approximately 39 acres)

The property lies about 1 & 1/2 airmiles west of McCall and consists of about 380 acres. Access to the individual lots will be provided by the Whitetail Club Road system (which is a gated community) that are private roads with a paved road surface. Topography ranges from flat in the meadow areas to steep timbered slopes (i.e., 10 to 40%), the elevation ranges from about 5150 to 5470 feet. The county line determines which watershed and direction the water flows. The Adams County intermittent unnamed Class II stream eventually is part of the Little Salmon River watershed while in Valley County the intermittent Class II is the headwaters of Duffner Creek which is a tributary of the North Fork Payette River. The proposed subdivision consists of thirty-seven (37) lots that range from about 5 to 20 acres in size and two common areas (about 74 acres).

2. Existing Vegetative and Fuel Hazard Conditions:

The property is about 85% forested with a 100% canopy cover of conifer tree species consisting of Ponderosa pine (65%), Douglas-fir (30%) and Grand Fir (5%) with a few Lodgepole pine and Spruce. The deciduous tree canopy consists primarily of Aspen. The understory vegetation consists of snowberry, Ninebark, Huckleberry, and several species of willows along with various forbs and grasses.

The timber stand was commercially thinned at least 25-30 years ago as part of a larger ownership. However, no management activity has occurred since that time. The overall existing timber stand is now 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 natural regeneration has become well established with many trees growing in the overcrowded clumps (trees per acre may range from 100 to 1,000 plus). This age group is a medium to high component of the overall timber stand.

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 small to medium component of the overall timber stand often found growing within the same overcrowded clumps, as an plantation, or as a suppressed tree growing directly underneath a larger tree.
3. **Overstory:** Trees range from 10 to 25 plus inches D.B.H., heights range from 70 to over 100 feet tall, and ages range from 75 to over 100 years. Trees per acre range from 10 to 100 as the Basal Area (a representation of how close the trees are growing to each other) per acre ranges from 40 to 140 square feet.

Adams County parcels: The primary timber stand exceeds 210 acres with a west facing aspect and slopes that range from 10 to 40% from the meadow to the ridgetop. The change in elevation of 320 feet over ¼ to 1/3-mile distance gives a relative perspective of the steepness of the slope. The mixed tree species canopy is 100% with a few open spots. The overstory age group ranges from 40 to over 120 square feet of Basal Area per acre which translates to an average spacing of 10-20 feet apart. Ponderosa pine comprises about 80% of this age group. It is a shade intolerant species that prefers open and drier growing conditions. This species is naturally more resistant to fire due to the heavy bark layer and usually self-prunes its lower dead branches. Douglas-fir comprises about 15% of this age group and is a relative shade tolerant species that likes to grow in more shaded conditions. This tree species can be considered somewhat fire resistant when older and has a thicker bark however, it tends not to self-prune its branches readily. Grand Fir comprises about 5% of this age group and is a shade tolerant species that prefers lots of shade and wetter conditions. This tree species is very susceptible to fire due to its thin bark and live branches that often hang low to the ground.

The natural regeneration (younger and smaller trees) has become well established growing in many overcrowded clumps of sapling/pole sized trees where the average spacing may be 3 to 5 feet or less apart. These overcrowded clumps create a very high wildfire risk due to the high fuel loading (close spacing) and ladder fuel (limbs from the ground level up) for a fire to creep up the branches and become a destructive crown fire.

This timber stand is extremely overstocked to maintain good growing conditions and is a very high hazard risk for wildfire. The average number of trees per acre and spacing between trees (when including all age groups) far exceeds the recommended carrying capacity for good growth rates- 70 trees per acre or 25 foot spacing for the overstory age group and less than 200 trees per acre or 15 foot spacing for the sapling/pole size age group.

Valley County parcel: The timber stand is about 30-35 acres (the remaining acreage is meadow or riparian area along Duffner Creek) with an east facing aspect and slopes that range from 5-20%. Most of this timber stand is comprised of Ponderosa pine (90%) that were planted at least 35 years ago when the property was owned by an Industrial private landowner. The Ponderosa pine were planted approximately 8-10 feet apart and are now 10-14 inches DBH and about 40 feet tall. The average Basal Area per acre is about 60-80 square which translates to around 300-400 trees per acre. Some natural regeneration has become established inside this old plantation to create a few overcrowded clumps. Other species include Douglas-fir, Grand Fir and Lodgepole pine in all three age groups but primarily overstory age group size. Most of these species are either scattered throughout the plantation or growing in clumps between the old existing road next to the white fence and the meadow where Duffner Creek flows.

Within the plantation the wildfire risk comes from Ponderosa pine not self-pruning their lower branches and almost touching the ground level. The ladder fuel of these low hanging branches increases the risk of a crown fire. Outside of the plantation the wildfire risk comes from overcrowding much like the Adams County timber stand.

Overall, the timber stand (both Counties) health is good with minimal activity by various bark beetles. The Western Pine bark beetle normally attacks the larger Ponderosa pine while the *Ips pini* bark beetle prefer trees six inches or less D.B.H. or the tops of larger trees. The *Scolytus* (Fir Engraver) attacks Grand Fir and either kills the tree or just the tops of some trees. Any trees that are observed to being attacked bark beetles should be removed immediately to keep the infestation from spreading. Recommend not cutting Ponderosa pine before July 1 to avoid attacks from the *Ips pini* bark beetle.

Other forest health issues noted were as follows: Some of the overstory Lodgepole pine are moderately infected by *Dwarf Mistletoe* which can be identified by the brooming of the branches. This disease can be a major problem because it infects the younger Lodgepole pine growing underneath. Removal of these trees is important to manage the amount of infection within the smaller trees. The large brooms also can be a spot where embers from wildfire land and cause a crown fire.

Another fungus problem with the Ponderosa and Lodgepole pine is *Western Gall rust* which 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.

Maintaining the timber stand with healthy vigorously growing trees will minimize losses from insect and disease losses and wildfire risk. See **Appendix A** for Forest Pest Fact Sheets on these insect and disease problems.

4. Fire History

The fire history records from all jurisdictional agencies show a very low occurrence from lightning or human caused ignitions. 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 the Adams County primary timber stand is at great risk from a wildfire being pushed by a strong wind, gaining speed as it travels upslope and throwing embers ahead of the fire. Paul Wagner, Chief Fire Warden for SITPA, ran a fire behavior model to demonstrate what a wildfire could do given these conditions: Any day in late August with a 4 MPH wind and within an hour's time a wildfire starting near the meadow area could burn 26-46 acres and throw embers .2 mile ahead. The same day with an 8 MPH windspeed the number increased dramatically- possibly burning 282 acres and throwing sparks out to .4 mile. See Mr. Wagner's letter for more details in **Appendix A**.

5. Existing Roads and bridges

Migratory Ridge Way is a paved road located on the ridgetop or east boundary for the Adams County portion of this proposed subdivision. Red Valley Trail is a paved road located at the bottom of the timbered slope adjacent to the meadow. Legacy Ranch Way ties the two roads together. All are private gated roads that will provide access to Lots 1-31 (all within Adams County). An existing road (Red Valley Court) will be reconstructed to access Lots 32-37 for the Valley County parcels.

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

There is one existing single-family private Lot with structures inside the property boundary. This proposed subdivision density at full development (37 lots) is one single family unit per about 10 acres.

7. Infrastructure that may affect wildfire risk.

The primary timber stand within the Adams County parcels is a large contiguous stand of trees with very 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. There are two existing overhead powerlines within the timber stand. One is a large transmission line that provides most of McCall's electricity. Trees falling across the lines could be a potential ignition source for a wildfire.

Most of the timber stand within the Valley County parcel is also a contiguous tree canopy where the crowns are touching and limbs growing from the ground level up.

A major housing development is located on the east side of the ridge from this proposed development. This portion of Whitetail Club consists of many high value residences that are located within a similar dense steep slope timber stand. Another subdivision (Kings Pine Estates) that contains high value residences is located along the north boundary. The potential risk from a human ignition source is great.

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

The existing roads (Migratory Ridge Way, Red Valley Trail, and Legacy Ranch Way) are gated private roads that limit access, are paved, and have a wide running surface (typically about 24 feet wide) which provides good access for firefighting equipment. The lack of available water sources for drafting may be a limiting factor for providing sufficient water for fire suppression. However, there are hydrants available along the Migratory Ridge Way that are a part of the Whitetail Club property that could be a source of water. This property is within a short response time to many types of firefighting resources located within the McCall area including aircraft.

The DF Development property along the western boundary has recently been logged. The harvest opened the tree canopy to create a wider spacing between crowns and reduced the fuel load (fewer trees) which will minimize the wildfire risk to both properties.

9. Current structural and wildfire jurisdictional agencies

There is no current structural fire jurisdiction for much of this development unless the requested annexation by McCall Fire District is approved, five and ½ proposed Lots are located in Valley County, and thus within the boundary of the McCall Fire District. Southern Idaho Timber Protective Association (SITPA) provides wildfire protection for all timber lands in the area.

The proposed Lots within the Valley County parcel are at a lower wildfire risk due to the relatively flatter ground and less overcrowding of trees particularly within the plantation. The risk to the timber stand would come from a wildfire starting on DF Development property and fanned by a strong wind. The ladder fuel from low hanging branches could allow a fire to creep up into the crowns.



Most of the timber stand in Valley County parcel is an old plantation of Ponderosa pine. Trees now at the age where the crowns are starting to touch and have not self-pruned the lower dead branches.

Wildfire Risk Assessment Summary:

The proposed Lots within the Adams County parcels are at a very high potential risk of a wildfire destroying the timber stand plus any structures that may be constructed in the future or even possibly to the existing structures on the east side of the ridge. The terrain (steep and upslope), 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.



Primary timber stand within Adams County- overcrowded clumps within all age groups. Live crowns touching, low hanging branches, upslope steep terrain all factors in a crown fire.

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

Migratory Ridge Way and Red Valley Trail will be the primary ingress and egress routes. These private paved roads are suitable for emergency vehicles and can provide an adequate evacuation route. Red Valley Court when reconstructed will be the ingress and egress route for the Valley County Lots.

2. Water supply for structural and wildland fire responses

Each residence will be on an individual well system and the lack of nearby water sources for drafting will limit firefighting suppression efforts to refill their engines and water tenders. A possible water supply might be the hydrants located at the top of the ridge along Migratory Ridge Way. Helicopters will have to rely on nearby ponds or possibly the North Fork Payette River as a source for dipping.

3. Estimated response time and distance for jurisdictional fire agencies

Estimated response time for McCall Fire District and SITPA is at least 15 minutes as they are over 6 miles away from the proposed development. Additional wildfire resources from federal agencies are available on request.

4. Proposed internal fire protection systems.

The McCall Fire District is requiring internal sprinkler systems to be installed within all individual residences located more than 1,000 feet from an existing hydrant.

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 should not exceed 10% grade, 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 and the current respective 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 must 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 MFD 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.

- Create a shaded fuel break within the right of way easement (70 feet) of Migratory Ridge Way, Red Valley Trail, Legacy Ranch Way, and the proposed reconstructed road Red Valley Court. The shaded fuel break would be created by spacing trees 15 to 25 feet apart (depending on the diameter of the remaining trees), pruning the lower branches 6 to 8 feet above ground level, and disposal of the woody debris by mastication or physical removal.
- Thinning throughout all timber stands of trees 8 inches or less DBH is needed to space the trees so that their crowns are not touching and reduce the risk of a wildfire. The spacing may range from 12 to 15 feet apart depending on the diameter of the tree and width of its crown. This would reduce the number of trees to approximately 200 per acre.

- Pruning the lower branches (i.e., ladder fuel) at least six (6) from the ground level not exceeding one-third the tree height will help keep a fire on the ground where it is easier to suppress.
- A commercial thinning utilizing a Single Tree Selection treatment within the overstory would also minimize the risk of a wildfire. Removal of the poor quality (i.e., crooked, forked top, or trees with less than one-third their height in live crown) trees would benefit the overall stand health and the selection of poor fire-resistant trees such as the Grand Fir would minimize the risk of wildfire. Thinning could control the spacing level (range from 20-25 feet apart) and create adequate openings between live crowns.
- Aspen trees or clumps of tall shrubs should also be managed by removing the dead or dying stems.
- All the woody debris created from the thinning treatments should be treated within the project area by mastication or disposed on site by piling and burning (at the proper time).

*The primary objective for vegetation treatment to reduce the fuel load and protect each individual Lot future building structures would be the creation of a Defensible Space **before** each residence is constructed.*

At a minimum, the Defensible Space guideline for each residence should follow the **Firewise** standards (see **Appendix A** for **Firewise** information pamphlets). The Defensible Space zone treatments are as follows:

1. **Immediate Zone-** 0 to 5 feet around the house.
 - a. Trim branches that will overhang the home, porch, or deck.
 - b. Prune the lower branches of large trees at least 6 to 10 feet from the ground level.
 - c. Recommend using rock or gravel instead of flammable vegetation or mulches next to the house.
2. **Intermediate Zone-** the next 5 to 30 feet from the house.
 - a. Space trees to have a minimum of 10 to eighteen feet between the crowns with the distance increasing with the percentage of slope. Trees and shrubs can be limited to small clusters or groups of a few each to break up the continuity of vegetation across the landscape.
 - b. Remove the ladder fuel by pruning the lower branches at least six to ten feet from the ground. For shorter trees do not exceed 1/3 of the overall height when pruning. Pruning will minimize the risk of surface fire reaching the crowns.
 - c. Keeping this zone green as much as possible in the hot dry summer months will also minimize surface fire from reaching the residence.

3. **Extended Zone-** the next 30 to 100 feet from the house.
 - a. Space trees to have a minimum of 6 to 10 feet between the crowns with the distance increasing with the percentage of slope.
 - b. Remove the ladder fuel by pruning the lower branches at least 4 to 6 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 (such as Ponderosa pine, Western Larch, and Douglas-fir) resistant to fire.
- 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 reduction capabilities to ensure that mitigation measures are adequate.
- Vegetation encroachment within the 100' zone of each structure will be reduced annually. This may be accomplished by the homeowner, during a community workday, or by a professional contractor hired by the homeowner.
- Woody debris can 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 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 and individual driveways to maintain a clear running surface to provide good access for firefighting equipment.

The following agencies and entities will be contacted to receive project-specific information and to provide input on the final Wildfire Protection Plan for the **Legacy Ranch at Whitetail Club** proposed subdivision:

- Adams and Valley County Planning and Zoning Commissions
- McCall Fire District
- Southern Idaho Timber Protective Association (SITPA)
- Wildfire Prevention Associates, LLC



A timber stand that was thinned and woody debris masticated created adequate crown and tree spacing plus the ladder fuel was pruned to minimize risk from a crown fire.



White Cloud subdivision wildfire in 2016. The fire started on September 6, a mild late summer afternoon. The daytime temperature was 73 degrees, low RH (Relative Humidity of 11%, the wind speed average was 5 mph with gusts of 10-13 mph. This fire was on relatively flat ground at about a tenth to one quarter in size at the first response. Within the next 60-90 minutes it increased to 60 acres before being contained.

APPENDIX A

Maps:

- Preliminary plat map
- Adams and Valley aerial parcel maps
- Contour map

Information References:

- Letter from Paul Wagner, Chief Fire Warden SITPA
- Living with Fire in Valley County
- Reducing Wildfire Risks in the Home Ignition Zone
- VCFWG Wildfire Evacuation Checklist
- Forest Pest Fact Sheets

Websites:

WUI references

www.idahofireswise.org

www.facebook.com/VCFWG

NFPA Code references

Class 2 Ignition standards IWUIC 505

<https://codes.iccsafe.org/content/IWUIC2018/chapter-5-special-building-construction-regulations>

Defensible Space Section 606

https://codes.iccsafe.org/content/IWUIC2018/chapter-6-fire-protection-requirements#IWUIC2018_Ch06_Sec603