

**APPLICATION FOR
AMENDMENT TO CUP 21-40**

**JUG MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT
PHASE 3B Preliminary Plat**

PREPARED FOR:
VALLEY COUNTY
December 20, 2022

PREPARED BY:

APPLICANT

Jug Mountain Ranch LLC
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PO Box 2332
McCall, ID 83638
[REDACTED]
[REDACTED]

ATTORNEYS

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[REDACTED]

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McCall, ID 83638
[REDACTED]

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Valley County, Idaho

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Valley County Planning and Zoning Department

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



Conditional Use Permit Application Amendment to CUP 21-40

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input checked="" type="checkbox"/> Check # <u>245</u> or <input type="checkbox"/> Cash
FILE # <u>C.U.P. 22-55</u>	FEE \$ <u>800 -</u>	
ACCEPTED BY _____	DEPOSIT <u>1000 -</u>	
CROSS REFERENCE FILE(S): _____	DATE <u>12-20-2022</u>	
PROPOSED USE: <u>Amend CUP 21-40 Phase 3B Jug Mtn Ranch PUD</u>		

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

Applicant's Signature: [Signature] Date: 12-15-22

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

- ☐ A **detailed project description** disclosing the purpose, strategy, and time frame of construction. Include a phasing plan if appropriate. Address fire mitigation, utilities, fencing, access, emissions, dust, noise, and outside storage.
- ☐ A **plot plan**, drawn to scale, showing the boundaries, dimensions, area of lot, existing and proposed utilities, streets, easements, parking, setbacks, and buildings.
- ☐ A **landscaping plan**, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list indicating the size, quantity, location and name (both botanical and common) of all plant material to be used.
- ☐ A **site grading plan** clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- ☐ A **lighting plan**.
- ☐ **Names and addresses of property owners** within 300 feet of the property lines. Information can be obtained through the GIS Portal at www.co.valley.id.us. Only one copy of this list is required.
- ☐ **Ten (10) copies** of the application, project description, plot plan, landscaping plan, grading plan, and impact report are required.

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

Subject to Idaho Statute Title 55 Chapter 22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

APPLICANT JUG MOUNTAIN RANCH LLC PHONE [REDACTED]
 Owner ☐ Purchaser ☐ Lessee ☐ Renter ☐

MAILING ADDRESS PO BOX 2332, McCALL, ID 83638 ZIP

EMAIL: [REDACTED]

PROPERTY OWNER CAREY REAL ESTATE MANAGEMENT LLC

MAILING ADDRESS PO BOX 2332, McCALL, ID 83638 ZIP

EMAIL: [REDACTED]

AGENT / REPRESENTATIVE AMY PEMBERTON, MPH LLP PHONE [REDACTED]

MAILING ADDRESS PO BOX 1066, MCCALL, ID 83638 ZIP

EMAIL [REDACTED]

CONTACT PERSON (if different from above) _____

MAILING ADDRESS _____ ZIP _____

EMAIL _____ PHONE _____

PROPERTY INFORMATION

ADDRESS OF SUBJECT PROPERTY _____

PROPERTY DESCRIPTION (either lot, block & subdivision name or attach a recorded deed with a metes and bounds description.)
SEE EXHIBIT 13

TAX PARCEL NUMBER(S) RP 17N04E060006 (A PORTION OF)

Quarter SE1/4 SE1/4 Section 6 Township 17N Range 4E

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

2. SIZE OF PROPERTY 29.37 Acres ☒ or Square Feet ☐

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

FORESTED, NO STRUCTURES

4. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, and/or soil or water contamination)? If so, describe and give location: NO

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

North TIMBER

South JUGHANDLE ESTATES - RESIDENTIAL

East TIMBER

West JMR PHASE 3A - RESIDENTIAL

APPLICATION DETAILS

6. MAXIMUM PROPOSED STRUCTURE HEIGHT: SEE JUG MOUNTAIN RANCH DESIGN GUIDELINES & SUPPLEMENTAL DECLARATION FOR PHASE 3B

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

Number of Proposed Structures: _____

Number of Existing Structures: _____

Proposed Gross Square Feet

Existing Gross Square Feet

1st Floor _____

1st Floor _____

2nd Floor _____

2nd Floor _____

Total _____

Total _____

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

8b. TYPE OF STRUCTURE: Stick-built ☒ Manufacture Home ☐ Mobile Home ☐ Tiny Home ☐ Other ☐ _____

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

SQUARE FOOTAGE OF EXISTING RESIDENTIAL STRUCTURES: N/A

8d. DENSITY OF DWELLING UNITS PER ACRE: SEE JUG MOUNTAIN RANCH DESIGN GUIDELINES & SUPPLEMENTAL DECLARATION FOR PHASE 3B

9. SITE DESIGN: SEE AMENDED PRELIMINARY PLAT

Percentage of site devoted to building coverage: _____

Percentage of site devoted to landscaping: _____

Percentage of site devoted to roads or driveways: _____

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

Total: 100%

10. PARKING (If applicable):

Office Use Only

a. Handicapped spaces proposed: _____

Handicapped spaces required: _____

b. Parking spaces proposed: _____

Parking spaces required: _____

c. Number of compact spaces proposed: _____

Number of compact spaces allowed: _____

d. Restricted parking spaces proposed: _____

e. Are you proposing off-site parking: _____

11. SETBACKS:	<u>BUILDING</u>	<u>Office Use Only</u>	<u>PARKING</u>	<u>Office Use Only</u>
	Proposed	Required	Proposed	Required
Front	<u>25 FEET</u>	_____	_____	_____
Rear	<u>25 FEET</u>	_____	_____	_____
Side	<u>15 FEET</u>	_____	_____	_____
Side Street	_____	_____	_____	_____

12. NUMBER OF EXISTING ROADS: NONE, BUT ACCESS IS FROM YORK ST Width: 70' ROW, 20' PAVED

Existing roads will be: Publicly maintained? ☐ Privately Maintained? ☒ or Combination of both? ☐

Existing road construction: Gravel ☐ Paved ☒ or Combination of both? ☐

13. NUMBER OF PROPOSED ROADS: 3 Proposed width: 70' ROW, 20' PAVED

Proposed roads: Publicly maintained? ☐ Privately Maintained? ☒ or Combination of both? ☐

Proposed road construction: Gravel ☐ Paved ☒ or Combination of both? ☐

14. ARE SHARED DRIVEWAYS PROPOSED? If so, please explain why. Yes ☐ No ☒

15. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS:
CENTRAL WATER AND SEWER SYSTEMS ARE LOCATED IN JUG MOUNTAIN RANCH PUD

16. PROPOSED UTILITIES: INDIVIDUAL SEPTIC SYSTEMS, IDAHO POWER FOR POWER SERVICE, ZIPLY FIBER FOR TELEPHONE AND INTERNET, CONNECTION TO JUG MOUNTAIN RANCH CENTRAL WATER SYSTEM

Proposed utility easement widths SEE AMENDED PRELIMINARY PLAT Locations _____

17. SEWAGE WASTE DISPOSAL METHOD: Septic ☒ Central Sewage Treatment Facility ☐
Name: _____

18. POTABLE WATER SOURCE: Public ☐ JUG MOUNTAIN RANCH CENTRAL WATER SYSTEM Water Association ☒ Individual Well: ☐

If individual, has a test well been drilled? _____ Depth _____ Flow _____ Purity Verified? _____
Nearest adjacent well _____ Depth _____ Flow _____

19. DRAINAGE (Proposed method of on-site retention): SEE EXHIBIT 4

Any special drains? _____ (Please attach map)

Soil type(s): SHELLROCK LOAMY COARSE SAND

(Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)

Stormwater Prevention Management Plan will need approval from Valley County Engineer.

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

21. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes ☒ No ☐
SEE EXHIBIT 4

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

23. IS THERE ANY SITE GRADING OR PREPARATION PROPOSED? Yes ☐ No ☐

If yes, explain:

PHASE 3B WILL BE COMPLETELY DEVELOPED AT ONE TIME

24a. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☐ No ☒

Are you proposing any alterations, improvements, extensions or new construction? Yes ☐ No ☐

If yes, explain: _____

24b. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights and are in an irrigation district.
Submit letter from Irrigation District, if applicable.

25. COMPLETE ATTACHED WEED CONTROL AGREEMENT

26. COMPLETE ATTACHED IMPACT REPORT

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**Exhibit 3
NARRATIVE**

A. THIS APPLICATION.

1. **Summary.** Jug Mountain Ranch LLC (“JMR”) is applying to amend CUP 21-40, which was a preliminary plat approval for JMR Phase 3B. The amended Preliminary Plat is attached as **Exhibit 2**. A copy of CUP 21-40, which was approved on December 21, 2021, is attached as **Exhibit 6** together with the P&Z minutes and the Findings and Conclusions. The proposed amendments to CUP 21-40 are to incorporate the attached preliminary plat to set forth lot lines and related improvements for Phase 3B, which preliminary plat modifies CUP 21-40 as follows: The number of lots are reduced from 16 to 12, the open space acreage is increased, and septic systems will be utilized for the 12 lots in Phase 3B.
2. **Reason for Amending CUP 21-40.** The reason for the proposed modification is that, prior to approving any additional final platting in JMR, the Idaho Department of Environmental Quality (“DEQ”) is requiring revised JMR water and sewer facilities plans, which are very near completion, together with the implementation of the sewer facilities plan to the extent necessary to increase the capacity to incorporate the platted lots. This requirement was imposed due to new rules requiring testing for phosphorus in the sewer facility, which was not previously a requirement, and which reduced the approved EDUs for the system. With the approval of the Phase 3A plat, which was recorded in September of 2018, there were still available EDUs for Phase 3B and Phase 3 Village South (Phase 3 Village South was approved at the same time as the Phase 3B CUP). Due to these changes in the rules, the final plats could not be recorded until DEQ approves the upgraded sewer system, which we hope will be given sometime in 2024. In order to proceed on a more reasonable timeline with at least Phase 3B, the developer has decided to proceed with septic systems in Phase 3B, and to change the plans to reduce the number of lots from 16 to 12, and increase the open space area. Water in Phase 3B will be serviced by the JMR central water system. Additionally, the remainder of Phase 3 (including Phase 3 Village South) would continue to be serviced by the JMR sewer system.

The lots in Phase 3B are the largest in Jug Mountain Ranch to date, which, together with the unique topography of Phase 3B, make them good candidates for the use of septic systems. The use of septic systems in Phase 3B will have no negative impacts on the property, and will, of course, be required to obtain approval from Central District Health.
3. **Name of Proposed Subdivision:** Jug Mountain Ranch Planned Unit Development Phase 3B.

4. Land Area / Existing Title Status To Tract:

- a. The current owner of record is Carey Real Estate Management LLC. Title to the property will be transferred to Jug Mountain Ranch LLC prior to recording the final plat.
- b. Total acreage of Phase 3B is 29.37 acres, of which there are 4.91 acres of open space.
- c. The east boundary of Phase 3B extends beyond the east boundary of the original Phase 3 boundary, but within the PUD boundary. Phase 3 is proposed to be expanded to the east boundary of Phase 3B.
- d. Total acreage of currently platted lots in Jug Mountain Ranch to date is approximately 98.4 acres, and currently platted Golf, Common Open Space and Private Open Space total approximately 398.05 acres (see breakdown below). This results in approximately 78% open space for property platted to date, which is well in excess of VCLUDO requirements.

5. Building Program:

- a. Phase 3B will provide 12 single family residential lots. There will be no commercial lots in Phase 3B.

6. Proposed Street, Utility Or Other Improvements:

- a. Phase 3B will utilize the central water system for Jug Mountain Ranch, which is anticipated to be completed prior to recording the final plat. To the extent not completed, 120% of the cost to complete installation of water utilities will be financially assured pursuant to an escrow agreement. Sewage disposal for each Lot in Phase 3B will 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. A draft Declaration of Utilities is attached as **Exhibit 7**.
- b. Phase 3B will have private roads. It is anticipated that the roads will be completed to at least a gravel surface prior to recording the final plat. To the extent not completed, 120% of the cost to complete to a paved surface will be financially assured pursuant to an escrow agreement. A draft Declaration of Private Roads is attached as **Exhibit 8**.
- c. An Emergency Access Easement through Phase 3B will connect to Ashton Lane, and will be reserved for use by emergency service providers, and for use by the Ranch Association and the Declarant for service access and maintenance. The easement will be gated at the southerly property boundary of Phase 3B. The gate will be approved by the governing fire district to be locked with a Knox lock or other lock acceptable to the governing fire district, and will have siren activated gates approved by the governing fire district. The Emergency Access Easement will be maintained by the Ranch Association.
- d. Roads in Phase 3B have a 20' paved surface, which is consistent with prior phases in Jug Mountain Ranch, other than for Jug Mountain Ranch Road, which is the

main road from the entrance to the golf course clubhouse. The reason for the narrower paved surface is to minimize the impact of the paving, and to enhance the natural feel of the area. In Phase 3B, there are also several shared driveways which are included for this same purpose.

- e. See **Exhibit 4** for civil drawings of the proposed street and utility improvements.
7. **Restrictive Covenants:**
- a. A draft Supplemental Declaration for Jug Mountain Ranch PUD Phase 3B is attached as **Exhibit 9**.
 - b. The existing General Declaration for Jug Mountain Ranch PUD, and the Bylaws and Articles of Incorporation for the Jug Mountain Ranch Association, will remain in place.
8. **Legal Description of Phase 3B:** See **Exhibit 13**.
9. **Owners of Property located within 300 feet of Subdivision:** See **Exhibit 12**.

B. LAND PROGRAMS / PLANS

1. **Phasing Plan and Construction Timeline:**
- a. It is anticipated that application for final plat for Phase 3B will be made in the spring of 2023, and that construction will commence prior to that time. To the extent that utilities and roads are not completed prior to recordation of the final plat, the cost to complete will be escrowed in accordance with the VCLUDO.
 - b. CUP 21-38 was approved December 21, 2021 for preliminary plat for Phase 3 Village South, which includes 8 residential lots. As with Phase 3B, the developer had planned to proceed with construction of infrastructure and obtaining final plat approval in the spring of 2022, but cannot proceed until the DEQ required upgrades in the sewer system are addressed. The developer will likely need to request an extension of the December 2023 CUP approval period to allow enough time to work through the DEQ requirements.
 - c. The platting of the balance of Phase 3 will be market driven. It is currently anticipated that the balance of Phase 3 will be platted in sub-phases. As provided in CUP 04-34, the land uses in these sub-phases will be mixed use, mixed residential, open space and recreation.
2. **Lighting Plan:** All lighting is required to comply with the Valley County Outdoor Lighting Ordinance, as well as the provisions of the Jug Mountain Ranch Design Guidelines, and Jug Mountain Ranch Rules and Regulations in this regard.
3. **Wildfire Mitigation Plan:** Pursuant to the Jug Mountain Ranch Design Guidelines, roofs are required to be a Class A roof covering or a Class A roof assembly, as provided in the Urban-Wildlands Interface Fire Code. Additionally, Jug Mountain Ranch POA has adopted Tree Health / Fire Mitigation Rules and Regulations that are posted on the Jug Mountain Ranch website. Additionally, the developer entered into an agreement with Valley County for a grant managed through Valley County from a program called Western States Fire Managers – the work was done during the summer of 2022, and it was extensive.

4. **Landscape Plan:** Individual lots will be landscaped by the Owners of the lots. Landscaping is subject to the provisions of the Jug Mountain Ranch Design Guidelines.

C. JUG MOUNTAIN RANCH PUD OVERVIEW

The Jug Mountain Ranch Planned Unit Development (“the PUD”) consists of 1,430 acres of which 1,104 acres are platted recreation / open space, including an 18-hole golf course.

Following is a summary of the current status of Jug Mountain Ranch PUD:

1. Uses for the PUD as a whole have been approved pursuant to PUD 97-1, which provide conceptual approval of the overall development of Jug Mountain Ranch, with the following primary land uses:
 - a. 325 Residential and mixed residential units, 161 of which have been platted to date.
 - b. 18-hole golf course with driving range, which are complete and currently operating
 - c. A Golf Clubhouse, which is completed
 - d. Golf Maintenance facilities, which are complete
 - e. Mixed commercial in Phase 3
 - f. Nordic trails and facilities
 - g. Hiking and riding trails
 - h. Related recreational amenities
2. Phase 3
 - a. A Phase 3 Preliminary plat was approved in CUP 04-34. That preliminary plat was modified by CUP 21-40 to the extent of the Phase 3B preliminary plat, and CUP 21-38 to the extent of the Phase 3 Village South preliminary plat.
 - b. The Phase 3 preliminary plat / CUP 04-34 approval provides for the following:
 - i. 125 residential units
 - ii. Mixed uses including the following “Village” uses:
 1. Golf Course Clubhouse
 2. Lodge
 3. Approximately 5000 sq. ft. of restaurant space, independent of the Clubhouse and Lodge
 4. Approximately 10,000 sq. ft. of retail space, independent of the Clubhouse and Lodge
 5. Recreational amenities and facilities
 6. Owner service amenities, such as storage facilities
 7. Utilities and utility structures and facilities

- c. JMR will plat Phase 3 in stages, with Phase 3A being the first which was completed in 2018. Preliminary plats for Phase 3B, with 16 proposed lots, and Phase 3 Village South, with 8 proposed lots, were both approved on December 21, 2021, as CUP 21-38 (for Phase 3 Village South) and CUP 21-40 (for Phase 3B). This application proposes to amend CUP 21-40 by reducing the number of lots in Phase 3B from 16 to 12 lots. The proposed phasing plan for the balance of Phase 3 is described above.
- 3. Phases 4 and 5
 - a. JMR will need to apply for a preliminary plat CUP for these phases, and then proceed to final plat.
 - b. Remaining residential Units after Phases 1, 2 and maximum residential density in Phase 3, is 65 Units. If fewer than 125 Units are utilized in Phase 3, they could be used in these phases.
 - c. Uses permitted in Phases 4 and 5 are single family residential, recreation and open space.
- 4. Currently Platted Lots in Jug Mountain Ranch PUD are as follows:
 - a. Phase 1 Stage 1 – 45 residential lots; plus, golf course and common area lots (Recorded 11/30/2004)
 - b. Phase 1 Stage 2 – 44 residential lots; plus, golf course, maintenance/utility and common area lots (Recorded 5/24/2004)
 - c. Phase 2 – 46 residential lots; plus, golf course and common area lots, as well as Block 3, which is a “Village Lot” (Recorded 5/4/2006)
 - d. Phase 3A – 26 residential lots; plus, common area lots (Recorded 9/10/2018)
 - e. Total Units Currently Platted: 161 residential lots plus the Village Lot (club house and surrounding property)
- 5. Allocation of acreage of property currently platted at Jug Mountain Ranch to date is as follows:
 - a. Residential Lots: 98.4 acres
 - b. Golf: 158 acres
 - c. Common Open Space: 191.57 acres
 - d. Private Open Space: 48.48 acres
 - e. Village: 12.24 (Block 3, Phase 2, a portion of which is being replatted as Phase 3 South Village)
- 6. Roads
 - a. All roads within Jug Mountain Ranch are private roads and are maintained by the Jug Mountain Ranch Association, Inc., which is the property owners’ association for the PUD. The Association is formed and operational. All roads in portions of

the subdivision that have been previously platted are completed and paved (Phase 1, Stages 1 and 2, Phase 2, and Phase 3A).

7. Utilities

- a. Jug Mountain Ranch is serviced with a central potable water system and a central sewage treatment system, both of which are fully permitted, complete and operational; provided, that Phase 3B will be serviced by individual septic systems instead of the central sewage system.

D. PRIOR APPROVALS AND DECISIONS

1. **Valley County Concept Approval of PUD 97-1, Jug Mountain Ranch Planned Unit Development.** On September 4, 1998, Valley County granted concept approval for the Jug Mountain Ranch Planned Unit Development (“PUD”). This approval provides conceptual approval of the implementation of the Jug Mountain Ranch Planned Unit Development, and was amended by Conditional Use Permit No. 01-05, described below. This approval was amended in 2004, to expand the northern PUD. boundary, to incorporate approximately 51 acres of Carey Ranch into the PUD, to modify the Phase 2 boundary accordingly, and to clarify that Phase 3 would be platted in phases. As amended, the Concept Approval for Jug Mountain Ranch consists of approximately 1,430 acres, 1,104 of which are platted recreation / open space, including an 18-hole golf course. It consists of 5 phases. The first phase was divided into 2 stages. Phase 2, as well as Phase 1 Stage 1 and Phase 1 Stage 2, have received a Conditional Use Permit and Preliminary Plat Approval (CUP 99-12 for Phase 1 Stage 1, CUP 01-05 for Phase 1 Stage 2, and CUP 04-34 for Phase 2).
2. **Valley County Conditional Use Permit No. 99-11, Central Sewage Facility.** On September 24, 1999, Valley County issued Conditional Use Permit No. 99-11, for the Jug Mountain Ranch Central Sewage Facility.
3. **Valley County Conditional Use Permit No. 99-12, Phase 1 Stage 1.** On September 24, 1999, Valley County issued Conditional Use Permit No. 99-12, for Jug Mountain Ranch – Phase 1 Stage 1, which is part of PUD 97-1 Jug Mountain Ranch Planned Unit Development. This CUP provided preliminary plat approval for Phase 1 Stage 1 of Jug Mountain Ranch. The final plat for Phase 1 Stage 1 was recorded with the Valley County, Idaho Recorder on November 30, 2004 as Instrument No. 289988.
4. **Valley County Conditional Use Permit No. 01-05, Phase 1 Stage 2.** On July 25, 2001, Valley County issued Conditional Use Permit No. 01-05, for Jug Mountain Ranch – Phase 1 Stage 2, which is part of PUD 97-1 Jug Mountain Ranch Planned Unit Development. This CUP provided preliminary plat approval for Phase 1 Stage 2 of Jug Mountain Ranch. The final plat for Phase 1 Stage 2 was recorded with the Valley County, Idaho Recorder on May 24, 2004 as Instrument No. 283337. CUP 01-05 also incorporated the central sewage facility

into Phase 1, Stage 2, and confirmed minor amendments to the Concept Approval for PUD 97-1.

5. **Valley County Conditional Use Permit No. 04-34, Phases 2 and 3.** On October 14, 2004, Valley County issued Conditional Use Permit No. 04-35, for Jug Mountain Ranch – Phases 2 and 3, which is part of PUD 97-1 Jug Mountain Ranch Planned Unit Development. This CUP provided preliminary plat approval for Phases 2 and 3 of Jug Mountain Ranch. The final plat for Phase 2 was recorded with the Valley County, Idaho Recorder on May 4, 2006 as Instrument No. 308497. The final plat for Phase 3A was recorded with the Valley County, Idaho Recorder on September 10, 2018 as Instrument No. 416129. Amendment to this CUP is being requested as described above.
6. **Valley County Conditional Use Permit No. 21-07, Jug Mountain Ranch Storage Units.** On April 20, 2021, Valley County issued Conditional use Permit No. 21-07 for the construction of up to 4 buildings that would house RV storage units, to be located on Lot 55 of Jug Mountain Ranch Phase 1, Stage 2. The storage units are primarily rented to the Jug Mountain Ranch property owners, but also for use by the developer and the golf course. No rental of units to owners outside of Jug Mountain Ranch is permitted. The units are owned by Jug Mountain Ranch LLC.
7. **Valley County Conditional Use Permit No. 21-38, Phase 3 Village South.** On December 21, 2021, Valley County issued Conditional Use Permit No. 20-38, for Jug Mountain Ranch Phase 3 Village South, which is part of PUD 97-1 Jug Mountain Ranch Planned Unit Development. This CUP provided preliminary plat approval for Phase 3 Village South of Jug Mountain Ranch. The final plat for Phase 3 Village South must be recorded by December 21, 2023, or the CUP will become null and void without an amendment or extension.
8. **Valley County Conditional Use Permit No. 21-40, Phase 3B.** On December 21, 2021, Valley County issued Conditional Use Permit No. 21-40, for Jug Mountain Ranch Phase 3B, which is part of PUD 97-1 Jug Mountain Ranch Planned Unit Development. This CUP provided preliminary plat approval for Phase 3B of Jug Mountain Ranch. The final plat for Phase 3B must be recorded by December 21, 2023, or the CUP will become null and void without an amendment or extension. The applicant is proposing to amend this CUP pursuant to the current application.

PRELIMINARY PLAT-JUG MOUNTAIN RANCH - PHASE 3B

A RESIDENTIAL SUBDIVISION LOCATED IN
THE SW 1/4 OF SECTION 6,
T.17N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2022

NOTES:

THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS:
JUG MOUNTAIN RANCH, LLC
PO BOX 2332
McCALL, ID 83638

1. THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:
SEGESHI ENGINEERING INC.
PO BOX 70
McCALL, ID 83638
2. THE EXISTING LAND USE/ZONING IS PRODUCTIVITY FOREST.
3. THE TOTAL AREA FOR THE DEVELOPMENT IS APPROXIMATELY ±29.37 ACRES.
4. REFER TO DRAWING NO. C-1 FOR EXISTING CONDITIONS AND TOPOGRAPHY.
5. SETBACKS WILL COMPLY WITH VALLEY COUNTY STANDARDS.

DEVELOPMENT DATA:

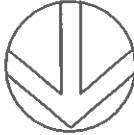
PROPERTY AREA	29.37 ACRES
PRIVATE RIGHT-OF-WAY AREA	2.37 ACRES
LOT(S) AREA	22.09 ACRES
OPEN SPACE	4.91 ACRES

FLOOD PLAIN NOTE:

FEMA FIRM PANEL(S): 16085C1325C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

LEGEND:

- PROPERTY BOUNDARY
- PHASE BOUNDARY
- ADJACENT PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- ROAD CENTER LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE



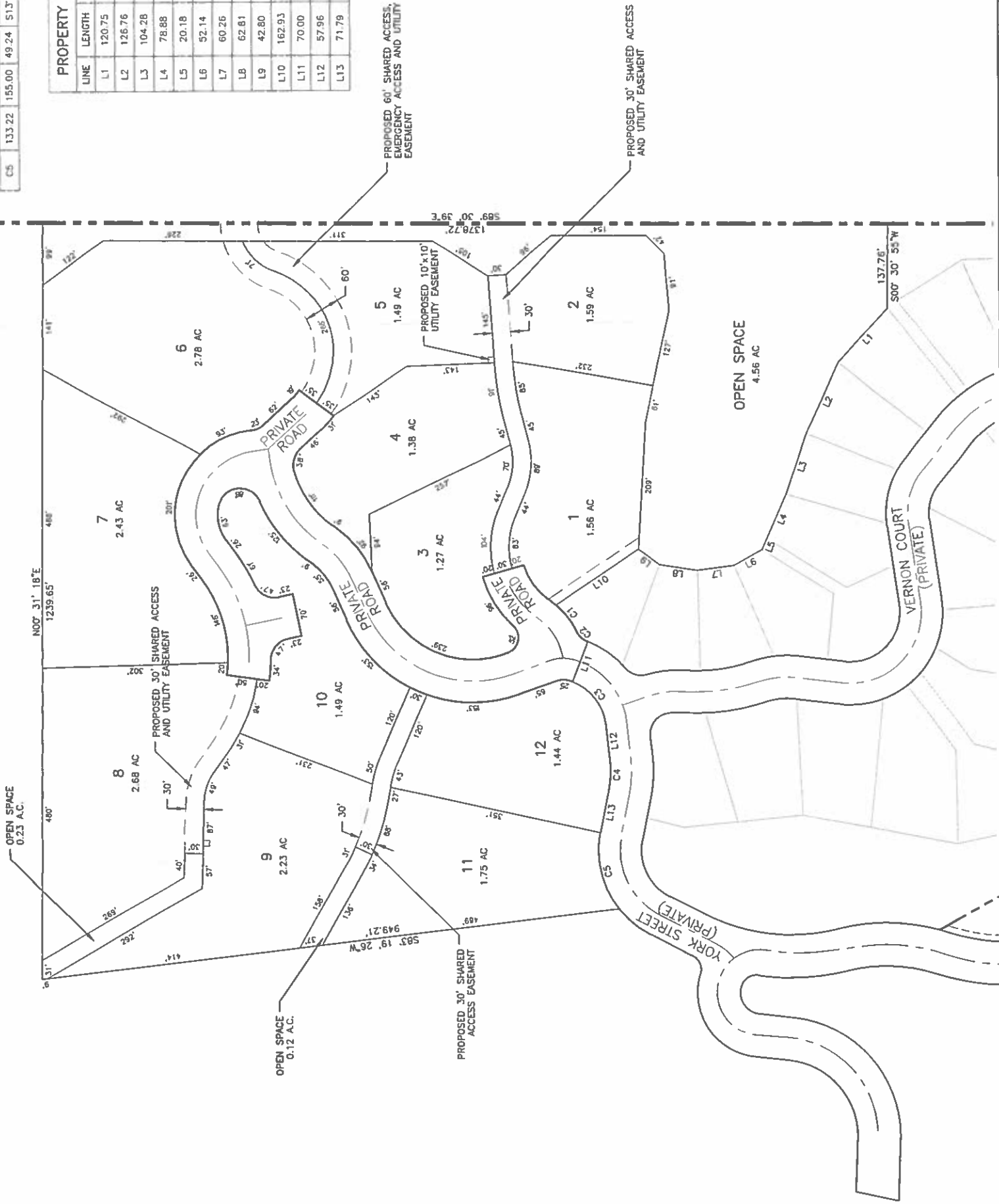
NORTH

SCALE: 1" = 100'

PROPERTY CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH
C1	53.96	135.00	22.90	S37° 33' 57"E 53.61
C2	25.87	35.00	42.35	S47° 17' 19"E 25.28
C3	92.19	85.00	62.14	S37° 23' 33"E 87.74
C4	50.26	165.00	17.45	S02° 24' 18"W 50.07
C5	133.22	155.00	49.24	S13° 29' 26"E 129.16

PROPERTY LINE TABLE		
LINE	LENGTH	BEARING
L1	120.75	S42° 07' 48"W
L2	126.76	S25° 10' 10"W
L3	104.28	S18° 40' 24"W
L4	78.88	S23° 41' 35"W
L5	20.18	S24° 23' 49"W
L6	52.14	S61° 04' 22"W
L7	60.26	S82° 53' 23"W
L8	62.81	N81° 00' 29"W
L9	42.80	N53° 06' 30"W
L10	162.93	S56° 08' 51"W
L11	70.00	S21° 32' 12"W
L12	57.96	S06° 19' 18"E
L13	71.79	S11° 07' 54"W

JUG MOUNTAIN RANCH
PROPERTY BOUNDARY



CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638

JUG MOUNTAIN RANCH - PHASE 3B
VALLEY COUNTY, IDAHO
PRELIMINARY PLAT

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	15028-002
DATE	12/20/2022
DRAWING NO.	SHEET NO.
	EX-2

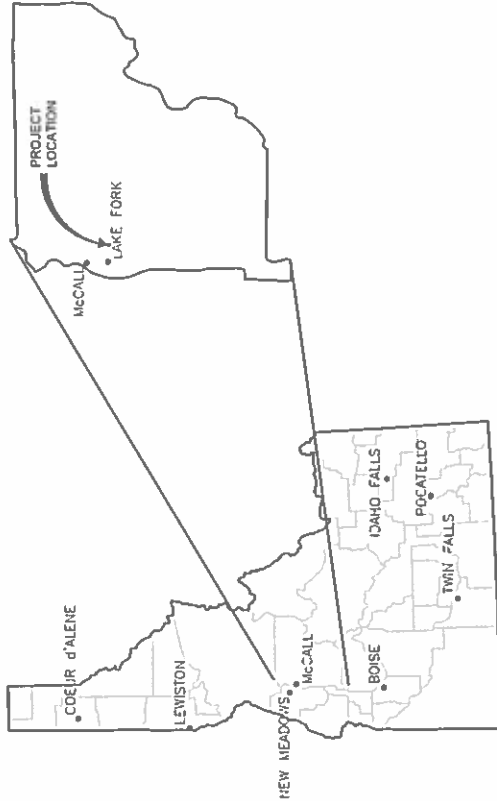
JUG MOUNTAIN RANCH - PHASE 3B

VALLEY COUNTY, IDAHO

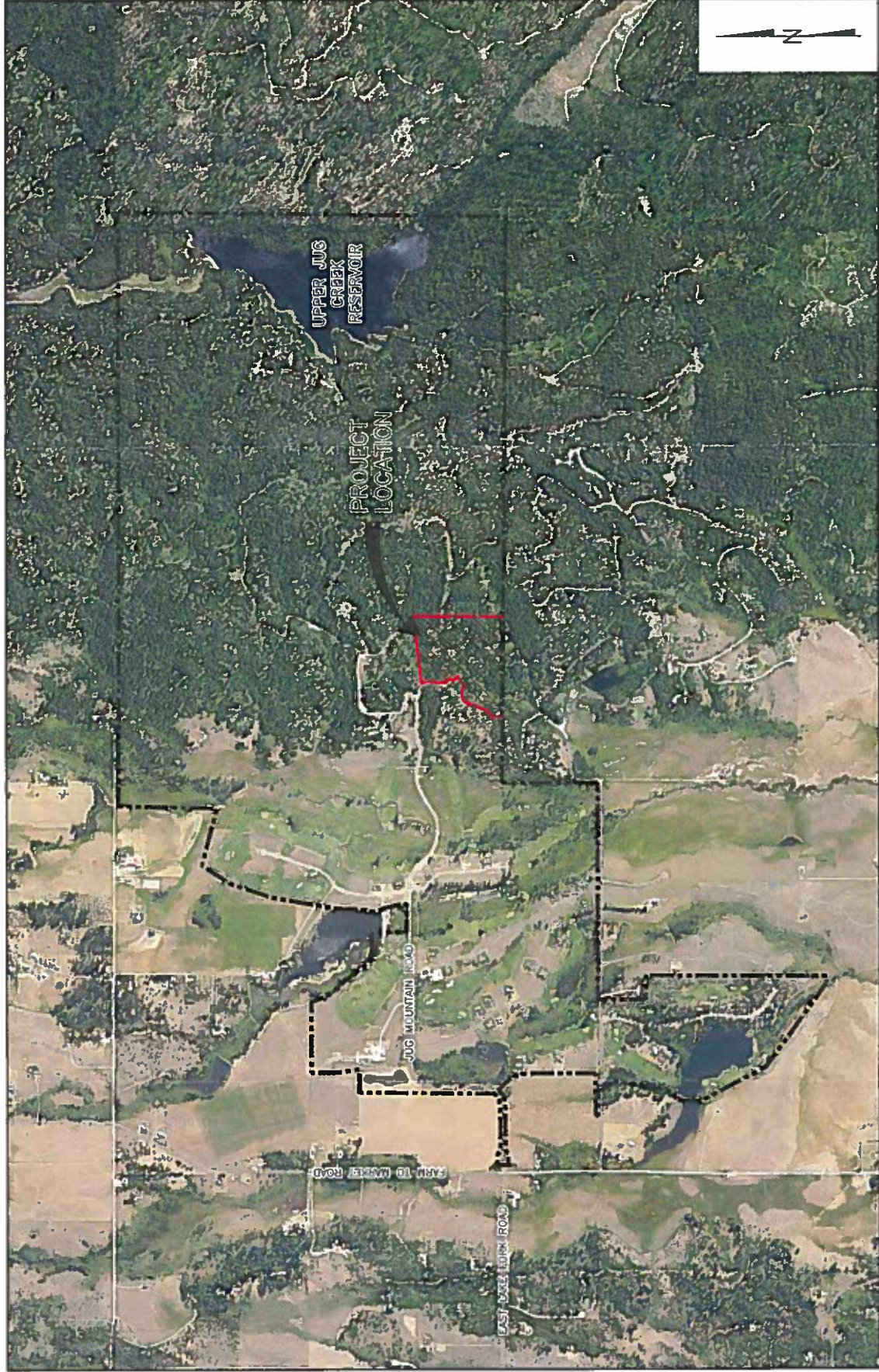
ROADWAY, DRINKING WATER, GRADING, AND STORMWATER MANAGEMENT IMPROVEMENTS SPRING/SUMMER 2023

DRAWING INDEX

1	G-1	COVER SHEET
2	G-2	GENERAL INFORMATION AND NOTES
3	C-1	OVERALL LAYOUT
4	C-2	ROADWAY PLAN AND PROFILE - ROAD 1
5	C-3	ROADWAY PLAN AND PROFILE - ROAD 3 AND SHARED DRIVEWAY
6	C-4	ROADWAY PLAN AND PROFILE - ROAD 4 AND ROAD 5
7	C-5	DOMESTIC WATER PLAN AND PROFILE - ROAD 1
8	C-6	DOMESTIC WATER PLAN AND PROFILE - ROAD 3
9	C-7	DOMESTIC WATER PLAN AND PROFILE - ROAD 4 AND ROAD 5
10	C-8	GRADING, DRAINAGE AND STORMWATER MANAGEMENT PLAN
11	GC-1	CIVIL TYPICAL DETAILS - 1
12	GC-2	CIVIL TYPICAL DETAILS - 2
13	GC-3	CIVIL TYPICAL DETAILS - 3



LOCATION MAP
NOT TO SCALE



VICINITY MAP
SCALE 1" = 1000'

NO.	REVISION	BY	DATE	DESIGN	BEJGTT
				DRAWN	BEJGTT
				CHECKED	BEJGTT
				APPROVED	

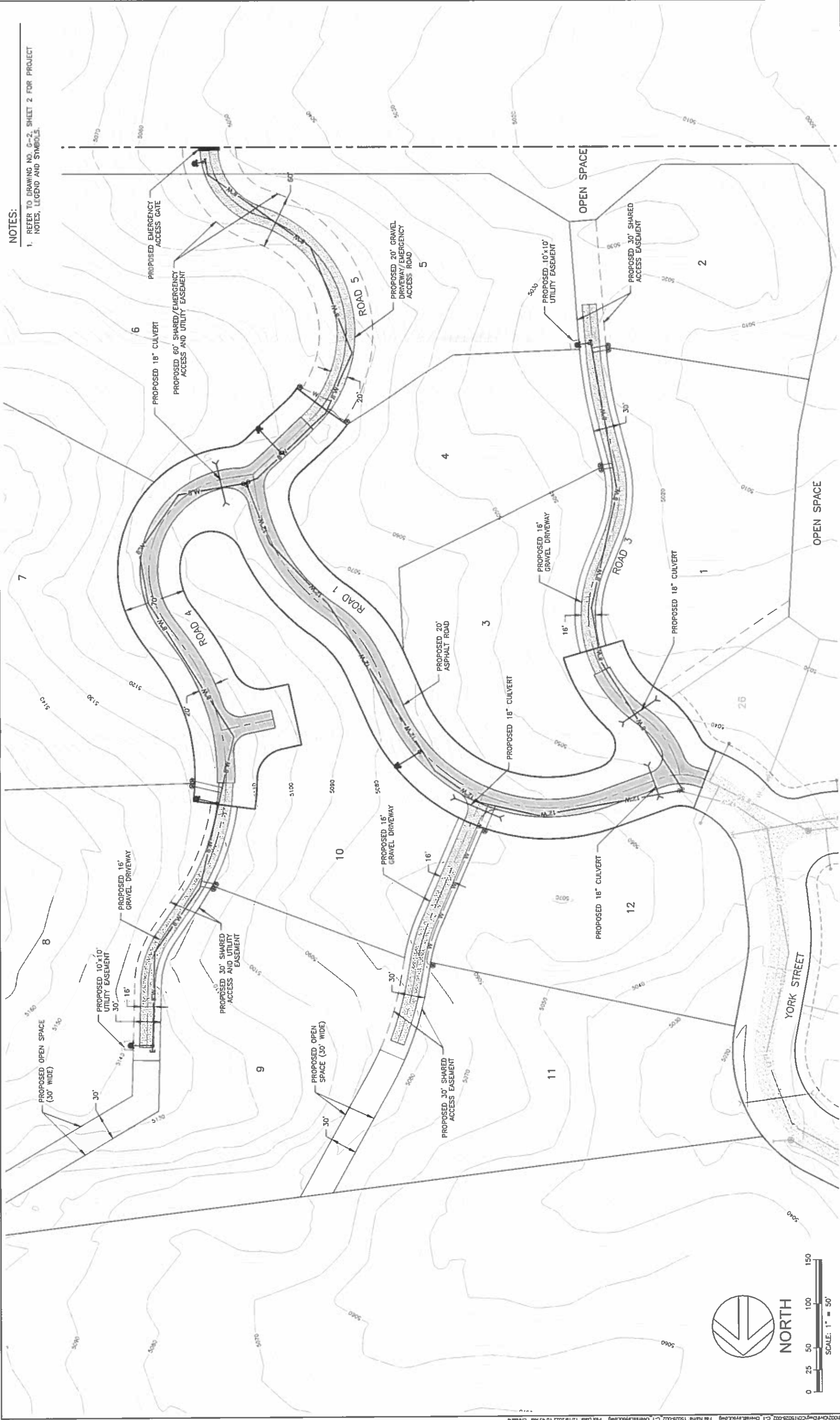
PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
MCALL, IDAHO 83638

JUG MOUNTAIN RANCH - PHASE 3B
VALLEY COUNTY, IDAHO
ROADWAY, DRINKING WATER, GRADING, AND
STORMWATER MANAGEMENT IMPROVEMENTS
COVER SHEET

VERIFY SCALE BAR IS ONE INCH ON FULL SIZE DRAWING 1"	PROJECT 15028-002	DATE 12/18/2022	SHEET NO. G-1	1 OF 13
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GENERAL NOTES:					WATER CONSTRUCTION NOTES:					EROSION AND SEDIMENT CONTROL NOTES:					LEGEND:							
NO.	REVISION			BY	DATE	DESIGN	AND	PRELIMINARY DRAFT NOT FOR CONSTRUCTION					JUG MOUNTAIN RANCH - PHASE 3B VALLEY COUNTY, IDAHO					PROPERTY/RIGHT-OF-WAY LINE EXISTING PROPOSED CENTERLINE EASEMENT LINE LOT LINES CONTOUR EDGE OF PAVEMENT SAW CUT LINE ASPHALT SURFACE GRAVEL SURFACE WATER MAIN, SIZE AND GATE VALVE FIRE HYDRANT CULVERT DRAINAGE SWALE/FLOW LINE				
1. ALL WORK SHALL CONFORM TO THE PROJECT NOTES, DETAILS, SPECIFICATIONS, AND VALLEY COUNTY STANDARDS. WHERE NOT SPECIFIED, ALL WORK SHALL CONFORM TO THE 2020, OR MOST CURRENT, EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IN THE EVENT THAT ANY OF THESE CONTROLLING STANDARDS OR SPECIFICATIONS.					14. UNLESS DETAILED, SPECIFIED, OR OTHERWISE INDICATED ON THE PLAN SET, CONSTRUCTION SHALL BE AS INDICATED ON THE APPLICABLE TYPICAL DETAILS AND GENERAL NOTES. TYPICAL DETAILS SHALL APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS.					1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROLS (ESC)/STORMWATER BEST MANAGEMENT PRACTICES (BMP'S) IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.					PROPERTY/RIGHT-OF-WAY LINE EXISTING PROPOSED CENTERLINE EASEMENT LINE LOT LINES CONTOUR EDGE OF PAVEMENT SAW CUT LINE ASPHALT SURFACE GRAVEL SURFACE WATER MAIN, SIZE AND GATE VALVE FIRE HYDRANT CULVERT DRAINAGE SWALE/FLOW LINE							
2. ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" SHALL BE USED BY THE PROJECT CONTRACTOR(S). USE OF ANY PLANS ON THE JOB WITHOUT THE "APPROVED FOR CONSTRUCTION" STAMP SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.					15. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF WORK, DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.					2. STORMWATER MANAGEMENT INCLUDING EROSION AND SEDIMENT CONTROL FOR THE PROJECT SHALL BE IMPLEMENTED PER VALLEY COUNTY STANDARDS.					LOT LINES							
3. THE CONTRACTOR SHALL KEEP ONSITE AT ALL TIMES A COPY OF THE APPROVED CONSTRUCTION PLANS, THESE SPECIFIED PRELIMINARY PLANS, AND ANY OTHER UTILITIES ENCOUNTERED. THE CONTRACTOR SHALL PROVIDE THESE RECORDED LOCATIONS TO THE PROJECT ENGINEER FOR USE IN THE PRODUCTION OF RECORD DRAWINGS PRIOR TO FINAL APPROVAL/ACCEPTANCE OF THE PROJECT.					16. CONTRACTOR TO PROVIDE SUBMITTALS FOR ALL PRODUCTS NECESSARY FOR COMPLETING PROJECT PRIOR TO THE START OF CONSTRUCTION.					3. REFER TO IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY'S 2005 CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES AND THE VALLEY COUNTY STORMWATER ADDENDUM, AVAILABLE ON THE VALLEY COUNTY WEBSITE, FOR FURTHER DETAILS ON BMP IMPLEMENTATION AND INSTALLATION.					5010							
4. EXISTING SITE INFORMATION INCLUDING THE LOCATION OF EXISTING SITE CONDITIONS AND SURFACE TOPOGRAPHY AS SHOWN ON THESE PLANS HAS BEEN PROVIDED BY ACDL. MAPPING COMPLETED BY SCESCH ENGINEERING, INC. AS A RESULT OF FIELD WORK COMPLETED IN 2016 AND 2017. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR'S CONSTRUCTION SURVEY PRIOR TO THE START OF ANY PROJECT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CONSTRUCTION STAKING.					17. ANY CHANGES TO THE DESIGN AS SHOWN IN THESE CONSTRUCTION DRAWINGS MUST BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER BEFORE CHANGES ARE MADE. THIS INCLUDES CHANGES REQUESTED BY THE OWNER AND SUBCONTRACTORS.					4. THE CONTRACTOR SHALL COMPLY WITH THE PREVISIONS OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY'S (IDEO) NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) 2022 GENERAL PERMIT FOR DISCHARGES FROM CONSTRUCTION ACTIVITIES (CGP).					5010							
5. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES, LOCATIONS OF EXISTING EARTH LOCATIONS OF EXISTING UTILITIES PRIOR TO THE START OF ANY PROJECT CONSTRUCTION, ANY LOCATION WHICH MAY POSE A CONFLICT WITH THE PROPOSED CONSTRUCTION MUST BE REPORTED TO THE PROJECT ENGINEER PRIOR TO THE START OF ANY PROJECT CONSTRUCTION.					18. CONTRACTOR SHALL PROVIDE THE PROJECT ENGINEER WITH ONE COPY OF REDUNDANT AS-BUILT DRAWINGS PRIOR TO PROJECT ACCEPTANCE IF DETERMINED NECESSARY.					5. THE STORMWATER MANAGEMENT PLAN INCLUDED IN THIS PLAN SET IS NOT TO BE USED FOR ANY OTHER PROJECTS. THE PROJECT ENGINEER SHALL VERIFY THE PLAN SET IS IDENTIFIED WITHIN THE IDEO CGP. CONTRACTOR SHALL WORK WITH THE PROJECT ENGINEER TO DETERMINE WHO IS RESPONSIBLE FOR PREPARING A SWPPP AND ASSOCIATED STORMWATER NOTICE OF INTENT (NOI) IN ACCORDANCE WITH THE IDEO'S CGP.					5010							
6. THE CONTRACTOR SHALL CALL CALL DIG LINE (800-342-1585) TO LOCATE ALL EXISTING UTILITIES AT LEAST THREE (3) DAYS PRIOR TO THE START OF CONSTRUCTION.					19. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL WORK CONSTRUCTED BY THEIR WORK CREWS UNTIL THE WORK IS ACCEPTED BY THE OWNER FOR CONTINUOUS OPERATION AND MAINTENANCE.					6. ALL EROSION AND SEDIMENT CONTROL BMP'S SHALL BE INSTALLED PRIOR TO THE START OF ANY PROJECT CONSTRUCTION OR EARTH DISTURBING ACTIVITIES AND SHOULD REMAIN IN PLACE UNTIL ALL DISTURBED/EXPOSED AREAS HAVE BEEN STABILIZED AND/OR REVEGETATED.					5010							
7. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO THE START OF PROJECT CONSTRUCTION.					20. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY INCLUDING, BUT NOT LIMITED TO, SAFE WORKING PRACTICES WITHIN AND AROUND THE CONSTRUCTION AREA. IN ADDITION, JURISDICTIONAL AGENCIES, THE OWNER, AND THE PROJECT ENGINEER SHALL NOT BE RESPONSIBLE FOR ENFORCING SAFETY REGULATIONS.					7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL ESC MEASURES/STORMWATER BMP'S IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. THIS INCLUDES REGULAR INSPECTION, REPLACEMENT, AND UPGRADING IF NECESSARY UNTIL ALL PROJECT CONSTRUCTION IS COMPLETED AND STABILIZATION IS ACHIEVED PER THE CGP OR AS DEFINED BY THE PROJECT ENGINEER.					5010							
8. THE CONTRACTOR SHALL MAINTAIN TRAFFIC ACCESS AT THE END OF EACH DAY AND PROVIDE DETOURS OR ONE-WAY TRAFFIC DURING CONSTRUCTION. WHEN CONSTRUCTION TECHNIQUES ALLOW, CONTRACTOR SHALL PROVIDE ACCESS THROUGH THE CONSTRUCTION ZONE TO PRIVATE PROPERTIES.					21. THE CONTRACTOR IS TO OBTAIN ALL APPLICABLE PERMITS NOT PROVIDED BY THE OWNER OR PROJECT ENGINEER. COPIES OF THESE PERMITS SHALL BE PROVIDED TO THE OWNER AND PROJECT ENGINEER.					8. WORK ACTIVITIES SHALL TAKE PLACE WITHIN THE CLEARING LIMITS AS SHOWN ON THIS PLAN. CONTRACTOR SHALL PRESERVE NATURAL VEGETATION OUTSIDE OF CLEARING LIMITS.					5010							
9. THE CONTRACTOR SHALL SECURE A SHORT TERM ACTIVITY EXEMPTION FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEO) PRIOR TO THE START OF PROJECT CONSTRUCTION. IF TRENCH DEWATERING IS REQUIRED, CONTRACTOR SHALL SUBMIT A DEWATERING PLAN TO THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING OPERATIONS.					22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY EXCESS ONSITE MATERIALS AS NECESSARY TO COMPLETE THE PROJECT.					9. STABILIZED CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL ENTRANCES/EXITS TO THE SITE AND CONSTRUCTION STAGING AREAS.					5010							
10. CONTRACTOR SHALL SECURE A SHORT TERM ACTIVITY EXEMPTION FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEO) PRIOR TO THE START OF PROJECT CONSTRUCTION. IF TRENCH DEWATERING IS REQUIRED, CONTRACTOR SHALL SUBMIT A DEWATERING PLAN TO THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING OPERATIONS.					23. DOMESTIC WATER MAINS/SERVICES AND NON-POTABLE MAINS/SERVICES (SEWER, STORM DRAIN, AND IRRIGATION) SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF TEN (10') FEET AND A MINIMUM VERTICAL SEPARATION OF EIGHTEEN (18") INCHES. REFER TO ISPMC SD-407 "NON-POTABLE WATER LINE (NPWL) SEPARATION," CIVIL TYPICAL DETAIL C414/GC-2, AND IDAPA 58.01.16.430.2.0 FOR ADDITIONAL INFORMATION AS WELL AS SEPARATION REQUIREMENTS FOR POTABLE SERVICE LINES IN RELATION TO NON-POTABLE SERVICE LINES.					10. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ONE TIME.					5010							
11. DURING PIPELINE INSTALLATION AND SERVICE CONNECTIONS, GROUNDWATER LEVELS SHALL BE MAINTAINED ONE (1') FOOT OR MORE BELOW PIPE INVERTS PER ISPMC. ONCE DEWATERING OPERATIONS CEASE, CONTRACTOR SHALL CLEAN AND RESTORE TO THEIR ORIGINAL STATE ANY DITCHES OR STORMDRAIN FACILITIES THAT ARE Silted DUE TO THEIR DEWATERING EFFORTS.					24. NON-POTABLE MAINS SHALL BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO THE IDEO FOR A HORIZONTAL DISTANCE OF TEN (10') FEET ON BOTH SIDES OF THE CROSSING. WHEN PRESSURE WASTEWATER MAINS OR OTHER PRESSURIZED MAINS OR LINES CONTAINING NON-POTABLE FLUIDS SHALL BE NO CLOSER VERTICALLY THAN EIGHTEEN (18) INCHES FROM POTABLE MAINS.					11. DURING CONSTRUCTION, CONTRACTOR SHALL WATER ALL DISTURBED AREAS AS NECESSARY FOR DUST ABATEMENT.					5010							
12. THE CONTRACTOR SHALL PROTECT ALL EXISTING MONUMENTS, SURVEY MARKERS, STREET SIGNS, UTILITIES, IRRIGATION LINES, PAVEMENT, TREES, FENCES, AND ANY OTHER IMPORTANT OBJECTS ON/OR ADJACENT TO THE JOB SITE FROM DAMAGE AND REPAIR OR REPLACE DAMAGED FACILITIES AS REQUIRED BY THE OWNER AND THE PROJECT ENGINEER.					25. CONTRACTOR SHALL TAKE EXTRA PRECAUTION WHEN INSTALLING ALL UNDERGROUND UTILITIES AND SERVICE LOCATIONS AS THE PROJECT/SITE DENSITY LIMITS THE POSSIBILITY FOR FIELD ADJUSTMENTS IF NECESSARY.					12. CONTRACTOR SHALL CONTROL SURFACE DRAINAGE FROM EXCAVATION, BORROW AND WASTE DISPOSAL AREAS AS WELL AS PROVIDE CONTROL STRUCTURES AS NECESSARY TO PREVENT CONTAMINATED RUNOFF FROM LEAVING THE PROJECT SITE.					5010							
13. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES.					26. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER A MINIMUM OF FOURTY-EIGHT (48) HOURS PRIOR TO ANY PROJECT TESTING AND THE POURING OF ANY PROJECT CONCRETE.					13. CONTRACTOR SHALL SECURE A SHORT TERM ACTIVITY EXEMPTION FROM IDEO PRIOR TO THE START OF CONSTRUCTION. IF TRENCH DEWATERING IS REQUIRED, CONTRACTOR SHALL SUBMIT A DEWATERING PLAN TO THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING OPERATIONS.					5010							
					27. CONTRACTOR IS REQUIRED TO PAY FOR ALL ASPHALT, CONCRETE AND COMPACTION TESTING, INCLUDING ASSOCIATED COSTS IN ACCORDANCE WITH ISPMC SPECIFIC TESTING REQUIREMENTS.					14. CONTRACTOR TO PROVIDE TEMPORARY MEASURES SUCH AS BERMS, DIKES, AND DRAINS AS NECESSARY, TO PREVENT RUNOFF FROM FLOWING INTO PIPE TRENCHES DURING CONSTRUCTION.					5010							
					28. ALL TESTING SHALL BE CONDUCTED BY AN INDEPENDENT THIRD PARTY.					15. REVEGETATION AND STABILIZATION OF ALL DISTURBED PROJECT AREAS SHALL BE IN ACCORDANCE WITH THE PROJECT'S LANDSCAPE DESIGN. IF A LANDSCAPE DESIGN/PLAN IS NOT AVAILABLE, DISTURBED AREAS SHALL BE REVEGETATED WITH A GRASS SEED MIXTURE NATIVE TO THE PROJECT AREA.					5010							
					29. IF ANY ITEMS OF SUSPECTED HISTORICAL OR ARCHAEOLOGICAL VALUE ARE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR WILL BE REQUIRED TO STOP WORK AND CONTACT THE OWNER, PROJECT ENGINEER, AS WELL AS THE STATE HISTORICAL PRESERVATION OFFICE.					16. WATTLIES MAY BE USED IN PLACE OF SILT FENCE WHERE DETERMINED APPROPRIATE. SILT FENCE HAS BEEN SHOWN ON THE PROPERTY LINES IN SOME AREAS TO PREVENT ENCROACHMENT ONTO NEIGHBORING PROPERTIES					5010							
					30. CONTRACTOR SHALL CONFORM TO OSHA AND OTHER LOCAL, STATE, AND FEDERAL REQUIREMENTS WHEN REMOVING ASBESTOS CEMENT (AC) PIPE AND MATERIALS.					17. REVEGETATION AND STABILIZATION OF ALL DISTURBED PROJECT AREAS SHALL BE IN ACCORDANCE WITH THE PROJECT'S LANDSCAPE DESIGN. IF A LANDSCAPE DESIGN/PLAN IS NOT AVAILABLE, DISTURBED AREAS SHALL BE REVEGETATED WITH A GRASS SEED MIXTURE NATIVE TO THE PROJECT AREA.					5010							
					31. IF DURING CONSTRUCTION OF THE PROJECT, AN UNDERGROUND UTILITY IS DISCOVERED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND THE PROJECT ENGINEER. NO ATTEMPT SHALL BE MADE TO EXCAVATE, OPEN, OR REMOVE SUCH MATERIAL WITHOUT WRITTEN APPROVAL.					18. CONTRACTOR SHALL SECURE A SHORT TERM ACTIVITY EXEMPTION FROM IDEO PRIOR TO THE START OF CONSTRUCTION. IF TRENCH DEWATERING IS REQUIRED, CONTRACTOR SHALL SUBMIT A DEWATERING PLAN TO THE PROJECT ENGINEER PRIOR TO COMMENCEMENT OF DEWATERING OPERATIONS.					5010							
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NOTES:

1. REFER TO DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.

NO.	REVISION	BY	DATE	DESIGN	BEJGTT	DRAWN	AMJ/BEJ	CHECKED	APPROVED	PRELIMINARY DRAFT NOT FOR CONSTRUCTION	CRESTLINE ENGINEERS 323 DEINHARD LANE, SUITE C • PO BOX 2330 MCALL, IDAHO 83638	JUG MOUNTAIN RANCH - PHASE 3B VALLEY COUNTY, IDAHO ROADWAY, DRINKING WATER, GRADING, AND STORMWATER MANAGEMENT IMPROVEMENTS OVERALL LAYOUT	VERIFY SCALE BAR IS ONE INCH ON FULL SIZE DRAWING 0 1'
													PROJECT 15028-002

NOTES:

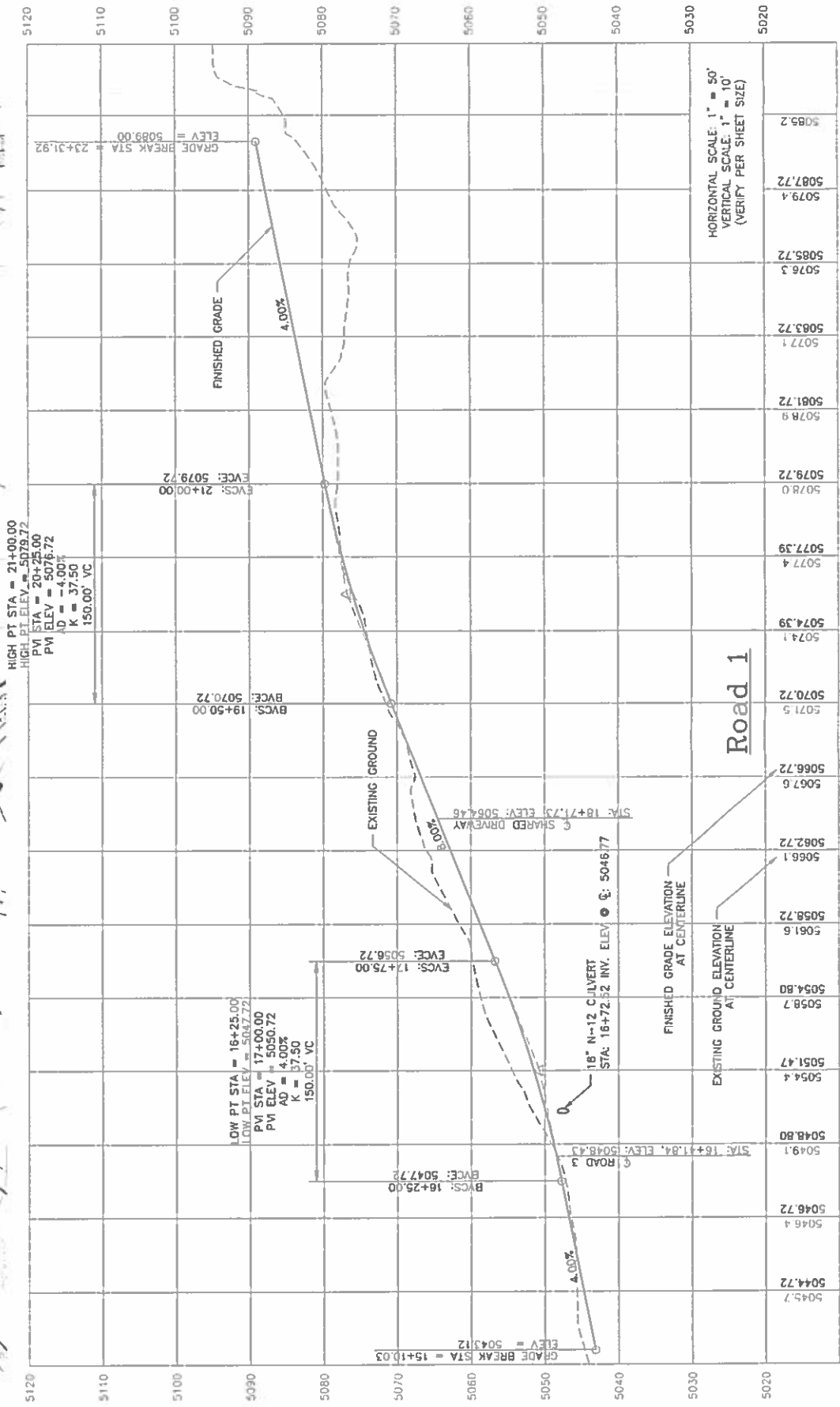
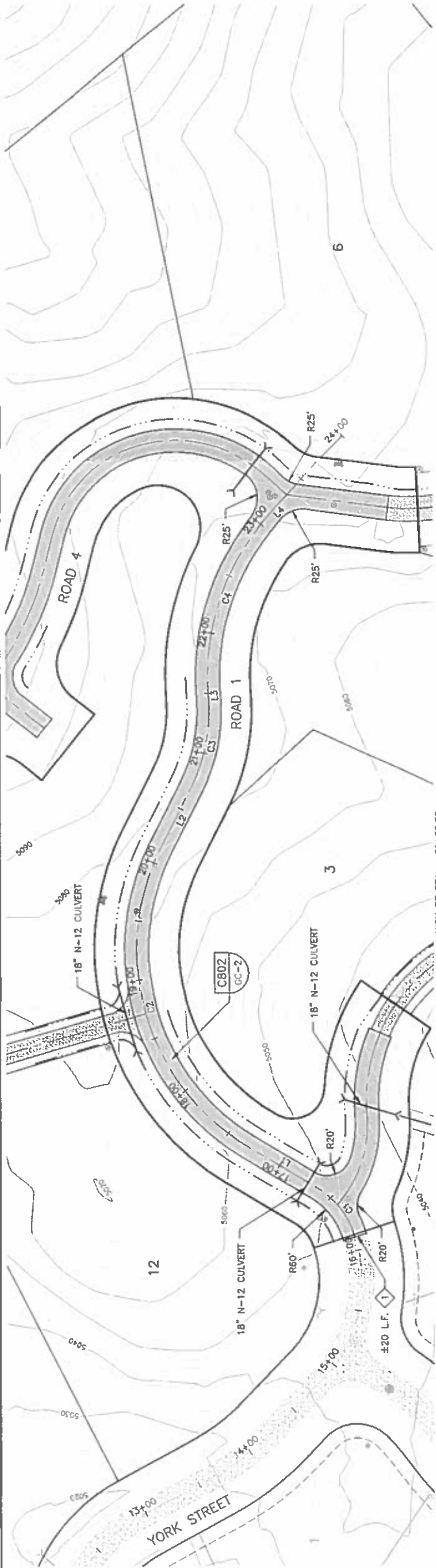
1. REFER TO DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.

KEY NOTES:

1 SAWCUT EXISTING ASPHALT ROAD TO CLEAN EDGE AND MATCH EXISTING PAVEMENT.

LINE TABLE				
LINE	LENGTH	START NORTHING	END NORTHING	END EASTING
L1	64.84	5421.68	26195.15	5400.35
L2	55.98	5266.43	26454.24	5317.79
L3	9.16	5204.08	26506.83	5209.52
L4	19.70	5050.89	26588.74	5070.41

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION LENGTH
C1	50.41	70.00	41.26	N88° 34' 26"W 49.33
C2	284.45	190.00	85.78	N66° 19' 01"W 258.62
C3	73.53	140.00	30.09	N38° 28' 27"W 72.68
C4	159.58	200.00	45.72	N30° 39' 36"W 155.39



NORTH



NO.	BY	DATE	DESIGN	REVISION
			BEJOTT	
			DRAWN	
			ANDREJ	
			CHECKED	
			APPROVED	

PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
MCCALL, IDAHO 83638

JUG MOUNTAIN RANCH - PHASE 3B
VALLEY COUNTY, IDAHO
ROADWAY, DRINKING WATER, GRADING, AND
STORMWATER MANAGEMENT IMPROVEMENTS
ROADWAY PLAN AND PROFILE - ROAD 1

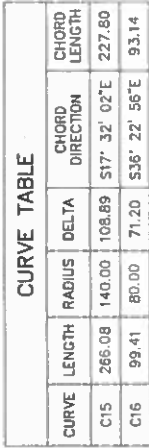
VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	1"
PROJECT	1502B-002
DATE	12/18/2022
DRAWING NO.	SHEET NO.
C-2	4 OF 13

1. REFER TO DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.



LINE TABLE					
LINE	LENGTH	START NORTHING	START EASTING	END NORTHING	END EASTING
L14	47.33	5572.14	26695.72	5533.40	26668.53
L15	71.62	5697.95	26716.13	5626.37	26713.82

1. REFER TO DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.



LINE TABLE					
LINE	LENGTH	START NORTHING	START EASTING	END NORTHING	END EASTING
L16	84.11	5050.89	26588.74	4993.74	26527.03



5118.6	5114.81	5116.1	5110.98	5107.00	5103.3	5096.0	5099.08	5096.3	5095.75	5091.8	5093.08	5085.8	5091.00	5083.4	5089.00
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5093.4	5069.00	5083.0	5067.00	5079.5	5084.58	5075.3	5081.33	5071.5	5077.25	5069.6	5072.83	5065.6	5068.58	5060.0	5064.50	5057.9	5060.50	5055.2	5058.50
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DESIGN	BE/JGT	DRAWN	AMD/BE	CHECKED	APPROVED
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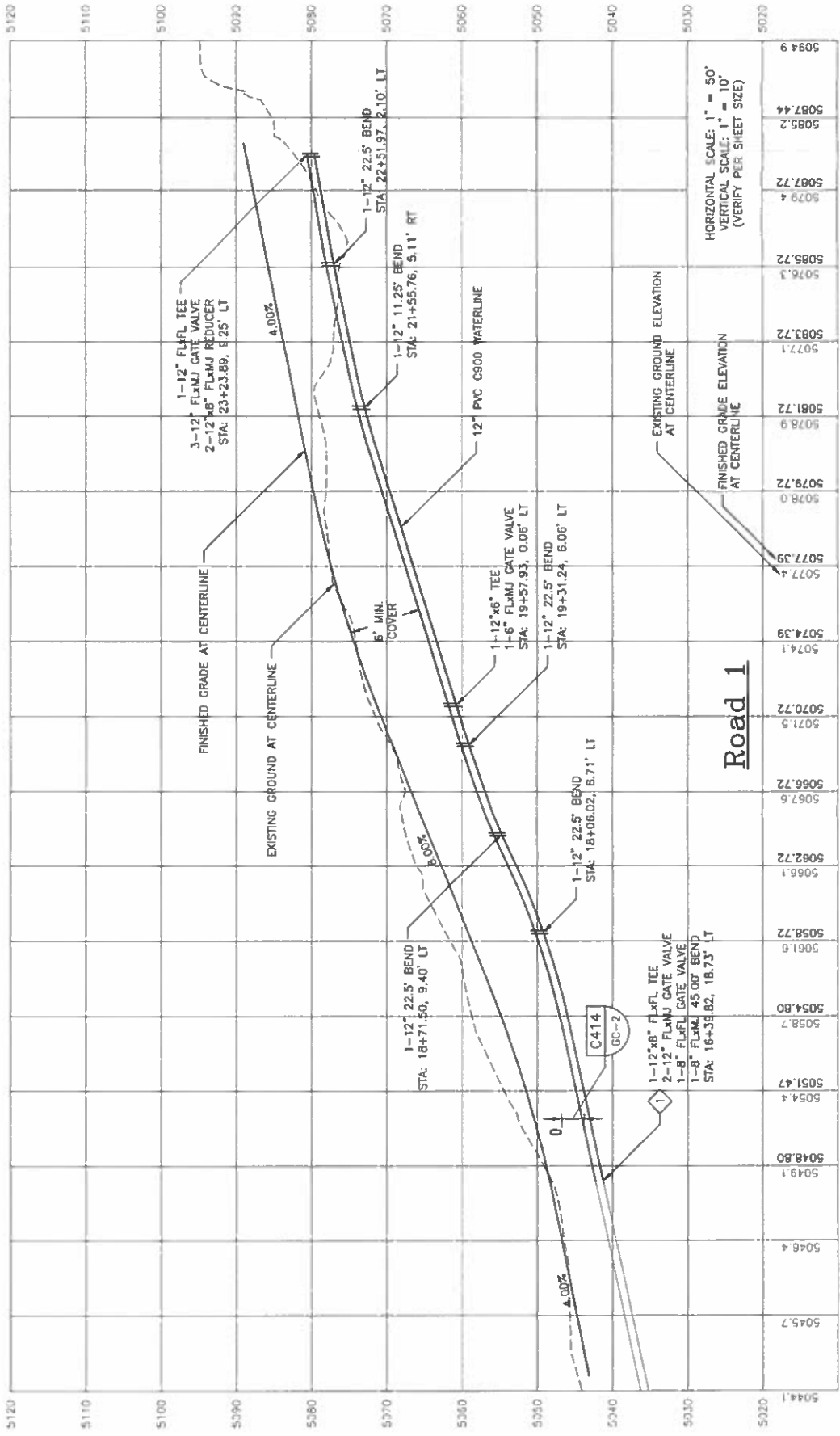
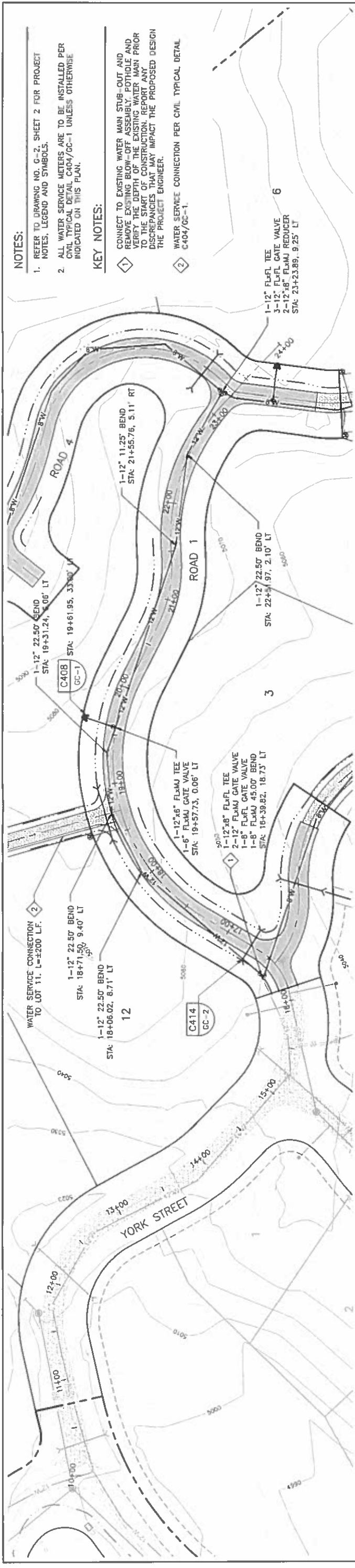
323 DEINHARD LANE, SUITE C · PO BOX 2330
MCALL, IDAHO 83638

JUG MOUNTAIN RANCH - PHASE 3B
VALLEY COUNTY, IDAHO

ROADWAY, DRINKING WATER, GRADING, AND
STORMWATER MANAGEMENT IMPROVEMENTS
ROADWAY PLAN AND PROFILE - ROAD 4 AND ROAD 5

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING 0 1"	
PROJECT	1502 8-0022
DATE	12/19/2022
DRAWING NO.	SHEET NO.
C-4	6 OF 13

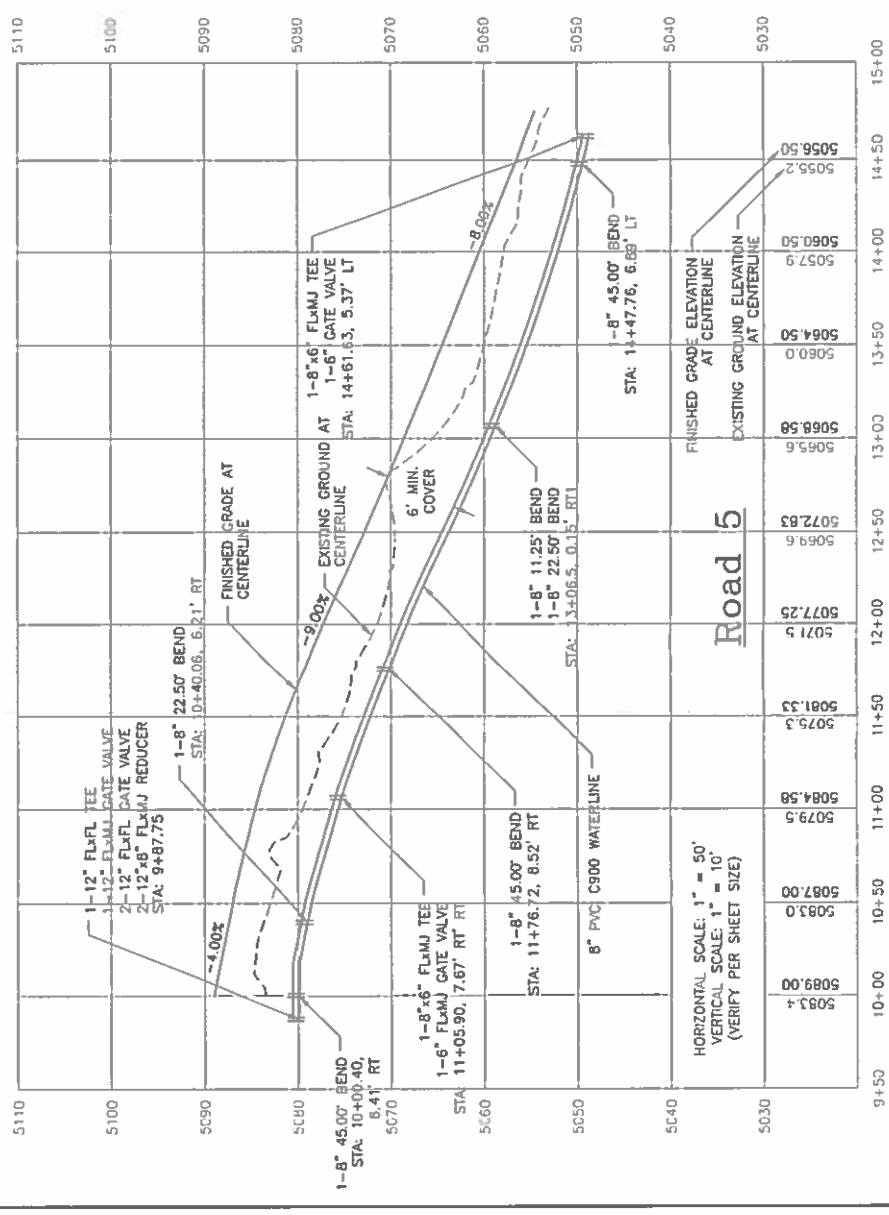
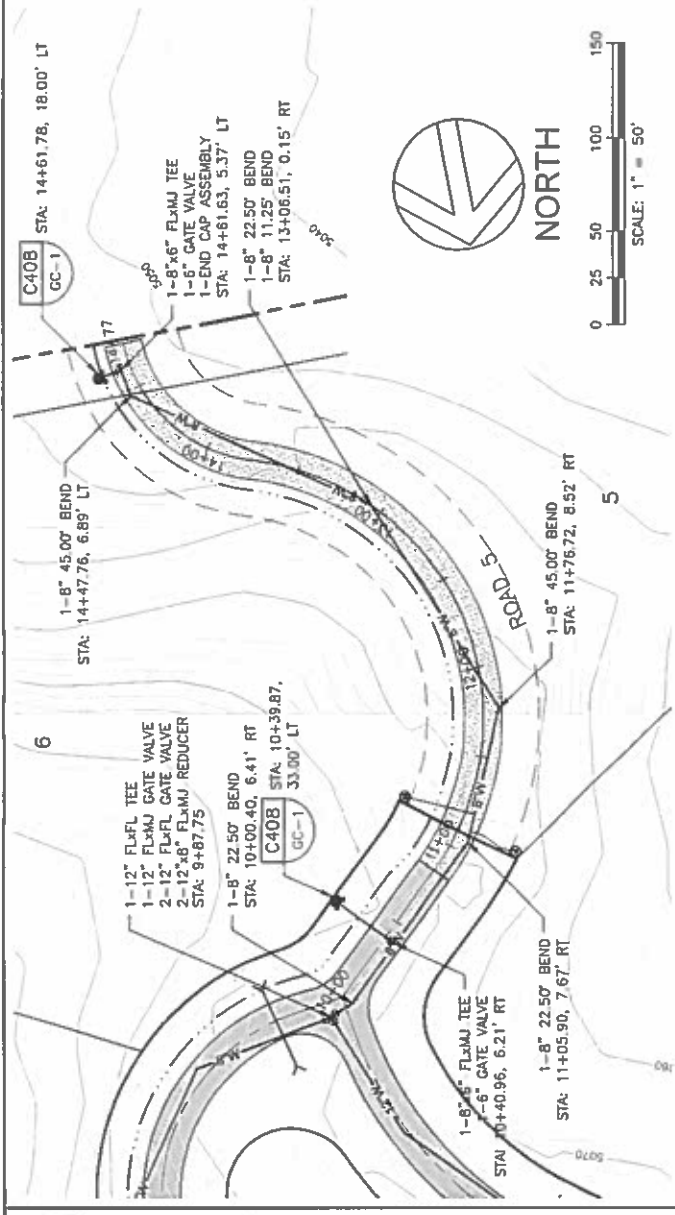
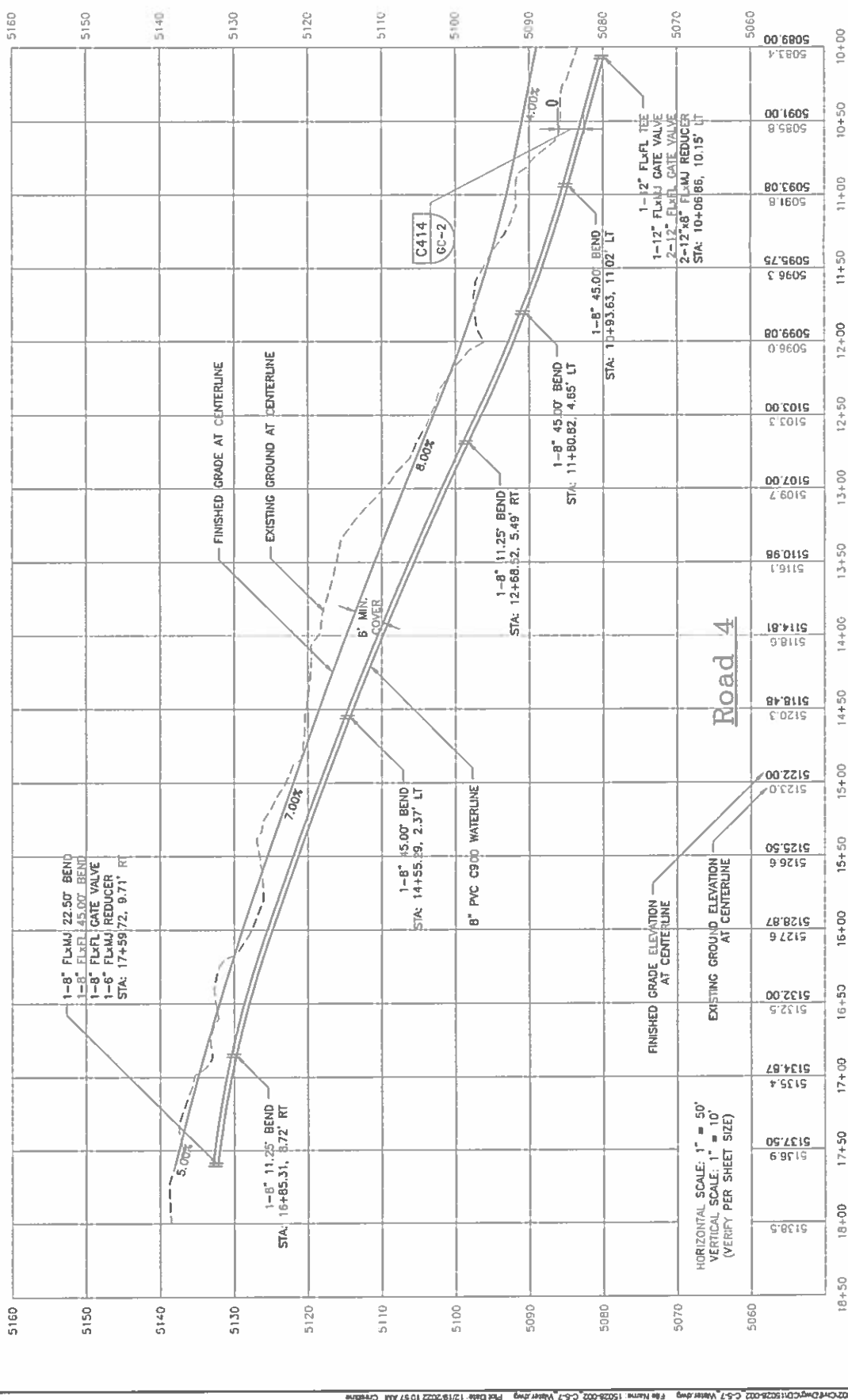
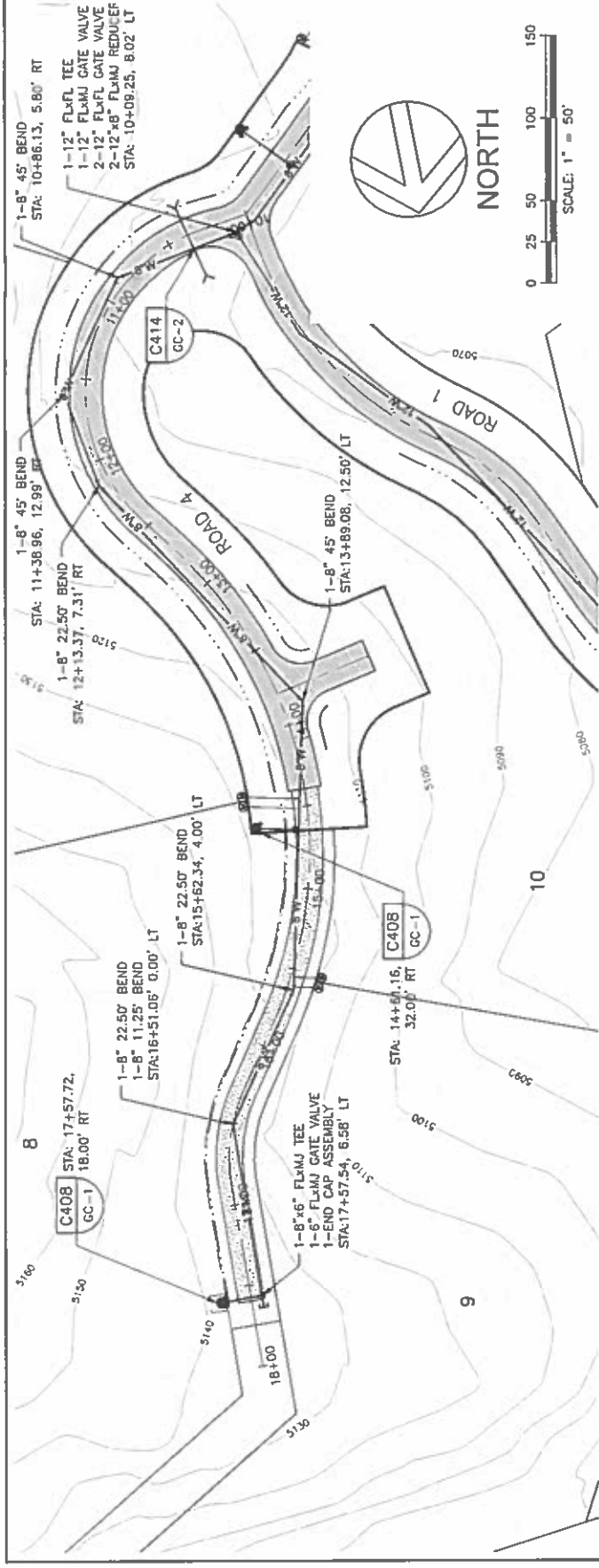
2 WATER SERVICE CONNECTION PER CML TYPICAL, DETAIL C404/GC-1.



NORTH



 <p>CRESTLINE ENGINEERS 323 DEINHARD LANE, SUITE C • PO BOX 2330 McCALL, IDAHO 83638</p>	<p>JUG MOUNTAIN RANCH - PHASE 3B VALLEY COUNTY, IDAHO</p> <p>ROADWAY, DRINKING WATER, GRADING, AND STORMWATER MANAGEMENT IMPROVEMENTS DOMESTIC WATER PLAN AND PROFILE - ROAD 1</p>			<p>VERIFY SCALE</p> <p>BASE IS ONE INCH ON FULL SIZE DRAWING</p>	
				<p>PROJECT 15028-002</p>	
				<p>DATE 12/19/2022</p>	
				<p>DRAWING NO. C-5</p>	
				<p>SHEET NO. 7 OF 13</p>	
NO.	REVISION	BY	DATE	DESIGN	BEIGHT
				DRAWN	
				AMDBEJ	
				CHECKED	
				APPROVED	
<p>PRIMARY DRAFT NOT FOR CONSTRUCTION</p>					



NOTES:

1. REFER TO DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.

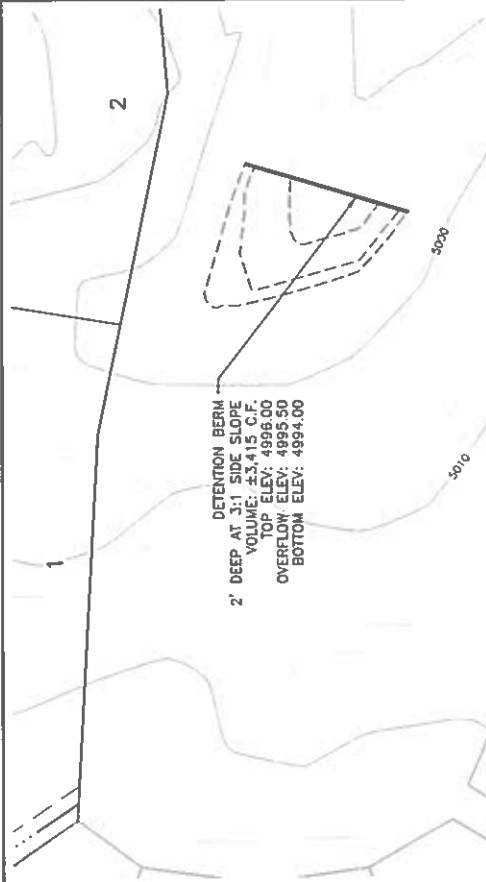
GRADING AND DRAINAGE NOTES:

1. IN GENERAL, ALL SITE GRADING ADJACENT TO NEW BUILDINGS/STRUCTURES SHALL BE SLOPED TO DRAIN AWAY FROM FOUNDATIONS AT A MINIMUM OF 1.5% IN HARDSCAPE AREAS AND 5% IN LANDSCAPE AREAS. ALL EXISTING DRIVEWAYS AND SIDEWALKS SHALL BE SLOPED TO RETAIN STORMWATER ON SITE AND RELEASED INTO EXISTING LANDSCAPED AREAS.
2. ALL ACCESSIBLE ROUTE RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 (5%). THE CROSS SLOPE ON WALKING SURFACES SHALL NOT BE STEEPER THAN 1:50 (2%).
3. THE CONTRACTOR SHALL MAINTAIN ALL DRAINAGE FACILITIES AND STRUCTURES UNTIL THE PROPOSED DRAINAGE IMPROVEMENTS ARE IN PLACE, FUNCTIONING, AND APPROVED BY THE PROJECT ENGINEER.
4. ALL MANHOLES CONNECTING TO TWELVE (12") INCH OR LARGER MAIN LINES AND IN OR ADJACENT TO ASPHALT SURFACES SHALL BE FORTY-EIGHT (48") INCH I.D. CONCRETE CATCH BASINS W/24" DIAMETER GRATED COVER AND A TWO (2) FOOT MINIMUM SUMP OR APPROVED EQUAL.
5. ALL CONCRETE MANHOLE JOINTS TO INCLUDE CON-SEAL "CS-320 MASTIC" AND BE GROUTED (INSIDE & OUT) USING QUIKRETE "NON-SHRINK GENERAL PURPOSE GROUT." EXTERIOR MANHOLE JOINTS TO BE COVERED WITH PRESS-SEAL "EZ-WRAP" EXTRUDED BUTYL EXTERIOR JOINT WRAP AFTER GROUTING. PRIME JOINT SURFACE USING A SPRAY ADHESIVE PRIOR TO EZ-WRAP APPLICATION. GROUTING OF ALL PIPE PENETRATIONS TO BE COMPLETED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO BACKFILLING.
6. CONTRACTOR TO USE "WHIRLYGIG" COLLARING SYSTEM ON ALL MANHOLES IN PLACE OF CONCRETE GRADE RINGS. JOINT BETWEEN WHIRLYGIG COLLARING SYSTEM (BOTTOM OF PLASTIC FLANGE) AND TOP OF MANHOLE CONE SHALL BE SEALED WITH "VULKEM 116" HIGH-PERFORMANCE POLYURETHANE SEALANT.
7. ALL DRAINAGE PIPING SHALL MAINTAIN A MINIMUM OF EIGHTEEN (18") INCHES OF COVER IN ALL TRAFFIC AREAS OR A MINIMUM OF TWELVE (12") INCHES OF COVER IN LANDSCAPED AND NON-TRAFFIC AREAS.
8. REFER TO PROJECT GEOTECHNICAL REPORT FOR FILL PLACEMENT AND MITIGATION MEASURES NECESSARY FOR UNDOCUMENTED FILL AND APPROVAL BY OWNER.
9. CONTRACTOR TO WORK WITH PROJECT ENGINEER TO EVALUATE SUBSURFACE SOILS WITHIN DETENTION BASIN FOOTPRINT. IF SUBSURFACE SOILS ARE NOT FAVORABLE, THE OWNER/ENGINEER WILL WORK WITH CONTRACTOR TO DEVELOP A PLAN TO IMPROVE SUBSURFACE DRAINAGE.



STORMWATER DETENTION BERM VIEWPORT

SCALE: 1" = 50'



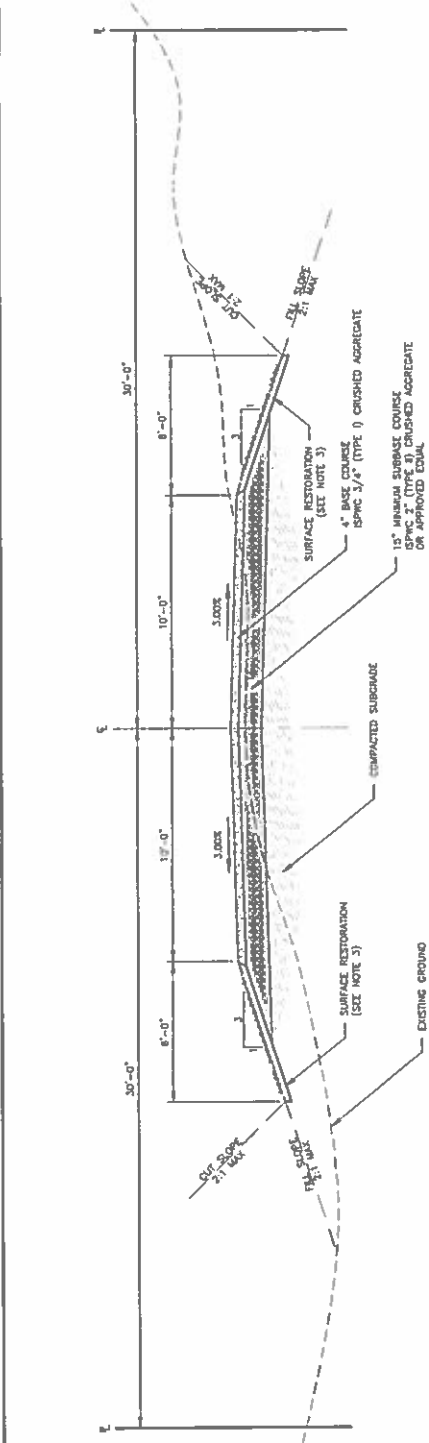
NO.	REVISION	BY	DATE	DESIGN	BEJ/GTT
				DRAWN	
				CHECKED	AND/BEJ
				APPROVED	

PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C • PO BOX 2330
MCCALL, IDAHO 83638

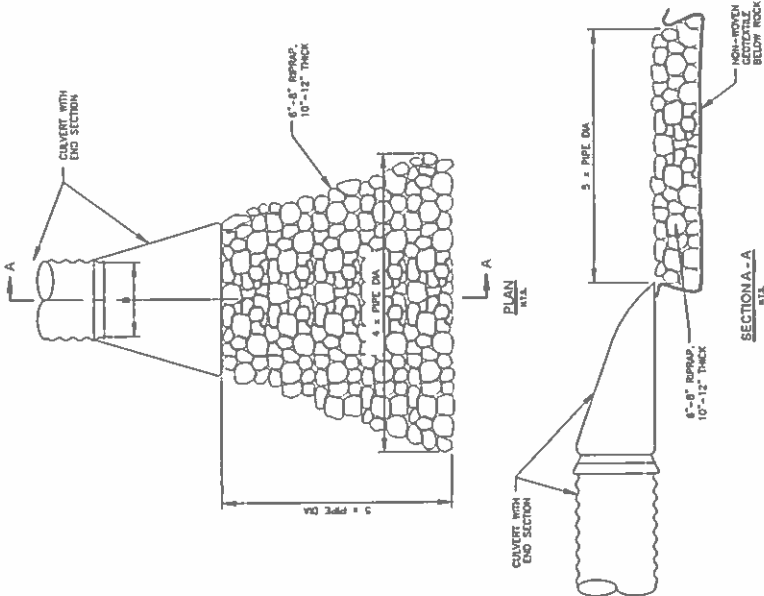
JUG MOUNTAIN RANCH - PHASE 3B
VALLEY COUNTY, IDAHO
ROADWAY, DRINKING WATER, GRADING, AND
STORMWATER MANAGEMENT IMPROVEMENTS
GRADING, DRAINAGE AND STORMWATER MANAGEMENT PLAN

VERIFY SCALE BAR IS ONE INCH ON FULL SIZE DRAWING 0 1'	
PROJECT	15028-002
DATE	12/18/2022
DRAWING NO.	SHEET NO.
C-8	10 OF 13

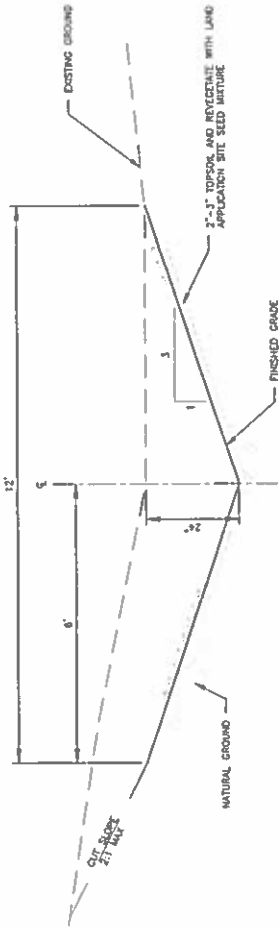


- NOTES:**
1. ROADWAY SECTION TO CONFORM TO VALLEY COUNTY MINIMUM STANDARDS FOR PRIVATE ROAD DESIGN AND CONSTRUCTION REQUIREMENTS.
 2. COMPACTION AND TESTING FOR ALL AGGREGATE BASE/SUBBASE MATERIAL SHALL BE IN ACCORDANCE WITH SPHC SECTION 602.
 3. SURFACE RESTORATION TO BE PER THE PROJECTS LANDSCAPING PLANS. IF LANDSCAPE PLANS HAVE NOT BEEN PROVIDED BY THE OWNER, SURFACE RESTORATION SHALL BE PER SECTION 602.2 OF TOP-SOIL RECYCLED WITH A GRASS MATURE WATVE TO THE PROJECT AREA.

C806 GRAVEL ROADWAY TYPICAL SECTION – EMERGENCY ACCESS
TYP NOT TO SCALE

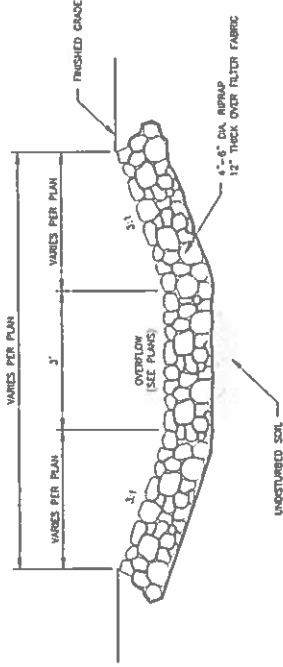


C1230 INLET/OUTLET PROTECTION
TYP NOT TO SCALE

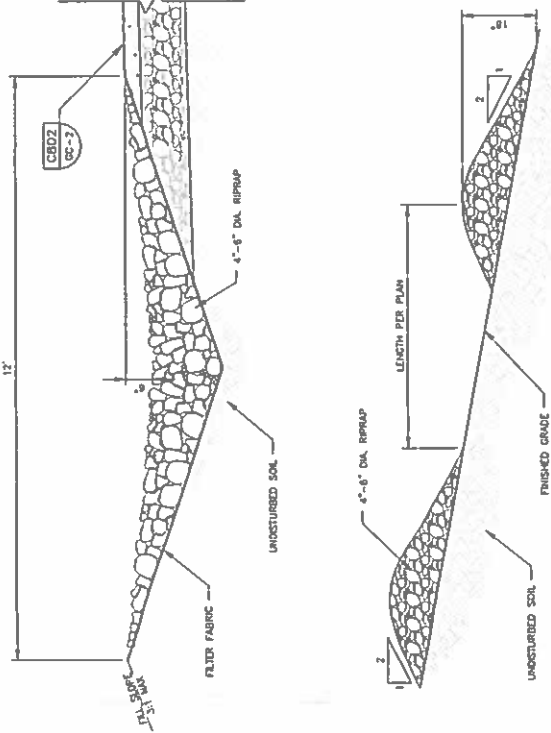


- NOTES:**
1. REFER TO IDAHO DEPARTMENT OF ENVIRONMENTALLY QUALITY'S CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES, VOLUME 4, SECTION 3, BIP 90 FOR ADDITIONAL INFORMATION.

C1401 BIOFILTRATION SWALE (VEGETATED SWALE)
TYP NOT TO SCALE



C1012 TYPICAL OVERFLOW DETAIL
TYP NOT TO SCALE



- NOTES:**
1. REFER TO IDAHO DEPARTMENT OF ENVIRONMENTALLY QUALITY'S CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES, VOLUME 4, SECTION 3, BIP 90 FOR ADDITIONAL INFORMATION.

C1020 ROCK CHECK DAM DETAIL
TYP NOT TO SCALE

NO.	REVISION	BY	DATE	DESIGN	AND
				DRAWN	AND
				CHECKED	AND
				APPROVED	

PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C • PO BOX 2330
MCCALL, IDAHO 83638

JUG MOUNTAIN RANCH - PHASE 3B
VALLEY COUNTY, IDAHO
ROADWAY, DRINKING WATER, GRADING, AND
STORMWATER MANAGEMENT IMPROVEMENTS
CIVIL TYPICAL DETAILS - 3

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING.	1"
PROJECT	1502B-002
DATE	12/18/2022
DRAWING NO.	SHEET NO.
GC-3	13 OF 13

EXHIBIT 5

Jug Mountain Ranch Phase 3B (Amendment to CUP 21-40)

IMPACT REPORT

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

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

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

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

Phase 3B is located immediately east of Phase 3A in Jug Mountain Ranch PUD, both of which are accessed via York Street which is near the golf club house at Jug Mountain Ranch. With 161 previously platted lots in the PUD, and public access to the club house, golf course and mountain biking, there will be minimal additional impact brought on by 12 additional residential lots.

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

The developer has recently facilitated affordable home ownership for an employee, and is working on separate plats and workforce housing to address housing affordability.

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

Noise and vibration levels will be consistent with those generated by a single family residence, both during construction and after.

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

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

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

N/A

6. Water demand, discharge, supply source, and disposal method for potable uses,

domestic uses, and fire protection. Identify existing surface water drainage, wet lands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

Potable water will be provided by the Jug Mountain Ranch central water system. See Exhibit 4 with regard to grading, drainage and stormwater management.

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

None.

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

There are no wetlands in Phase 3B. Site disturbance on Lots will be typical of that associated with construction of a single family residence, and pursuant to the JMR Design Guidelines, Lots are required to be revegetated after construction with preference for native plants. See also Exhibit 4 with regard to grading, drainage and stormwater management.

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

Standard BMPs will be employed during construction of the Phase 3B road and utility improvements, and of the residences on the Lots to assure that existing surface water drainage features are preserved. Pursuant to JMR Design Guidelines, Lots are required to be revegetated after construction with preference for native plants. See also Exhibit 4 with regard to grading, drainage and stormwater management.

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

See Exhibit 4 with regard to grading, drainage and stormwater management.

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

See Exhibit 4 with regard to grading, drainage and stormwater management.

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

neighboring property.

There is no visibility of Phase 3B from public roads. There will be visibility from neighboring lots, however there is significant timber on the property that will be thinned, but will continue to reduce visibility. See Exhibit 4 with regard to grading, drainage and stormwater management..

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

The subject property is part of Jug Mountain Ranch PUD, and the proposed development is an approved use and density in the PUD. Additionally, these lots provide close proximity to the club house and to the outdoor activities provided at Jug Mountain Ranch.

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

The subdivision of the Phase 3B property, and the construction of homes in Phase 3B, will increase property tax revenues.

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

No additional public services or facilities will be required. Lots will be serviced by private roads, Jug Mountain Ranch central water system, and individual septic systems.

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

N/A.

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

N/A

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

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

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

There are 12 single family residential lots. The minimum square footage, as

provided in the Jug Mountain Ranch Design Guidelines, is 1,900 square feet of heated livable space for a Single story home. and 2,250 square feet of heated livable space for a two story home.

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

It is anticipated that Phase 3B will be developed all at once. It is anticipated that application for final plat for Phase 3B will be made in the spring of 2023. and that construction of improvements will commence prior to that time. To the extent that utilities and roads are not completed prior to recordation of the final plat. the cost to complete will be escrowed in accordance with the VCLUDO.

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

Unknown.

Valley County Planning and Zoning

PO Box 1350 • 219 North Main Street
Cascade, ID 83611-1350
Phone: 208-382-7115
Email: cherrick@co.valley.id.us



Instrument # 446872

VALLEY COUNTY, CASCADE, IDAHO
12-22-2021 11:20:54 AM Pages: 3
Recorded for : P&Z
DOUGLAS A. MILLER
Ex-Officio Recorder Deputy
Index to: COUNTY MISC

Fee: 0.00

CONDITIONAL USE PERMIT

NO. 21-40

Phase 3B

Jug Mountain Ranch Planned Unit Development

Issued to: David John Carey II, Manager
Jug Mountain Ranch LLC and
Carey Real Estate Management LLC
PO Box 2332
McCall ID 83638

Property Location: The site is 29.37 acres identified as RP17N04E066455 and part of RP17N04E060006, a 483-acre parcel, in the SW ¼ Section 6, T.17N, R.4E, Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of December 9, 2021. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 21-40 with Conditions for establishing a 16 lot single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is December 21, 2021.

Conditions of Approval:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The final plat for shall be recorded within two years or this permit will be null and void.
4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
5. 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.

Conditional Use Permit

Page 1

6. Prior to final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed.
7. Must bury conduit for fiber optics with utilities.
8. A Declaration of Installation of Utilities shall be placed on the face of the plat if all utilities are not in place at the time of recordation.
9. A private road declaration is required.
10. A letter of approval is required from Donnelly Fire District prior to recording the final plat.
11. CCR's should address, lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.
12. All lighting must comply with the Valley County Lighting Ordinance.
13. Shall place addressing numbers at each residence and at the driveway entrance if the house numbers are not visible from the road.
14. Shall work with the Valley County Road Director to determine if the original Road Development Agreement needs to be amended and whether improvements should be required for E. Lake Fork RD, Ashton LN, and/or Farm to Market RD.
15. The following note 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."
16. Shall add a plat note for emergency access maintenance.

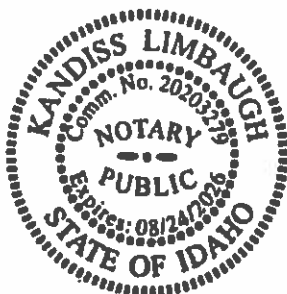
END CONDITIONAL USE PERMIT

Date December 21, 2021

Approved by Gabe Herrick

On this 21 day of December, 2021, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



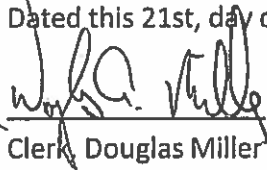
Kandiss Limbaugh
Notary Public
Residing at:
Commission Expires:

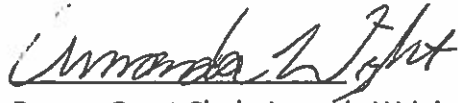
OATH OF OFFICE

State of Idaho,)
) ss.
County of Valley,)

I, Amanda Wright, do solemnly swear that I will support the Constitution of the United States, the Constitution, and laws of the State of Idaho and that I will faithfully discharge the duties of Deputy Court Clerk to the best of my ability, so help me God.

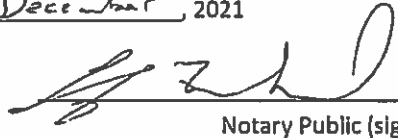
Dated this 21st, day of December 2021


Clerk, Douglas Miller


Deputy Court Clerk, Amanda Wright

Subscribed and sworn to before me this 21st day of December, 2021




Notary Public (signature)

Residing at: Donnelly, ID

My Commission Expires (mm/dd/yyyy): 9/27/2024

**FINDINGS OF FACT AND CONCLUSIONS OF LAW BEFORE
THE VALLEY COUNTY PLANNING AND ZONING COMMISSION**

SUBJECT: Conditional Use Permit No 21-40
Phase 3B
Jug Mountain Ranch Planned Unit Development

INTRODUCTION

This matter came before the Valley County Planning and Zoning Commission on December 9, 2021. The Commission reached a quorum. Commission members in attendance were Scott Freeman, Katlin Caldwell, and Acting-Chairman Neal Thompson.

David John Carey II, applicant, was present and requesting approval for a 16 lot single-family subdivision on 29.37 acres identified as RP17N04E066455 and part of RP17N04E060006, a 483-acre parcel, in the SW ¼ Section 6, T.17N, R.4E, Boise Meridian, Valley County, Idaho.

FINDINGS OF FACT

Having given due consideration to the application and evidence presented at the Public Hearing, which are summarized in the Minutes of the Commission's meeting dated December 9, 2021, with the exhibits, the Valley County Planning and Zoning Commission hereby made the following findings of fact:

1. That the existing use of the property described in the Petition is in a Planned Unit Development and will be a single family residential subdivision.
2. That the land use categorization in Valley County Code (Table 9-3-1) are as follows:
(2). Residential Uses (c) Subdivision for single-family residential use.
3. That the surrounding land uses are single family residential subdivision in a Planned Unit Development and a single family residential subdivision.
4. That the proper legal requirements for advertisement of the hearing have been fulfilled as required by the Valley County Land Use and Development Ordinance and by the Laws of the State of Idaho.

Legal notice was posted in the Star News on November 18, 2021, and November 24, 2021. Potentially affected agencies were notified on November 9, 2021. Neighbors within 300 feet of the property line were notified by fact sheet sent November 10, 2021. The site was posted on November 17, 2021. The notice and extension request were posted online at www.co.valley.id.us/public-hearing-information on November 9, 2021.

5. Other persons in attendance or on the phone expressed approval and disapproval of the proposed use.

CONCLUSIONS

Based on the foregoing findings, the Valley County Planning and Zoning Commission concludes as follows:

1. That the proposed use is in harmony with the general purpose of Valley County ordinances and policies and will not be otherwise detrimental to the public health, safety, and welfare.
2. That the proposed use is consistent with the Valley County Comprehensive Plan.
3. Valley County has one mixed use zone that promotes mitigation of potential impacts.
4. The proposed use is compatible with surrounding land uses.
5. The emergency access is important for safety and firefighting access.
6. The application is complete.
7. The proposed use was pre-approved in the original Jug Mountain Ranch Planned Unit Development.

ORDER

The Valley County Planning and Zoning Commission, pursuant to the aforementioned, orders that the application of David John Carey II for Conditional Use Permit No. 21-40 Phase 3B in Jug Mountain Ranch Planned Unit Development, as described in the application, staff report, correspondence, and minutes of the meetings be approved.

Special conditions applied to the proposed use are:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The final plat for shall be recorded within two years or this permit will be null and void.
4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.

5. 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.
6. Prior to final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed.
7. Must bury conduit for fiber optics with utilities.
8. A Declaration of Installation of Utilities shall be placed on the face of the plat if all utilities are not in place at the time of recordation.
9. A private road declaration is required.
10. A letter of approval is required from Donnelly Fire District prior to recording the final plat.
11. CCR's should address, lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.
12. All lighting must comply with the Valley County Lighting Ordinance.
13. Shall place addressing numbers at each residence and at the driveway entrance if the house numbers are not visible from the road.
14. Shall work with the Valley County Road Director to determine if the original Road Development Agreement needs to be amended and whether improvements should be required for E. Lake Fork RD, Ashton LN, and/or Farm to Market RD.
15. The following note 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."
16. Shall add a plat note for emergency access maintenance.

NOTICE OF FINAL ACTION AND RIGHT TO REGULATORY TAKING ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code §67-8003, an owner of real property that is the subject of an administrative or regulatory action may request a regulatory taking analysis. Such request must be in writing and must be filed with the Valley County Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

Please take notice that if this is a decision of the Planning and Zoning Commission it can be appealed to the Valley County Board of Commissioners in accordance with Valley County Code 9-5H-12. The appeal should be filed with the Valley County Planning and Zoning Administrator within ten days of the decision.

Please take notice that if this is a decision of the Board of County Commissioners it is a final action of the governing body of Valley County, Idaho. Pursuant to Idaho Code §67-6521, an affected person i.e., a person who has an interest in real property which may be adversely affected by the issuance or denial of the application to which this decision is made, may within twenty-eight (28) days after the date of this Decision and Order, seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

END FACTS AND CONCLUSIONS

Valley County
Planning and Zoning Commission, Chairman

Date: _____

Acting Chairman Thompson introduced the item and opened the public hearing. Acting Chairman Thompson asked if there was any *ex parte* contact or conflict of interest. There was none.

Acting Chairman Thompson asked for the Staff Report. Director Herrick presented the staff report; displayed the site and GIS map on the projector screen; and summarized the following exhibits:

- **Exhibit 1** – Emails and attachments between Amy Pemberton and Cynda Herrick. Road development agreement details are being discussed between the applicant, Road Department Director, and the Valley County Clerk. (Dec. 7, 2021)
- **Exhibit 2** – Lenard Long email regarding Jug Mountain Subdivision wastewater treatment. (Dec. 4, 2021)

Staff clarified the wastewater treatment requirements.

Acting Chairman Thompson asked for the applicant's presentation.

David Carey, Jug Mountain Ranch, McCall, stated that Jug Mountain Ranch is a P.U.D. This is the Village site where the higher density will be near the clubhouse. The approved P.U.D. allows a hotel, retail uses, and higher density. There is a large percentage of open space in this development. Water pollution is a concern. Removing the cows from the Boulder Creek area and the Jug Mountain sewer system has a positive impact on the water quality. Direct discharge is tested constantly and there has only been two minor violations in 17 years. The site is 82 feet above the meadow and out of the floodplain.

Acting Chairman Thompson asked for proponents. There were none.

Acting Chairman Thompson asked for undecided. There were none.

Acting Chairman Thompson asked for opponents. There were none.

Acting Chairman Thompson closed the public hearing. The Commission deliberated. The Commissions like the clustering and location of the higher density near the clubhouse. The application is complete. This provides another variety of housing in Valley County. The floodplain requirement is included in the conditions of approval.

Commissioner Freeman moved to approve C.U.P. 21-38 with the stated conditions and the preliminary plat. Commissioner Benton seconded the motion. Motion carried unanimously.

There is a 10-day appeal period to the Board of County Commissioners in accordance with Valley Code 9-5H-12.

8:57 p.m.

- 8. C.U.P. 21-21-40 Jug Mountain Ranch P.U.D. – Phase 3B – Preliminary Plat:** Jug Mountain Ranch LLC is requesting a conditional use permit to amend C.U.P. 04-34 and approve a preliminary plat in a part of Part of Jug Mountain Ranch Planned Unit Development 97-1. The plat would include 16 single-family residential lots and 4.19 acres of open space on 29.37 acres. No change in approved uses or densities is requested. Shared driveway variances are requested. The lots will be accessed from private roads onto Jug Mountain Ranch Road, an existing private road, and then onto Farm-to Market Road, public. The homes will use the existing central sewer and water systems for Jug Mountain. The site is in the SW ½ Section 6, T.17N, R.4E, B.M., Valley County, Idaho. Action Item.

Acting Chairman Thompson introduced the item and opened the public hearing. Acting Chairman Thompson asked if there was any *ex parte* contact or conflict of interest. There was none.

Acting Chairman Thompson asked for the Staff Report. Director Herrick presented the staff report; and displayed the preliminary plat, site, and GIS map on the projector screen; and summarized the following exhibits:

- **Exhibit 1** – Emails and attachments between Amy Pemberton and Cynda Herrick regarding the road development agreement and Fire Districts. Jug Mountain Ranch is located within both the McCall and Donnelly Fire Districts. Jug Mountain Ranch would like to be fully annexed into the McCall Fire District. (Dec. 7, 2021)
- **Exhibit 2** – Don Gulliksen and Susie Erickson, 320 Ashton Lane, are opposed to the use of Ashton Lane for any use other than emergency service providers. (Dec. 2, 2021)
- **Exhibit 3** – Amy Pemberton submitted information regarding the JMR sewer system and replied to the previous comments for the Friends of Lake Cascade and staff comments in the staff report. (Dec. 9, 2021)

Private roads and the proposed emergency ingress/egress road and easement were discussed

Acting Chairman Thompson asked for the applicant's presentation.

David Carey, Lang Court, stated Phase 3A was platted a few years ago. This phase will extend the road and has slightly larger lots than Phase 3A due to steeper topography. There will be open space, sewer system, fire hydrants, and a pressurized water tank for firefighting. They have been working with Stephanie Nelson for fire wise thinning. The connection to Ashton Lane is not required but would allow access for heavy equipment for firefighting and emergencies. The access is already there. It will not be for public access. A gate would be added. The paved road ends at the front of Lots 6 and 7.

The Jug Mountain Homeowners Association voted to not allow short-term rentals within the existing homes in Jug Mountain Ranch. This would also be true for this phase. It is likely that short-term rentals would be allowed in Phase 3 Village South.

Amy Pemberton, representative, stated that maintenance of the emergency access is required in the CCRs and could be added to the plat for further clarification.

Acting Chairman Thompson asked for proponents. There were none.

Acting Chairman Thompson asked for undecided. There were none.

Acting Chairman Thompson asked for opponents. There were none.

Acting Chairman Thompson closed the public hearing. The Commission deliberated. This is a good development. The emergency access is important for safety and firefighting access.

COA: Shall add a plat note for emergency access maintenance.

Commissioner Caldwell moved to approve C.U.P. 21-40 with the stated conditions and the preliminary plat. Commissioner Freeman seconded the motion. Motion carried unanimously.

There is a 10-day appeal period to the Board of County Commissioners in accordance with Valley Code 9-5H-12.

9:23 p.m.

EXHIBIT 7

DRAFT

DECLARATION OF INSTALLATION OF UTILITIES
FOR JUG MOUNTAIN RANCH, PHASE 3B
VALLEY COUNTY, IDAHO

This **DECLARATION** is made by **JUG MOUNTAIN RANCH LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the Jug Mountain Ranch Planned Unit Development, Phase 3B.

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

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

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed in Phase 3B, the schedule for completion of such utilities, and the entity with responsibility for construction of such utilities.

NOW, THEREFORE, Jug Mountain Ranch LLC hereby states and declares as follows:

1. Sewage Disposal: Sewage disposal for each Lot in Phase 3B Jug Mountain Ranch 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: The Jug Mountain Ranch water system is a Public Water System which is permitted by the Idaho Department of Environmental Quality (IDEQ). The owner is required to operate the water system in compliance with the *Idaho Rules for Public Drinking Water Systems – IDAPA 58.01.08*. The water system has been expanded for Phase 3B, and all significant infrastructure required to serve Phase 3B is in place.

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

4. Telephone: The telecommunications system is being supplied to Phase 3B by Ziply Fiber, which is responsible for the design and construction of the Phase 3B telecommunications system. *[Construction is completed. OR Telephone service will be provided to all lots in Phase 3B not later than _____.]*

5. Responsibility for Construction: Responsibility for the costs of construction of the aforesaid utilities rests with the Jug Mountain Ranch LLC (or with the Owner of the Lot, in the case of the septic systems). VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE

DRAFT

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

6. Financial Assurance *[If utilities are not completed prior to recording of the final plat]:* Completion of the above utilities shall be financially assured by Jug Mountain Ranch 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 utilities for Phase 3B has been deposited in the Escrow Account.

IN WITNESS WHEREOF, the undersigned Owner of the said Jug Mountain Ranch Planned Unit Development, Phase 3B, has executed this Declaration the day and year first above noted.

JUG MOUNTAIN RANCH LLC

By: _____
DAVID JOHN CAREY II, Manager

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

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

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT 8

DRAFT

**OWNER'S DECLARATION OF PRIVATE ROADS
FOR JUG MOUNTAIN RANCH, PHASE 3B
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **JUG MOUNTAIN RANCH LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the Jug Mountain Ranch Planned Unit Development, Phase 3B.

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

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

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the Jug Mountain Ranch Phase 3B Roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, Jug Mountain Ranch LLC hereby states and declares as follows:

1. PRIVATE ROADS: All roads which are depicted on the Phase 3B Final 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 Jug Mountain Ranch Association Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration for the Jug Mountain Ranch and the Supplemental Declaration for Jug Mountain Ranch, Phase 3B.

2. JUG MOUNTAIN RANCH LLC IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION: Jug Mountain Ranch LLC is solely responsible for the costs of the design and construction of the Private Roads, pursuant to and according to the final plans therefore, as submitted to Valley County. *[Construction is completed. OR The Private Roads shown on the Phase 3B Final Plat are not completed. Roads to each platted lot in Phase 3B are completed to a graveled surface. They will be completed to a paved surface on or before _____, in compliance with the Phase 3B road plans as approved by Valley County.]*

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

4. JUG MOUNTAIN RANCH ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS: The Jug Mountain Ranch Association, Inc., a duly

formed Idaho non-profit corporation, whose members shall include the owners of Lots in the Jug Mountain Ranch Planned Unit Development, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

5. FINANCIAL ASSURANCE *[If Private Roads are not completed prior to recording of the final plat]*: The cost of full completion of the Private Roads shown on the Phase 3B Final Plat, including paving, drainage, traffic control devices, and re-vegetation shall be financially assured by Jug Mountain Ranch LLC by means of an Escrow Account Agreement with Valley County. 110% of the amount specified in the Project Engineer's estimate of the cost to complete the approved road plans for Phase 3B has been deposited in the Escrow Account.

IN WITNESS WHEREOF, the undersigned Owner of the said Jug Mountain Ranch Planned Unit Development, Phase 3B, has executed this Declaration the day and year first above noted.

JUG MOUNTAIN RANCH LLC

By: _____
DAVID JOHN CAREY II, Manager

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

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

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT 9

DRAFT

SUPPLEMENTAL DECLARATION FOR JUG MOUNTAIN RANCH PHASE 3B

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**SUPPLEMENTAL DECLARATION
FOR
JUG MOUNTAIN RANCH
PHASE 3B**

This Supplemental Declaration is made this _____ day of _____, 20____, by Jug Mountain Ranch LLC, an Idaho limited liability company.

ARTICLE 1. Introduction & Purpose

1.1 This Supplemental Declaration (a) is filed pursuant to Section 7.1 of the Amended and Restated General Declaration for Jug Mountain Ranch (the "General Declaration") recorded September 26, 2006 as Instrument No. 313721 with the Valley County, Idaho Recorder, as may be amended; and, (b) affects only Phase 3B of Jug Mountain Ranch, according to the recorded plat thereof, which is defined and described at Section 2.4 below, and any amendments thereto (the "Affected Property").

1.2 The purposes of this Supplemental Declaration are to annex the Affected Property into Jug Mountain Ranch, to set forth additional covenants and conditions with respect to the use, density and design of improvements on the Affected Property, in order to preserve the natural beauty of Jug Mountain Ranch and its setting, to maintain Jug Mountain Ranch as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Affected Property and Jug Mountain Ranch.

ARTICLE 2. Definitions

2.1 Lot: Each parcel of real property reflected on the Phase 3B Plat as a Lot which may be independently owned and conveyed.

2.2 Affected Residential Lots: Affected Residential Lots are defined as the following Lots: Block ___, Lots 1 through 12.

2.3 Phase 3B Plat: That certain plat recorded _____, 20____ as Instrument No. _____ with the Valley County, Idaho Recorder and entitled "Jug Mountain Ranch Planned Unit Development Phase 3B", and as the same may be amended.

2.4 Supplemental Declaration: This Supplemental Declaration as may be amended and supplemented.

2.5 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.

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

2.7 Primary/Secondary Structure: A building which contains two Living Units, one being for Guests, which Living Units cannot be separately sold, rented or leased. The Secondary Unit must be attached to the Primary Unit.

2.8 Attached Garage: An Attached Garage is a garage which is attached directly to a Living Unit. A garage which is attached to a Living Unit by a breezeway or some other

covered but unenclosed outdoor route shall be considered an Attached Garage. A Detached Garage, which may not contain a Living Unit, is a garage which is not attached.

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

2.10 Building Improvements: Any material improvement of any of the Affected Property 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.

2.11 Other: Other capitalized terms used herein shall have the meaning set forth in the General Declaration or in this Supplemental Declaration.

ARTICLE 3. Annexation of Phase 3B Into Jug Mountain Ranch

3.1 Annexation: Declarant hereby annexes the Affected Property into Jug Mountain Ranch pursuant to Section 10.1 of the General Declaration.

3.2 Incorporation and Adoption of General Declaration: All covenants, restrictions and provisions of the General Declaration are hereby incorporated by reference, adopted, and declared to be applicable to and binding upon the Affected Property.

ARTICLE 4. Jug Mountain Ranch Association and Neighborhood Designation

4.1 Ranch Association Residential Membership: Each Owner of an Affected Residential Lot shall be a Class A Residential member of the Jug Mountain Ranch Association, pursuant to the Jug Mountain Ranch Association Articles of Incorporation and Bylaws.

4.2 Neighborhood Designations:

(a) **Residential Home Site Neighborhood:** At Article 13 of the Bylaws, Declarant created the Residential Home Site Neighborhood. Each Owner of an Affected Residential Lot shall be a member of the Residential Home Site Neighborhood.

4.3 Declarant's Right to Reallocate Units Among Neighborhoods: Declarant shall have the right to create additional Neighborhoods, add Units to each Neighborhood, and to reallocate Units within each Neighborhood, pursuant to a Supplemental Declaration.

ARTICLE 5. Open Spaces

5.1 Designation of Open Spaces: Pursuant to Article 5 of the General Declaration, Open Space Parcels depicted on the Phase 3B Plat are designated as follows:

(a) **Common Open Space Lots:** The following Lots, which are marked "Open Space" on the Phase 3B Plat, are Common Open Space: Block 1, Lot _____.

The above-described Open Space parcels shall be managed and used in accordance with this Supplemental Declaration, the Phase 3B Plat and the General Declaration.

5.2 Trails in Open Spaces: Declarant shall have the right to construct trails in any Golf Course, Open Space or Private Open Space Lot, to be used for such recreational uses as the Declarant shall designate, in Declarant's sole discretion, including but not limited to the following uses: pedestrian, bicyclists, horseback riders, and skiers, and the use of motorized

equipment to maintain and prepare trails for the same. Declarant shall have the sole discretion to identify allowable users of such trails. Declarant shall also have the sole discretion to determine materials used to construct such trails, including but not limited to natural and asphalt surfaces. Declarant reserves the right to modify the location of any trails, and shall have the sole discretion to vacate or terminate the use or right of use of such trails. The Board shall have the rights of Declarant in this Section 5.2 upon the Conversion Date.

5.3 Recreational Uses in Open Spaces: Declarant shall have the right to construct recreational facilities within any Common Open Space Lot or Private Open Space Lot, to be used for such recreational uses as the Declarant shall designate, in Declarant's sole discretion, including but not limited to a fishing facility. Such recreational facilities may be Association Facilities or Private Amenities, in the discretion of Declarant. Declarant shall have the sole discretion to identify allowable users of such recreational facilities, and, as provided at Section 5.1(f) of the General Declaration, shall have the discretion to impose membership requirements and/or or charge membership, admission or other fees for the use of any such recreational facility and to allow the use thereof by non owners. Declarant reserves the right to modify the location of any such facility, and shall have the sole discretion to vacate or terminate the use or right of use of such facilities.

ARTICLE 6. Easements

6.1 Utility Easements: Declarant reserves the right to construct utilities and irrigation facilities within any Utility Easement, any road right of way, and any Open Space Parcel which is depicted on the Phase 3B Plat, 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 and Development Guidelines. All Utility Easements are reserved in perpetuity.

6.2 Snow Removal Easements: Snow may be placed within any Snow Removal Easement, 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 another easements, such as a Utility or Trail Easement, or as may be permitted pursuant to the Design and Development Guidelines.

6.3 Driveway Easements:

(a) Following are the driveway easements shown on the Phase 3B Plat:

(i) Block ____, Lots 1, 2, 3, 4, 5 and 6. Owners of all such Lots shall have the right to use this Driveway Easement, including the Owners of Lots 1, 4 and 5 which front the road. In the event that the Owners of Lots 1, 4 or 5 utilize the Driveway Easement to access their lots, they shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they access their Lot directly from the adjoining road, they shall not share in the cost of maintenance and repair.

(ii) Block ____, Lots 5, 6, 7 and 8. Owners of all such Lots shall have the right to use this Driveway Easement, including the Owners of Lots 5 and 8 which front the road. In the event that the Owners of Lots 5 or 8 utilize the Driveway Easement to access their lots, they shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they access their Lot directly from the adjoining road, they shall not share in the cost of maintenance and repair.

(iii) Block ____, Lots 11, 12 and 13. Owners of all such Lots shall have the right to use this Driveway Easement, including the Owner of Lot 13 which fronts an alternate driveway easement. In the event that the Owner of Lot 13 utilizes the Driveway Easement to access their lot, they shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they access their Lot from the alternate Driveway Easement, they shall not share in the cost of maintenance and repair.

(iv) Block ____, Lots 13, 14, 15 and 16. Owners of all such Lots shall have the right to use this Driveway Easement, including the Owner of Lot 13 which fronts an alternate driveway easement, and the owners of Lots 14, 15 and 16, which front a road. In the event that the Owners of Lot 13, 14, 15 or 16 utilizes the Driveway Easement to access their lot, they shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they access their Lot from the alternate Driveway Easement or from a road, they shall not share in the cost of maintenance and repair.

(b) All Driveway Easements shall be completed to a gravel surface by the Declarant at or before the time that an occupancy permit is granted for any Lot with use of the Driveway Easement. The Declarant may choose to pave the surface in Declarant's discretion.

(c) The Ranch Association shall maintain the driving surface of Driveway Easements, in good condition, except for snow plowing. The Users of a Driveway Easement shall share equally in the cost of snow plowing in a Driveway Easement, beginning with that date upon which a Building Permit is issued for the construction of a home on a Lot. Therefore, no contribution shall be required from any Owner who has not yet obtained a Building Permit.

(d) Any damage to a Driveway Easement incurred due to construction shall be repaired at the expense of the Owner doing the construction.

(e) Users of a Driveway Easement who are unable to obtain reimbursement for expenses of maintenance from another user of the Driveway Easement shall have the right to request that the Ranch Association assess a Compliance Assessment against the nonpaying Owner, which the Ranch Association shall assess in its discretion.

6.4 Emergency Access Easement: An Emergency Access Easement is depicted on the Phase 3B Plat, crossing Lots 6, 7 and 8. The Emergency Access Easement is reserved for use by emergency service providers, and for use by the Ranch Association and the Declarant for service access and maintenance. The easement shall be gated at the southerly property boundary of Phase 3B. The gate shall approved by the governing fire district to be locked with a Knox

lock or other lock acceptable to the governing fire district, and shall have siren activated gates approved by the governing fire district. The Emergency Access Easement shall be maintained by the Ranch Association.

6.5 Recreation Easement: Recreation Easement is depicted on the Phase 3B Plat, crossing Lots 13, 14, 15 and 16. The Recreation Easement 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, skiers, and the use of motorized equipment to maintain and prepare trails for the same. Declarant shall also have the sole discretion to identify allowable users of the Recreation Easement. Declarant reserves the right to modify the location of the trail within the Recreation Easement, and shall have the sole discretion to vacate the Recreation Easement.

ARTICLE 7. Roads and Utilities

7.1 Roads: Pursuant to that certain Owner's Declaration of Roads For Jug Mountain Ranch, Phase 3B ("Declaration of Private Roads"), recorded with the Valley County Recorder, all roads which are depicted on the Phase 3B 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. Said private roads are hereby irrevocably dedicated for the nonexclusive use and enjoyment of the members of the Ranch Association, together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration and this Supplemental Declaration, which shall in no event divest the members' right of use as aforesaid. As provided in the General Declaration and the Declaration of Private Roads, the Ranch Association shall be responsible for the maintenance and repair of the above-described private roads.

7.2 Utilities:

(a) The Water System described in the General Declaration will be installed for use by all members in the Phase 3B Property on or before December 31, 20____. Owners of Affected Residential Lots shall pay all water connection fees and utility assessments related to the Water System.

(b) Sewage disposal for each Affected Residential Lot 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 the Owner of the Lot. Owners of Affected Residential Lots shall not be required to pay a sewer connection fee or utility assessments related to the Jug Mountain Ranch Central Sewer System

ARTICLE 8. Limitation of Building Improvements

8.1 Affected Residential Lots: Affected Residential Lots may not contain any Building Improvements except:

- (a) A Single Family Structure or a Primary/Secondary Structure; and,
- (b) A garage of a size and at a location approved in writing by the DRC, which may be attached or detached; and,

- (c) Such fences, walls, driveways and parking areas as may be approved in writing by the DRC; and,
- (d) Landscaping improvements approved in writing by the DRC; and,
- (e) Such other improvements as may be approved in writing by the DRC.

Maximum and minimum square footages and other site and design criteria are defined in the Design and Development Guidelines.

ARTICLE 9. Use of Affected Residential Lots

9.1 Single Family Residential Use: The Affected Residential Lots shall be used only for single family residential purposes with customary accessory uses, except as permitted under Section 9.4. Customary accessory uses shall include but not be limited to long term rentals to persons who use such improvements for residential or lodging purposes, as restricted by the terms of Section 6.17 of the General Declaration.

9.2 No Further Division: No Owner of any Affected Residential Lot may apply to Valley County, Idaho, or any governmental jurisdiction to further divide any Affected Residential Lot, except that Declarant may further divide an Affected Residential Lot, or adjust lot lines between Affected Residential Lots, prior to sale of such Affected Residential Lot(s), as approved by Valley County.

9.3 Condominiums: No Owner of any Affected Residential Lot shall dedicate or submit such Owners' Lot to a condominium form of ownership.

9.4 Home Office: An Affected Residential Lot may also be used for a Home Office, only if the Ranch Association has issued a written permit for such activity. The Ranch Association may refuse to issue a permit in its sole and absolute discretion, if, in the Ranch Association's reasonable judgment, such activity would:

- (a) create additional vehicular traffic to or from such Lot;
- (b) employ persons at such lot other than those residing at such Lot;
- (c) require storage of any significant materials, machinery, inventory or other items on such Lot;
- (d) require processing of materials into finished products or the assembly of parts produced off site;
- (e) require additional parking at such lot, whether for customers, delivery or otherwise;
- (f) be incompatible with the quiet enjoyment of the surrounding Lots by such Lots' Owners; or,
- (g) otherwise violate the provisions of Article 7 or 8 of the General Declaration.

Any such permit shall be issued for such period and upon such terms as the Ranch Association, in its sole discretion, deems reasonable.

ARTICLE 10. Building Guidelines

10.1 All Building Improvements on any Affected Lot must be built strictly in accordance with the provisions of the Design and Development Guidelines.

10.2 By acquiring any interest in an Affected 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 and Development Guidelines in effect from time to time. In particular, such Owner recognizes that certain of the judgments which will be made by the DRC are subjective in nature, and such Owner agrees not to contest such subjective judgments unless they are made in bad faith or in an arbitrary and capricious manner.

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 Ranch Association or any Owner of an Affected Residential Lot, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Supplemental Declaration is recorded. After such time, this Supplemental Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by the Declarant and the Ranch Association upon the affirmative vote of the Class E Declarant Member, the Ranch Association Board, and 90% of the Owners of the Affected Residential Lots, has been recorded within the year preceding each extension, agreeing to terminate this Supplemental Declaration, in which case this Supplemental 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 Declaration or this Supplemental Declaration, 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 the 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 upon the affirmative vote of 75% of the Owners of the Affected Residential Lots present in person or by proxy at a meeting held for that purpose, and the approval of Declarant and the Ranch Association Board, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Declarant and the Ranch Association Board.

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) **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 the Residential Association Articles of Incorporation or Bylaws, it will be conclusively presumed that such Owner has the authority to so 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 a promise, covenant and undertaking to comply with each such provision: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within the Affected Property 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 the Affected Property by an Owner or the Ranch Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Ranch Association, as the case may be; (c) shall, as a personal covenant, be binding on such Owner or the Ranch Association and such Owner's or the Ranch Association's respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Ranch Association but not to, with or for the benefit of any other Owner; (e) shall, if a personal covenant of the Ranch 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 the Affected property; (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 the Affected property and for the benefit of any and all other real property within Jug Mountain Ranch; 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 the Affected Property which lien with respect to any Unit shall be deemed a lien in favor of Declarant and the Ranch Association, jointly and severally, and, with respect to any real property owned by the Ranch 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 Ranch Association as provided in Section 18.4 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 Ranch Association, the DRC, the Board of Directors of the Ranch Association, 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 Ranch Association, and each Owner of an Affected Residential Lot 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 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 this Supplemental Declaration.

IN WITNESS WHEREOF Declarant has executed this Supplemental Declaration the day and year first above written.

JUG MOUNTAIN RANCH LLC,
An Idaho limited liability company

By: _____
David John Carey II, Manager

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

On this _____ day of _____, 20____, before me,
_____, a Notary Public in and for said State, personally appeared
David John Carey II, known or identified to me to be the Manager of **Jug Mountain Ranch LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT 10

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

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

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

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

- [illegible]

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

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

11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)

Irrigation Plan Map Requirements

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

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

Also, provide the following documentation:

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

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

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

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

Signed: 
Applicant

Date: 12 / 15 / 2022

EXHIBIT 11



VALLEY COUNTY WEED CONTROL AGREEMENT

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

Valley County Weed Department can be contacted at 208-382-7199.

JUG MOUNTAIN RANCH LLC
DAVID JOHN CAREY II, MANAGER

By: _____

Applicant

By: _____

Valley County Weed Control

Date: _____

12-15-22

Date: _____

EXHIBIT 12

Property Owner	Mailing Address	City	State	Zip
David & Diana Emerson	1152 Twin Peaks Cir	Longmont	CO	80503
David & Errica Jablonsky	1179 Vanderbilt Way	Sacramento	CA	95825
Travis & Gina Bernstrom	12343 W Deep Canyon Dr	Star	ID	83669
Cody & Tracy Schaner	12354 N Humphreys Way	Boise	ID	83714
Katherine Callanan	13416 N 8th Ave	Garden City	ID	83714
Gregory & Suzanne Frederick	13526 W Telemark St	Boise	ID	83713
Bunnell Family LLC	1504 N 17th S	Boise	ID	83702
Christensen Living Trust	1747 Somerset Ridge Dr	Draper	UT	84020
Machara Living Trust	1912 E Brandon Park Terrace	Sandy	UT	84092
Strada Family Trust	2025 Caminito El Canario	La Jolla	CA	92037
Kathy & David Calobeer	2122 Park Hills Dr	Centerville	UT	84014
Matthew & Shany Park	2211 E Cornhusk Ct	Boise	ID	83706
Diana & Kevin Majerus	2747 E Migratory Dr	Boise	ID	83706
Joshua & Mindy Luck	3322 E Windsong Dr	Boise	ID	83712
Brian & Tracie Smith	3465 W Devotion Dr	Meridian	ID	83642
David Minert	359 E Palemo Dr	Meridian	ID	83642
John Price	360 E Crestline Dr	Boise	ID	83702
Sharon Tevault & Robert Ward	3806 Calle La Quinta	San Clemente	CA	92673
Cory Kuffner & Arzoo Shefa	4147 E Aphrodite Dr	Boise	ID	83716
Alan & Kathleen Katseanes	4601 S Mustang Creek Ln	Boise	ID	83709
Benjamin & Meredith Newton	4944 E Stemwood St	Boise	ID	83716
Simon L Jon & Sandra L Family Trust	507 Sertoma Way	Buellton	CA	93427
Christopher & Summer Minert	5886 Botticelli Ave	Meridian	ID	83646
Sheldon Anderson & Carrie Collins	5964 N Mitchum Ave	Meridian	ID	83646
Hubbard Trust	603 Driftwood St	Morro Bay	CA	93442
Christopher & Melissa Price	743 Robinhood Cir	Bloomfield Hills	MI	48304
Larry Wilfinger	9 Huckleberry Pl	McCall	ID	83638
Vincent Stuart & Chrystle Family Trust	PO Box 1236	McCall	ID	83638
William & Chrystle Vincent	PO Box 1236	McCall	ID	83638
Jug Mountain Ranch LLC	PO Box 2069	McCall	ID	83638
Carey Real Estate Management LLC	PO Box 2069	McCall	ID	83638
Buru LLC	PO Box 2084	McCall	ID	83638

EXHIBIT 13

PRELIMINARY BOUNDARY DESCRIPTION JUG MOUNTAIN RANCH PHASE 3B

A parcel of land situated in the SW 1/4 of Section 6, T.17N., R.4E., B.M., more particularly described as follows:

COMMENCING at the south 1/4 corner of said Section 6 as shown on the plat of Jug Mountain Ranch Planned Unit Development Phase 3A, filed in Book 13 Page 52 of Plats, as Instrument No. 416129, Records of Valley County, Idaho; thence, along the south line of said Section 6,

- A.) N.89°30'25"W., 275.95 feet to the **POINT OF BEGINNING**; thence, continuing along said section line,
- 1.) N.89°30'25"W., 1378.72 feet to a point on the boundary of Jug Mountain Ranch Phase 3A; thence, along the boundary of said Phase 3A,
- 2.) N.0°30'55"E., 137.40 feet; thence,
- 3.) N.42°07'48"E., 120.75 feet; thence,
- 4.) N.25°10'10"E., 126.76 feet; thence,
- 5.) N.18°40'24"E., 104.28 feet; thence,
- 6.) N.23°50'11"E., 99.06 feet; thence,
- 7.) N.61°04'22"E., 52.14 feet; thence,
- 8.) N.82°53'23"E., 60.26 feet; thence,
- 9.) S.81°00'29"E., 62.81 feet; thence,
- 10.) S.53°06'30"E., 42.80 feet; thence,
- 11.) N.56°08'51"E., 162.93 feet; thence,
- 12.) along a curve to the right having a radius of 135.00 feet, an arc length of 53.96 feet, through a central angle of 22°54'11", and a chord bearing and distance of N.37°33'57"W., 53.61 feet; thence,
- 13.) along a curve to the left having a radius of 35.00 feet, an arc length of 25.87 feet, through a central angle of 42°20'57", and a chord bearing and distance of N.47°17'19"W., 25.28 feet; thence,

- 14.) N.21°32'12"E., 70.00 feet; thence,
- 15.) along a curve to the right having a radius of 85.00 feet, an arc length of 92.19 feet, through a central angle of 62°08'30", and a chord bearing and distance of N.37°23'33"W., 87.74 feet; thence, tangent from said curve,
- 16.) N.6°19'18"W., 57.96 feet to the beginning of a tangent curve; thence,
- 17.) along said curve to the right having a radius of 165.00 feet, an arc length of 50.26 feet, through a central angle of 17°27'12", and a chord bearing and distance of N.2°24'18"E., 50.07 feet; thence, tangent from said curve,
- 18.) N.11°07'54"E., 71.79 feet to the beginning of a tangent curve; thence,
- 19.) along said curve to the left having a radius of 155.00 feet, an arc length of 133.22 feet, through a central angle of 49°14'40", and a chord bearing and distance of N.13°29'26"W., 129.16 feet; thence, departing said subdivision boundary,
- 20.) N.83°19'26"E., 949.21 feet; thence,
- 21.) S.0°31'18"W., 1239.38 feet to the **POINT OF BEGINNING.**

CONTAINING 29.37 Acres, more or less.