

## Valley County Planning and Zoning

PO Box 1350 • 219 North Main Street  
Cascade, ID 83611-1350



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<b>STAFF REPORT:</b>	C.U.P. 21-15 360° Ranch Subdivision – Final Plat
<b>MEETING DATE:</b>	August 11, 2022
<b>TO:</b>	Planning and Zoning Commission
<b>STAFF:</b>	Cynda Herrick, AICP, CFM Planning and Zoning Director
<b>APPLICANT / OWNER:</b>	GFL Holdings LLC P.O. Box 2554 McCall, ID 83638
<b>AGENT / REPRESENTATIVE:</b>	Aaron Cramblet 13885 Farm to Market Road McCall, ID 83638
<b>ENGINEER:</b>	Crestline Engineers PO Box 2330 McCall, ID 83638
<b>SURVEYOR:</b>	Ralph Miller, Secesh Engineering P.O. Box 70 McCall, ID 83638
<b>LOCATION:</b>	Parcels RP18N03E284175 & RP18N03E284780, east of Norwood RD and north of Johnson LN, W ½ Section 28, T.18N, R.3E, Boise Meridian, Valley County, Idaho
<b>SIZE:</b>	Approximately 67.5 acres
<b>REQUEST:</b>	Single-Family Residential Subdivision
<b>EXISTING LAND USE:</b>	Agriculture - Grazing Land

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GFL Holdings LLC is requesting final plat approval. The commission will review the final plat to determine conformance with the preliminary plat, approved densities, and conditional use permit.

The approval for a conditional use permit and preliminary plat was effective August 24, 2021. The preliminary plat approval was for a 20-lot single-family residential subdivision on approximately 67 acres.

This plat consists of 17 single-family residential lots, ranging in size from 1.42 to 6.63 acres. Two blocks are shown as “future development” and one “open space” lot. All lots have building envelopes.

Lots will be accessed from Norwood Road onto a graveled private road. A bridge will cross Clara Foltz Ditch.

A 30,000-gallon water storage tank for Fire Department use is to be installed prior to recording of the final plat. The location is in Block 4 (Sheet 4).

Access will be from a new private road onto Norwood Drive (public). Public road right-of-way has been dedicated (Sheet 2).

Wetlands have been delineated on the final plat. The applicant submitted a permit from Idaho Department of Environmental Quality for wetland mitigation.

CCRs have been submitted. Access, utility, irrigation, and ditch easements are included on the final plat. Both a Declaration of Utilities and a Private Road Declaration have been submitted.

#### **FINDINGS:**

1. The final plat was submitted on July 8, 2022.
2. Legal notice was posted in the *Star News* on July 21, 2022, and July 28, 2022. The proposed final plat was posted on the Valley County website "Public Hearing Information" on July 12, 2022. **This is not a public hearing.**
3. Comment received:

Parametrix, Valley County Engineer, has reviewed the final roadway, grading, and stormwater improvement plans and stormwater drainage report. Approval is recommended. (February 9, 2022)

Central District Health stated that application and test holes are completed; engineering report needs submitted. (July 29, 2022)

Shirley Florence, Lake Irrigation District, stated that the District's requests have been met regarding water rights, assessment costs, and the bridge over the canal. There are no other issues at this point. (August 3, 2022)

Jeff McFadden, Valley County Road Department Superintendent, stated that County-maintained roads that will see increased traffic would include Norwood Road and Johnson Lane. It is expected that transportation services including all season road maintenance, road resurfacing, road rebuilds will be impacted by increased traffic. He recommends a 50-ft public right-of-way dedication. He recommends the impacts to transportation services be mitigated by negotiating with developer payment of road improvement costs attributable to traffic generated by proposed development. (May 12., 2022)

#### **STAFF QUESTIONS / COMMENTS / RECOMMENDATION:**

- 1) The open space lot is shown on sheet 3 of the final plat; recommend it also be designated as open space on sheet 1 so as not to confuse as part of Lot 11.
- 2) Prior to recording the final plat, will the building elevations be determined for each lot?

- 3) The Declaration of Utilities states a fire tank is located on-site. CCRs should include continued maintenance of the fire mitigation tank.
- 4) I recommend that the CCRs include information on septic maintenance. Brochures are available on our website.
- 5) Wetlands shall be marked as "no-build" areas on the final plat.
- 6) Has the avigation easement with the City of McCall been completed? (Plat Note 12)
- 7) The following are the conditions of approval and comments as to whether the applicant has complied with each condition.

**Approved Conditions of Approval – Instrument # 443756:**

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 shall be recorded within two years or this permit will be null and void.  
**By August 24, 2023**
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. ✓ - **Approved Feb. 9, 2022**
6. Roads shall be constructed in accordance with the Valley County Private Road standards. The Valley County Engineer shall review and approve construction drawings prior to development. ✓ - **Approved Feb. 9, 2022**
7. Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.  
**(Required prior to recordation of the plat.)**
8. A Private Road Declaration is required prior to recordation and must be noted on the face of the plat. ✓
9. 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. ✓
10. A letter of approval is required from McCall Fire & EMS stating all infrastructure, including road and buried tank, is in place prior to recording the final plat. **Needed**
11. CCR's should address lighting, wildfire prevention, and limit each lot to one wood burning device. Recommend noxious weed eradication requirements in the CCR's. ✓ - **Articles**

**3.23, 5.4, and 2.34)**

12. CCR's shall also require additional soundproofing in new construction; and, require written notice to homeowners about the airport's existing flight paths, and possibility of noise impact. This condition is enforceable by Valley County as a condition of the conditional use permit. ✓ - **CCR's Article 4**
13. CCR's shall require a Form 7460-1 Notice of Proposed Construction or Alteration be submitted by the developer of the subdivision for excavation and by each lot owner at the time of any building construction to be included in the building permit application to Idaho Transportation Department. This condition is enforceable by Valley County as a condition of the conditional use permit. ✓ - **CCR's Article 4**
14. Shall record and reference in the notes on the face of the final plat an Airport Overlay Agreement that includes the following: Avigation Easement negotiated by the developer of the subdivision with the City of McCall that will apply to all future landowners with restrictions that do not go beyond the example from Boise, included in the record. This easement should detail height limitations on specific lots, along with the building envelopes, and be included in the CCR's. Lot owners should be directed to submit the easement with building permits. **See Plat Note 12 – The agreement will need to be complete prior to recording the final plat.**
15. All lighting must comply with the Valley County Lighting Ordinance. ✓ - **CCR's Article 3.23**
16. Shall place addressing numbers at each driveway and each building. ✓ - **CCR's Article 3.20**
17. A letter from Lake Irrigation is required stating they have no concerns with this proposal. ✓ **Lake Irrigation is meeting on August 11, 2022. There is a recorded irrigation easement agreement between the applicant and the Lake Irrigation District (#441738, 6-29-2021) and information in CCR Article 3.16**
18. All lots should have access off the private road, not Norwood Road. ✓ - **Plat Note 3**
19. Must bury conduit for fiber optics with utilities. ✓ - **Applicant states installment completed.**
20. Must dedicate a 35-foot right-of-way to Valley County for Norwood Road. ✓ - **Plat Sheet 2**
21. Irrigation easements must be shown on plat. ✓
22. 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." ✓
23. Must show floodplain note on the face of the final plat. ✓ - **Plat Note 8**

          **End Conditions of Approval**          

**ATTACHMENTS:**

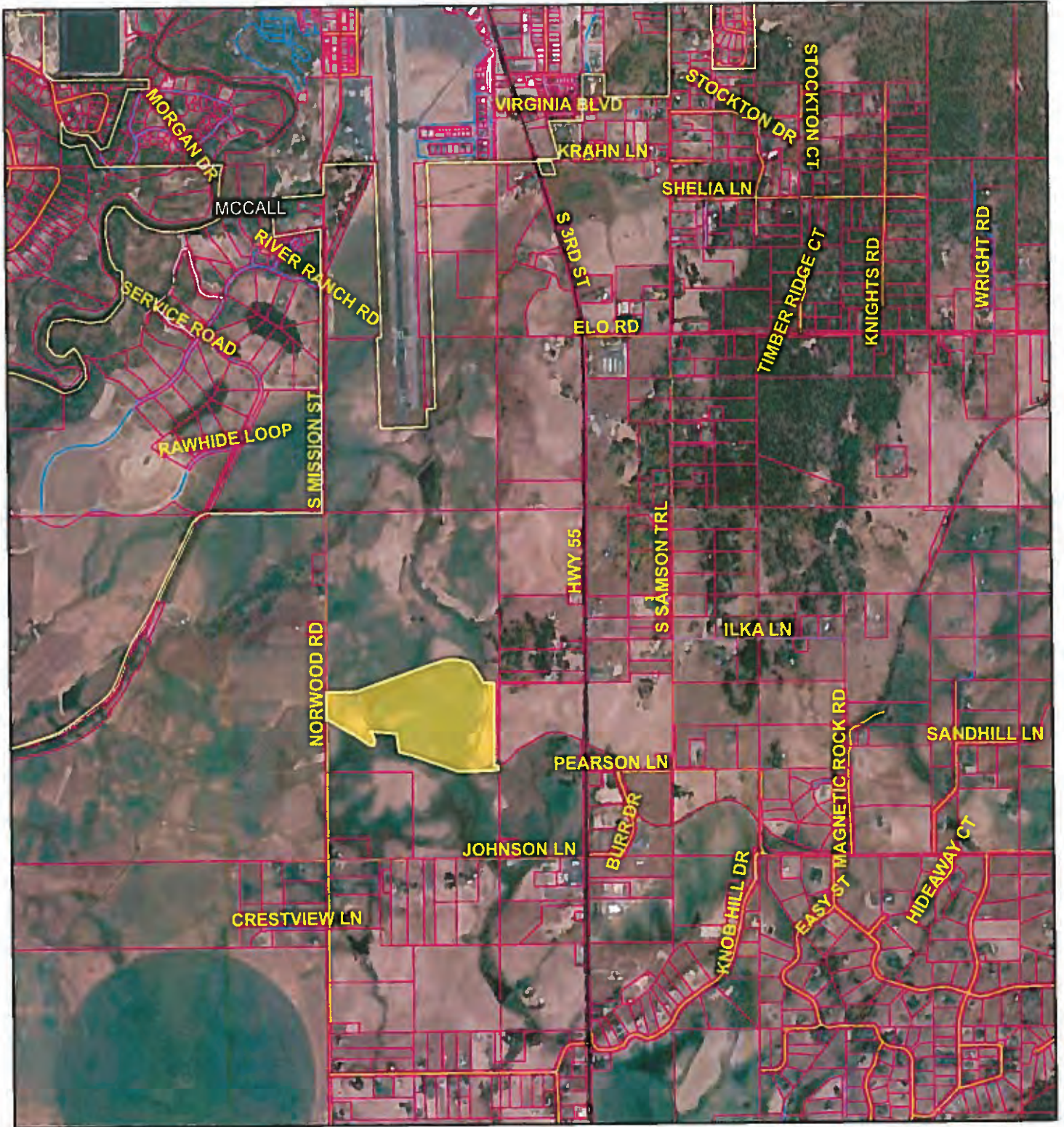
- Vicinity Map

- Aerial Map
- Conditional Use Permit
- Proposed Final Plat
- Approved Preliminary Plat
- Submittal Letter from Applicant (July 8, 2022)
- Responses
- Letters received from the Applicant's Attorney and Other Submittals
- Idaho DEQ Permit
- Proposed CCRs
- Draft Installation of Utilities
- Draft Declaration of Private Road

**END OF STAFF REPORT**

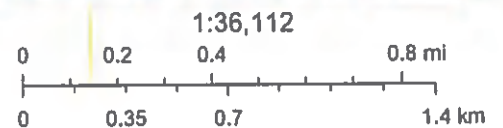


# C.U.P. 21-15 360 Ranch Vicinity Map



5/25/2021, 2:24:29 PM

- Municipalities
- Parcel Boundaries
- All Road Labels
- Roads
- MAJOR
- COLLECTOR
- URBAN/RURAL
- PRIVATE
- OTHER



Maxar

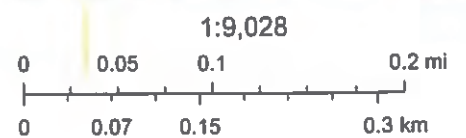


# C.U.P. 21-15 Aerial Map - Approximate Boundary



7/26/2022, 11:17:36 AM

- Address Points
- Parcel Boundaries
- Roads
- URBAN/RURAL



Maxar



Planning and Zoning Commission  
VALLEY COUNTY  
IDAHO

P.O. Box 1350/219 North Main Street/Cascade, Idaho 83611-1350

Phone: 208.382.7115

FAX: 208.382.7119

**Instrument # 443756**

*Recording Sticker*  
VALLEY COUNTY, CASCADE, IDAHO

8-31-2021 08:15:24 AM No. of Pages: 3

Recorded for : P&Z

DOUGLAS A. MILLER

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COUNTY MISC

*KM*

## CONDITIONAL USE PERMIT

N O. 21-15

360 Ranch Subdivision

**Issued to:** GFL Holdings LLC  
P.O. Box 2554  
McCall, ID 83638

**Property Location:** The site is 67.5 acres in Parcels RP18N03E284175 and RP18N03E284780, east of Norwood RD and north of Johnson LN, in the W ½ of Section 28, T.18N, R.3E, Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of August 12, 2021. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 21-15 with Conditions for establishing a 20-lot single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is August 24, 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 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

Conditional Use Permit

Page 1



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. Roads shall be constructed in accordance with the Valley County Private Road standards. The Valley County Engineer shall review and approve construction drawings prior to development.
7. Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.
8. A Private Road Declaration is required prior to recordation and must be noted on the face of the plat.
9. 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.
10. A letter of approval is required from McCall Fire & EMS stating all infrastructure, including road and buried tank, is in place prior to recording the final plat.
11. CCR's should address lighting, wildfire prevention, and limit each lot to one wood burning device. Recommend noxious weed eradication requirements in the CCR's.
12. CCR's shall also require additional soundproofing in new construction; and, require written notice to homeowners about the airport's existing flight paths, and possibility of noise impact. This condition is enforceable by Valley County as a condition of the conditional use permit.
13. CCR's shall require a Form 7460-1 Notice of Proposed Construction or Alteration be submitted by the developer of the subdivision for excavation and by each lot owner at the time of any building construction to be included in the building permit application to Idaho Transportation Department. This condition is enforceable by Valley County as a condition of the conditional use permit.
14. Shall record and reference in the notes on the face of the final plat an Airport Overlay Agreement that includes the following: Avigation Easement negotiated by the developer of the subdivision with the City of McCall that will apply to all future landowners with restrictions that do not go beyond the example from Boise, included in the record. This easement should detail height limitations on specific lots, along with the building envelopes, and be included in the CCR's. Lot owners should be directed to submit the easement with building permits.
15. All lighting must comply with the Valley County Lighting Ordinance.

16. Shall place addressing numbers at each driveway and each building.
17. A letter from Lake Irrigation is required stating they have no concerns with this proposal.
18. All lots should have access off the private road, not Norwood Road.
19. Must bury conduit for fiber optics with utilities.
20. Must dedicate a 35-foot right-of-way to Valley County for Norwood Road.
21. Irrigation easements must be shown on plat.
22. 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."
23. Must show floodplain note on the face of the final plat.

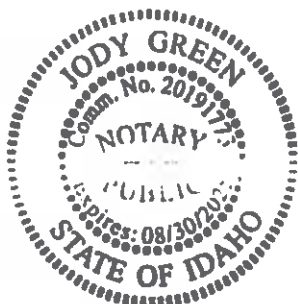
END CONDITIONAL USE PERMIT

Date August 30, 2021  
Approved by Cynda Herrick

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On this 30 day of August, 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.



[Signature]  
Notary Public  
Residing at: Valley County  
Commission Expires: 8/30/25

360 RANCH SUBDIVISION PHASE 1

*Located in  
NW 1/2 Section 28, T.18N., R.3E., B.M.  
Valley County, Idaho*

52/04

9. All Lots shall be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for the 360 Ranch Subdivision, as recorded with the Office of Recorder of Valley County, Instrument Number \_\_\_\_\_.
10. Complete laws and all right of way as depicted on this Plat is private, and after completion, it will be owned and maintained in a good and workmanlike manner by the 360 Ranch Property Owners Association, Inc. as successors thereto.
11. All lots shall be ccessed from Camp Lane.
12. GVI Holdings LLC will ensure that power and other utility services will be timely installed to a well-served lot with each Lot's entry easement meeting immediately adjacent to Camp Lane.
13. No additional domestic water supply shall be installed beyond the water system approved to the Secondary Reservoir.
14. There shall be no further subdivision of any Lot shown on this Plat without the approval of the Health Authority.
15. All Utility and irrigation easements shown on this plat are dedicated to Public Utilities.
16. Flood zones shown on this plat are per FEMA FIRM panel #18052C 10D1  
Effective February 1, 2019  
Flood Zones Zone X
17. These Flood Easements W/O  
are hereby acknowledged and agreed to change by FEMA and if land within a floodway or floodplain is subdivided by Title 3 and Title 11 of the Valley County Code.
18. The Valley County Board of Commissioners have the sole discretion to set the level of service for any public work; the level of service can be changed.
19. Any lot owners reported on this plat left within Class First Class. Where Owners are listed on the list one of the intervention of the state government.
20. 360 Ranch Subdivision is subject to a Declaration of Water Delivery Easement, as On file with the Office of Recorder of Valley County, Instrument Number 229324
21. All lots are subject to the Amount Quantity Agreement with the City of McCook, recorded with the Office of Recorder of Valley County, Instrument Number 229324
22. The City of McCook has the authority to require the building footprint on the building footprint to be located on the building footprint. The building footprint on the building footprint, Sheets 2 through 4. Surveys are provided, as noted on the first page for reference.

# DISCUSS

- FOUND 5/8" IRON PIN
  - FOUND 1/2" IRON PIN
  - SET 5/8" X 30" REBAR INTO LS 8577
  - ◆ SET 1/2" X 24" REBAR INTO LS 8577
  - ⊕ FOUND BRASS CAP MOVEMENT
  - ⊕ FOUND ALUMINUM CAP MOVEMENT
  - ANGLE POINT - NOTHING SET
- EASEMENT LINE

SCALE 1"=250'  
 BEARINGS BASED ON GPS DERIVED  
 STATE PLANE GRID, IDAHO WEST ZONE  
 NAD83, DATUM NAD83



## MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAY IS BEING RECORDED UNDER THE PROVISIONS OF ADAMS CODE 50-1311 DATED 5-1-61 AND THAT ALL INTEREST MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAY

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	CHORD	
C1	80.00	108.13	62.18	69.77°00'	5.98	39.50	102.32
C2	470.00	116.88	56.63	141.13°00'	1.31	10.21	116.34
C3	470.00	231.73	3.68	87°01'	5.93	59.04	138.84
C4	68.00	172.10	215.75	145.00°44'	80.31	17.78	179.77
C5	33.00	41.83	23.60	66.39°43'	11.67	11.37	39.47
C6	72.00	181.38	232.02	133.70°25'	43.70	11.17	179.89
C7	170.00	61.78	45.78	107.03°25'	54.93	11.17	81.18

LINE TABLE		
LINE	LENGTH	BEARING
L1	93.19	S13.40°W 77
L2	107.74	S09.16°E 77
L3	71.56	M77°21'49"E
L4	90.53	S00°05'28"W
L5	83.59	S47°06'37"W

STATEMENT MADE BY

- **Recent Discoveries:**
- |  |   |
|--|---|
| Record of Survey Book 10 to Page 120, Instrument Number 447148 | Record of Survey Book 10 to Page 23, Instrument Number 429221 |
| Record of Survey Book 12 Page 25, Instrument Number 422317     | Record of Survey Book 12 Page 55, Instrument Number 422317    |
| Record of Survey Book 11 Page 182, Instrument Number 365581    | Deeds, Instrument Number 413807, 413902                       |

## HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAO CODE TITLE 50 CHAPTER 1.1.1 HAVE BEEN SUSPENDED. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH IDAO CODE TITLE 50 CHAPTER 1.2, SECTION 50-1.12, BY THE ASSISTANT OF A CERTIFICATE OF DISAPPROVAL.

## CONCLUSIONS

**SECESH ENGINEERING, INC.**  
**McCall, Idaho**



# 360 RANCH SUBDIVISION PHASE 1

Located in  
W 1/2 Section 28, T.18N., R.3E., B.M.  
Valley County, Idaho

CURVE	DATA	LENGTH	DELTA	BEARING	CHORD
C1	90.00	106.63	63.11	S81°17'00"E	107.33
C2	44.00	172.10	715.71	S13°00'45"E	181.71
C3	31.00	41.93	23.80	S85°28'31"E	39.47
C4	31.00	41.93	23.80	S12°17'37"E	39.47
C5	31.00	41.93	23.80	S85°28'31"E	39.47
C6	31.00	41.93	23.80	S12°17'37"E	39.47
C7	31.00	41.93	23.80	S85°28'31"E	39.47
C8	31.00	41.93	23.80	S12°17'37"E	39.47
C9	165.00	157.00	85.47	S43°32'17"E	150.77
C10	44.00	90.33	54.00	S72°13'31"E	83.15
C11	44.00	90.33	54.00	S72°13'31"E	83.15
C12	44.00	90.33	54.00	S72°13'31"E	83.15
C13	44.00	90.33	54.00	S72°13'31"E	83.15
C14	44.00	90.33	54.00	S72°13'31"E	83.15
C15	44.00	90.33	54.00	S72°13'31"E	83.15
C16	44.00	90.33	54.00	S72°13'31"E	83.15
C17	44.00	90.33	54.00	S72°13'31"E	83.15
C18	44.00	90.33	54.00	S72°13'31"E	83.15
C19	44.00	90.33	54.00	S72°13'31"E	83.15
C20	44.00	90.33	54.00	S72°13'31"E	83.15
C21	44.00	90.33	54.00	S72°13'31"E	83.15
C22	44.00	90.33	54.00	S72°13'31"E	83.15
C23	165.00	157.00	85.47	S43°32'17"E	150.77

LINE	LENGTH	BEARING
L1	22.00	S13°00'45"E
L2	43.91	N18°05'34"E
L3	78.00	N85°10'21"E
L4	24.81	S12°17'37"E
L5	59.33	S13°00'45"E

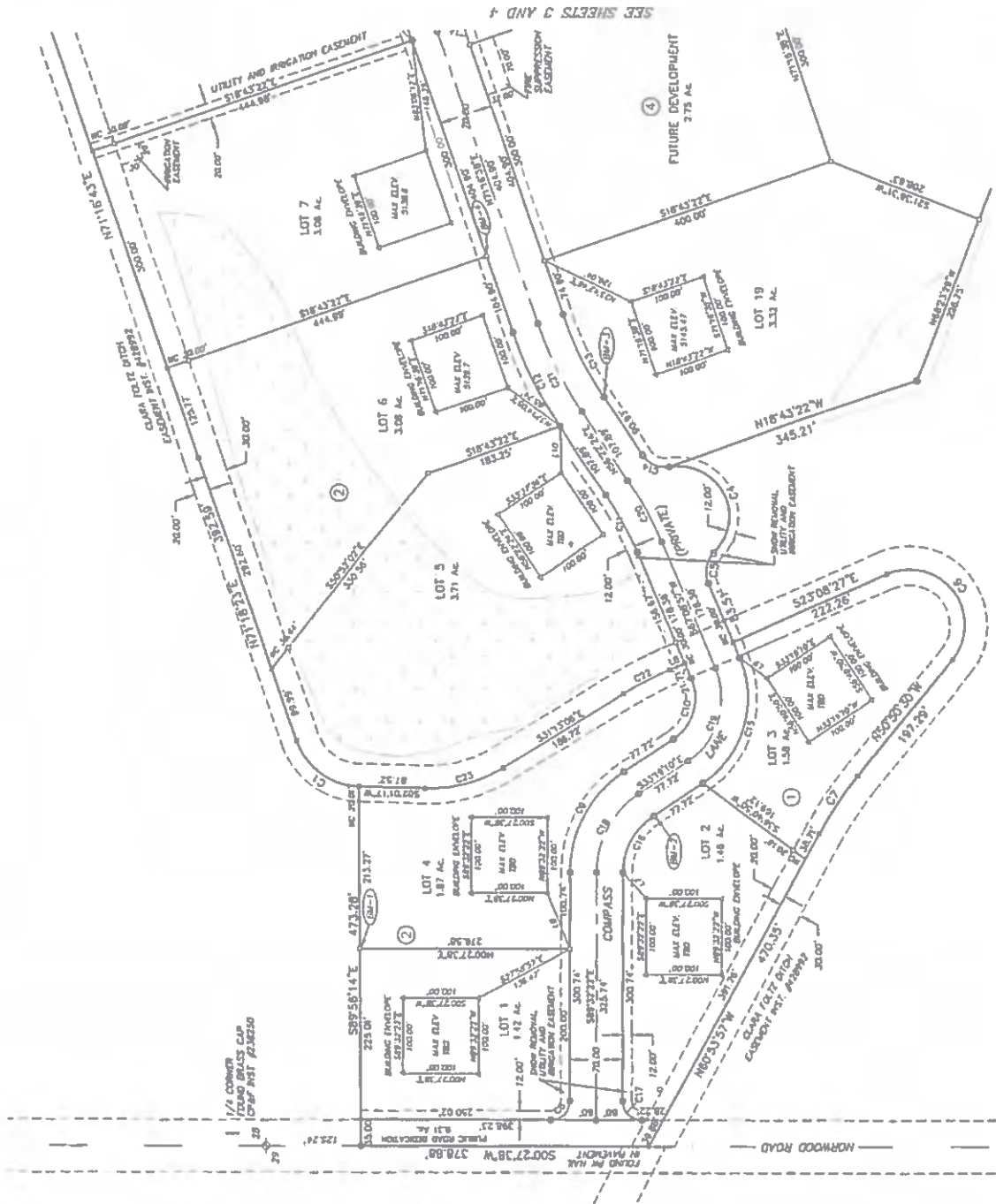
BENCHMARK	ELEVATION
Bm-1	5077.85
Bm-2	5078.40
Bm-3	5077.50
Bm-4	5078.31



SCALE: 1"=100'  
DISTANCES BASED ON GPS DERIVED  
STATE PLATONIC COORDINATE ZONE  
NORTON, DATUM NAD83

## LEGEND

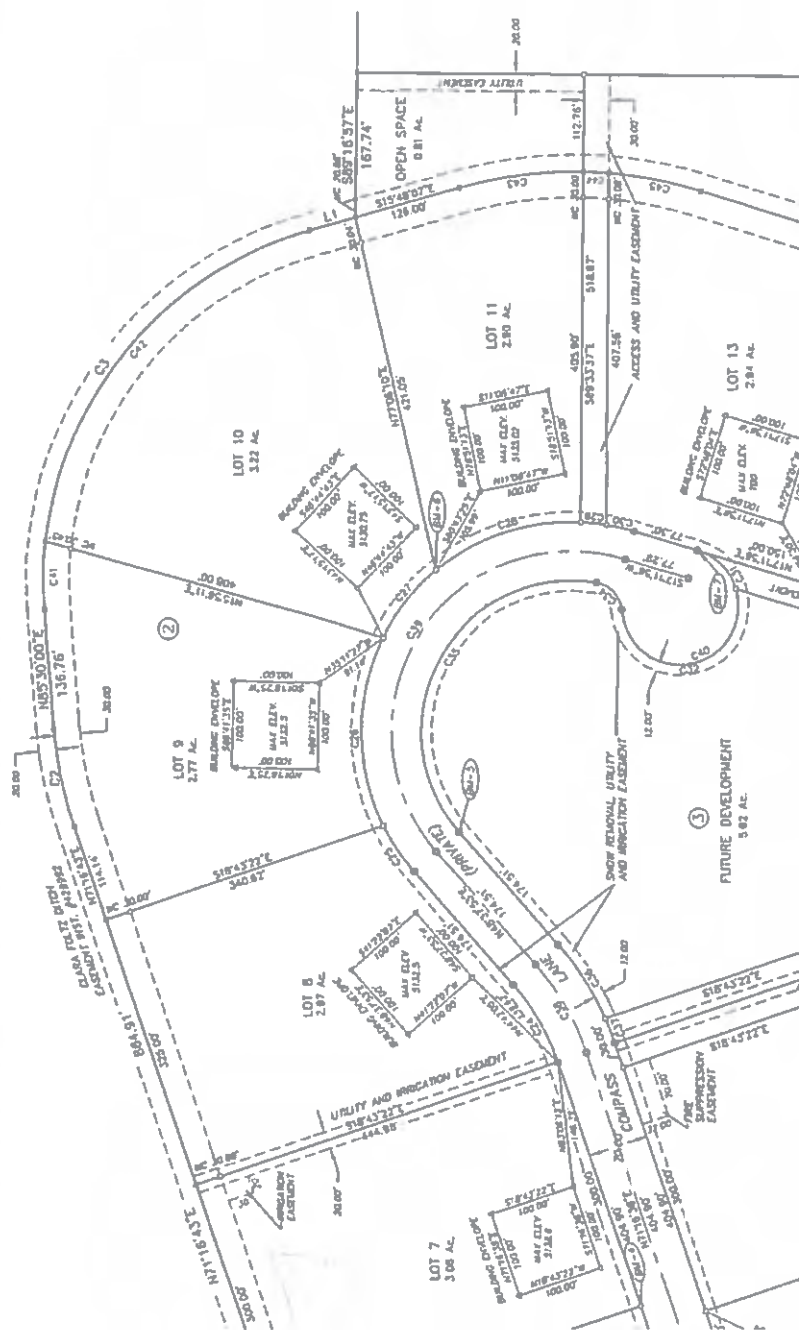
- SUBDIVISION BOUNDARY
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 5/8" X 30" REBAR AND LS 8577
- SET 1/2" X 24" REBAR AND LS 8577
- SET 3/8" X 24" REBAR AND LS 8577
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- ANGLE POINT - NOTHING SET
- EASEMENT LINE
- WETLANDS
- BENCHMARK
- BLOCK NUMBER



SECCASH ENGINEERING, INC.  
McCall, Idaho

360 RANCH SUBDIVISION PHASE 1

*Located in  
NW 1/2 Section 28, T.18N., R.3E., B.M.  
Valley County, Idaho*



SCALE: 1"=100'  
DIMENSIONS BASED ON GPS DERIVED  
STATE PLANE COORDINATE WEST ZONE  
VERTICAL DATUM NAD83

## LEGEND

- SUBMERSION BOUNDARY
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 5/8" X 30" REBAR MKD LS 8577
- SET 1/2" X 24" REBAR MKD LS 8577
- SET 1/8" X 24" REBAR MKD LS 8577
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- ANGLE POINT - NOTHING SET
- EASEMENT LINE
- WETLANDS
- PERMANENT



**SECTESH ENGINEERING, INC.**  
*McCall, Idaho*

LINE TABLE		
LINE	LENGTH	BEARING
1	10.0	90.0
2	10.0	0.0
3	10.0	270.0
4	10.0	180.0
5	10.0	90.0
6	10.0	0.0
7	10.0	270.0
8	10.0	180.0
9	10.0	90.0
10	10.0	0.0
11	10.0	270.0
12	10.0	180.0
13	10.0	90.0
14	10.0	0.0
15	10.0	270.0
16	10.0	180.0
17	10.0	90.0
18	10.0	0.0
19	10.0	270.0
20	10.0	180.0
21	10.0	90.0
22	10.0	0.0
23	10.0	270.0
24	10.0	180.0
25	10.0	90.0
26	10.0	0.0
27	10.0	270.0
28	10.0	180.0
29	10.0	90.0
30	10.0	0.0
31	10.0	270.0
32	10.0	180.0
33	10.0	90.0
34	10.0	0.0
35	10.0	270.0
36	10.0	180.0
37	10.0	90.0
38	10.0	0.0
39	10.0	270.0
40	10.0	180.0
41	10.0	90.0
42	10.0	0.0
43	10.0	270.0
44	10.0	180.0
45	10.0	90.0
46	10.0	0.0
47	10.0	270.0
48	10.0	180.0
49	10.0	90.0
50	10.0	0.0
51	10.0	270.0
52	10.0	180.0
53	10.0	90.0
54	10.0	0.0
55	10.0	270.0
56	10.0	180.0
57	10.0	90.0
58	10.0	0.0
59	10.0	270.0
60	10.0	180.0
61	10.0	90.0
62	10.0	0.0
63	10.0	270.0
64	10.0	180.0
65	10.0	90.0
66	10.0	0.0
67	10.0	270.0
68	10.0	180.0
69	10.0	90.0
70	10.0	0.0
71	10.0	270.0
72	10.0	180.0
73	10.0	90.0
74	10.0	0.0
75	10.0	270.0
76	10.0	180.0
77	10.0	90.0
78	10.0	0.0
79	10.0	270.0
80	10.0	180.0
81	10.0	90.0
82	10.0	0.0
83	10.0	270.0
84	10.0	180.0
85	10.0	90.0
86	10.0	0.0
87	10.0	270.0
88	10.0	180.0
89	10.0	90.0
90	10.0	0.0
91	10.0	270.0
92	10.0	180.0
93	10.0	90.0
94	10.0	0.0
95	10.0	270.0
96	10.0	180.0
97	10.0	90.0
98	10.0	0.0
99	10.0	270.0
100	10.0	180.0
101	10.0	90.0
102	10.0	0.0
103	10.0	270.0
104	10.0	180.0
105	10.0	90.0
106	10.0	0.0
107	10.0	270.0
108	10.0	180.0
109	10.0	90.0
110	10.0	0.0
111	10.0	270.0
112	10.0	180.0
113	10.0	90.0
114	10.0	0.0
115	10.0	270.0

BENCHMARKS	
BM	REVISION
BM-4	5075.00
BM-5	5087.43
BM-6	5083.00
BM-7	5083.00

	RAVINS	LENGTH	INCHES	SO <sub>2</sub> A	BEARING	CHORD
C39	175.00	430.76	48.64	14191.59	MS221.07	321.54
C40	175.00	430.76	51.59	17362.78	MS221.07	101.87
C41	175.00	430.76	54.54	17362.78	MS221.07	56.03
C42	175.00	430.76	57.49	17362.78	MS221.07	111.86
C43	175.00	430.76	60.44	17362.78	MS221.07	117.69
C44	175.00	430.76	63.39	17362.78	MS221.07	123.52
C45	175.00	430.76	66.34	17362.78	MS221.07	129.35
C46	175.00	430.76	69.29	17362.78	MS221.07	135.18
C47	175.00	430.76	72.24	17362.78	MS221.07	141.01
C48	175.00	430.76	75.19	17362.78	MS221.07	146.84
C49	175.00	430.76	78.14	17362.78	MS221.07	152.67
C50	175.00	430.76	81.09	17362.78	MS221.07	158.50
C51	175.00	430.76	84.04	17362.78	MS221.07	164.33
C52	175.00	430.76	86.99	17362.78	MS221.07	170.16
C53	175.00	430.76	89.94	17362.78	MS221.07	175.99
C54	175.00	430.76	92.89	17362.78	MS221.07	181.82
C55	175.00	430.76	95.84	17362.78	MS221.07	187.65
C56	175.00	430.76	98.79	17362.78	MS221.07	193.48
C57	175.00	430.76	101.74	17362.78	MS221.07	199.31
C58	175.00	430.76	104.69	17362.78	MS221.07	205.14
C59	175.00	430.76	107.64	17362.78	MS221.07	210.97
C60	175.00	430.76	110.59	17362.78	MS221.07	216.80
C61	175.00	430.76	113.54	17362.78	MS221.07	222.63
C62	175.00	430.76	116.49	17362.78	MS221.07	228.46
C63	175.00	430.76	119.44	17362.78	MS221.07	234.29
C64	175.00	430.76	122.39	17362.78	MS221.07	240.12
C65	175.00	430.76	125.34	17362.78	MS221.07	245.95
C66	175.00	430.76	128.29	17362.78	MS221.07	251.78
C67	175.00	430.76	131.24	17362.78	MS221.07	257.61
C68	175.00	430.76	134.19	17362.78	MS221.07	263.44
C69	175.00	430.76	137.14	17362.78	MS221.07	269.27
C70	175.00	430.76	140.09	17362.78	MS221.07	275.10
C71	175.00	430.76	143.04	17362.78	MS221.07	280.93
C72	175.00	430.76	145.99	17362.78	MS221.07	286.76
C73	175.00	430.76	148.94	17362.78	MS221.07	292.59
C74	175.00	430.76	151.89	17362.78	MS221.07	298.42
C75	175.00	430.76	154.84	17362.78	MS221.07	304.25
C76	175.00	430.76	157.79	17362.78	MS221.07	310.08
C77	175.00	430.76	160.74	17362.78	MS221.07	315.91
C78	175.00	430.76	163.69	17362.78	MS221.07	321.74
C79	175.00	430.76	166.64	17362.78	MS221.07	327.57
C80	175.00	430.76	169.59	17362.78	MS221.07	333.40
C81	175.00	430.76	172.54	17362.78	MS221.07	339.23
C82	175.00	430.76	175.49	17362.78	MS221.07	345.06
C83	175.00	430.76	178.44	17362.78	MS221.07	350.89
C84	175.00	430.76	181.39	17362.78	MS221.07	356.72
C85	175.00	430.76	184.34	17362.78	MS221.07	362.55
C86	175.00	430.76	187.29	17362.78	MS221.07	368.38
C87	175.00	430.76	190.24	17362.78	MS221.07	374.21
C88	175.00	430.76	193.19	17362.78	MS221.07	380.04
C89	175.00	430.76	196.14	17362.78	MS221.07	385.87
C90	175.00	430.76	199.09	17362.78	MS221.07	391.70
C91	175.00	430.76	202.04	17362.78	MS221.07	397.53
C92	175.00	430.76	204.99	17362.78	MS221.07	403.36
C93	175.00	430.76	207.94	17362.78	MS221.07	409.19
C94	175.00	430.76	210.89	17362.78	MS221.07	415.02
C95	175.00	430.76	213.84	17362.78	MS221.07	420.85
C96	175.00	430.76	216.79	17362.78	MS221.07	426.68
C97	175.00	430.76	219.74	17362.78	MS221.07	432.51
C98	175.00	430.76	222.69	17362.78	MS221.07	438.34
C99	175.00	430.76	225.64	17362.78	MS221.07	444.17
C100	175.00	430.76	228.59	17362.78	MS221.07	450.00

CURVE TABLE						
CURVE	NUMBER	LENGTH	TANGENT	DELTA	BEARING	CHORD
C14	245.00	166.71	33.08	72° 26' 55"	N43° 37' 11" E	101.08
C15	245.00	166.71	33.08	72° 26' 55"	N43° 37' 11" E	101.08
C16	245.00	238.61	32.64	68° 53' 50"	N45° 00' 00" E	217.80
C17	245.00	238.61	32.64	68° 53' 50"	N45° 00' 00" E	217.80
C18	245.00	182.14	35.31	72° 23' 15"	N43° 30' 00" E	89.35
C19	245.00	182.14	35.31	72° 23' 15"	N43° 30' 00" E	89.35
C20	245.00	32.00	18.35	7° 41' 10"	N03° 50' 30" E	50.14
C21	44.00	32.00	36.37	50° 50' 25"	N43° 47' 48" E	37.63
C22	44.00	100.00	114.15	118° 25' 58"	S67° 32' 27" E	118.84
C23	44.00	100.00	114.15	118° 25' 58"	S67° 32' 27" E	118.84
C24	44.00	32.00	36.37	50° 50' 25"	N43° 47' 48" E	37.63

# 360 RANCH SUBDIVISION PHASE 1

Located in  
W 1/2 Section 28, T18N., R.3E., B.M.  
Valley County, Idaho

## CERTIFICATE OF OWNER

A parcel of land, located in Section 28 T.18N., R.3E., B.M., more particularly described as follows:

COMMENCING at the west 1/4 corner of said Section 28 as shown on a Record of Survey filed in Book 14 at Page 25 of Surveys, Records of Valley County, Idaho; thence, along the west line of said Section 28, S.027°38'W., 125.24 feet to the POINT OF BEGINNING; thence, departing said section line,

- 1.) S.89°51'14"E., 473.28 feet to a point in Clara Feltz Ditch; thence, along said ditch,
- 2.) along a curve to the right having a radius of 90.00 feet, an arc length of 108.83 feet, through a central angle of 69°17'00"; and a chord bearing and distance of N.35°39'50"E., 102.42 feet; thence,
- 3.) N.71°18'23"E., 392.59 feet; thence,
- 4.) N.71°18'23"E., 392.59 feet to the beginning of a tangent curve; thence,
- 5.) along said curve to the right having a radius of 470.00 feet, an arc length of 116.68 feet, through a central angle of 14°11'17"; and a chord bearing and distance of N.78°23'21"E., 116.35 feet; thence, tangent from said curve,
- 6.) N.85°30'00"E., 136.76 feet to the beginning of a tangent curve; thence,
- 7.) along said curve to the right having a radius of 425.00 feet, an arc length of 583.75 feet, through a central angle of 78°41'33"; and a chord bearing and distance of S.55°09'04"E., 538.04 feet; thence, tangent from said curve,
- 8.) S.15°48'07"E., 55.19 feet; thence, departing said ditch,
- 9.) S.89°16'37"E., 187.74 feet; thence,
- 10.) S.07°28'38"W., 1284.56 feet to a point in said Clara Feltz Ditch; thence,
- 11.) N.77°21'46"E., 71.66 feet to a point on the east line of the NE 1/4 of the SW 1/4 of said Section 28; thence, departing said ditch, along said 1/4 section line,
- 12.) S.07°28'38"W., 90.53 feet to the C-S 1/16 corner of said Section 28; thence, along the south line of the NE 1/4 of the SW 1/4 of said Section 28,
- 13.) N.89°32'24"W., 487.46 feet; thence, departing said 1/16 line,
- 14.) N.89°32'24"W., 1256.26 feet; thence,
- 15.) N.18°43'22"W., 345.21 feet to the beginning of a non-tangent curve; thence,
- 16.) along said curve to the right having a radius of 68.00 feet, an arc length of 172.10 feet, through a central angle of 145°00'46"; and a chord bearing and distance of S.67°17'26"W., 129.71 feet to the beginning of a reverse curve; thence,
- 17.) along said curve to the left having a radius of 35.00 feet, an arc length of 41.33 feet, through a central angle of 68°18'22"; and a chord bearing and distance of N.78°31'37"W., 32.97 feet; thence, tangent from said curve,
- 18.) S.07°05'37"W., 83.51 feet to a point in said Clara Feltz Ditch; thence, along said ditch,
- 19.) S.23°08'27"E., 222.26 feet to the beginning of a tangent curve; thence,
- 20.) along said curve to the right having a radius of 22.00 feet, an arc length of 194.38 feet, through a central angle of 152°17'57"; and a chord bearing and distance of S.53°00'32"W., 139.81 feet; thence, tangent from said curve,
- 21.) N.50°50'30"W., 197.28 feet to the beginning of a tangent curve; thence,
- 22.) along said curve to the left having a radius of 570.00 feet, an arc length of 91.28 feet, through a central angle of 10°03'26"; and a chord bearing and distance of N.55°57'13"W., 91.16 feet; thence, tangent from said curve,
- 23.) N.60°53'56"W., 470.35 feet to a point on the west line of said Section 28; thence, along said section line,
- 24.) N.02°27'38"E., 378.88 feet to the POINT OF BEGINNING.

CONTAINING 66.88 Acres, more or less.

That it is the intention of the undersigned to and they do hereby include said land in this Plat.

Irigation water has been provided from Lake Irigation District in compliance with Idaho Code 31-3805(b). Lots within the subdivision will be entitled to irrigation water rights as stated in the Declaration of Covenants, Conditions, Restrictions and Easements for the 360 Ranch, as recorded with the Office of Recorder of Valley County, Idaho. Owners will be obligated for assessments from Lake Irigation District.

G.T. HOLDINGS LLC

By: ARON CHAMBLITT, MEMBER

## APPROVAL OF

### THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE BOARD OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

CHAIRMAN

## CERTIFICATE OF COUNTY SURVEYOR

I, GEORGE BOWERS, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR

## APPROVAL OF

### THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

## CERTIFICATE OF SURVEYOR

I, RALPH MILLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



RALPH MILLER  
IDAHO NO. 8577

## CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IC 50-1108, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE

COUNTY TREASURER

RP18N03E284175  
RP18N03E284780

SEACREST ENGINEERING, INC.  
McCall, Idaho



Preliminary Plat

NOTES:

- 360 RANCH IS LOCATED IN SECTIONS 28 AND 29 T18N, E12E, S14W, VALLEY COUNTY, IDAHO.
- THE SUBDIVISION OF THIS PROPOSED DEVELOPMENT IS:
- THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:
- THE EXISTING ZONING IS AGRICULTURAL.
- THE TOTAL AREA FOR THE SITE IS APPROXIMATELY 487.70 ACRES. THE REMAINDER PARCEL AREA TO BE SEPARATED FROM THE SITE IS APPROXIMATELY 539.17 ACRES. THE PROPERTY AREA FOR THE REMAINDER IS 848.84 ACRES.
- REFER TO EXHIBIT NO. EX-1 FOR EXISTING CONDITIONS AND TOPOGRAPHY.

DEVELOPMENT DATA:

PROPERTY AREA 487.70 ACRES  
PRIVATE RIGHT-OF-WAY AREA 4.43 ACRES  
LOT(S) AREA 81.32 ACRES  
OPEN SPACE AREA 0.81 ACRES

LEGEND:

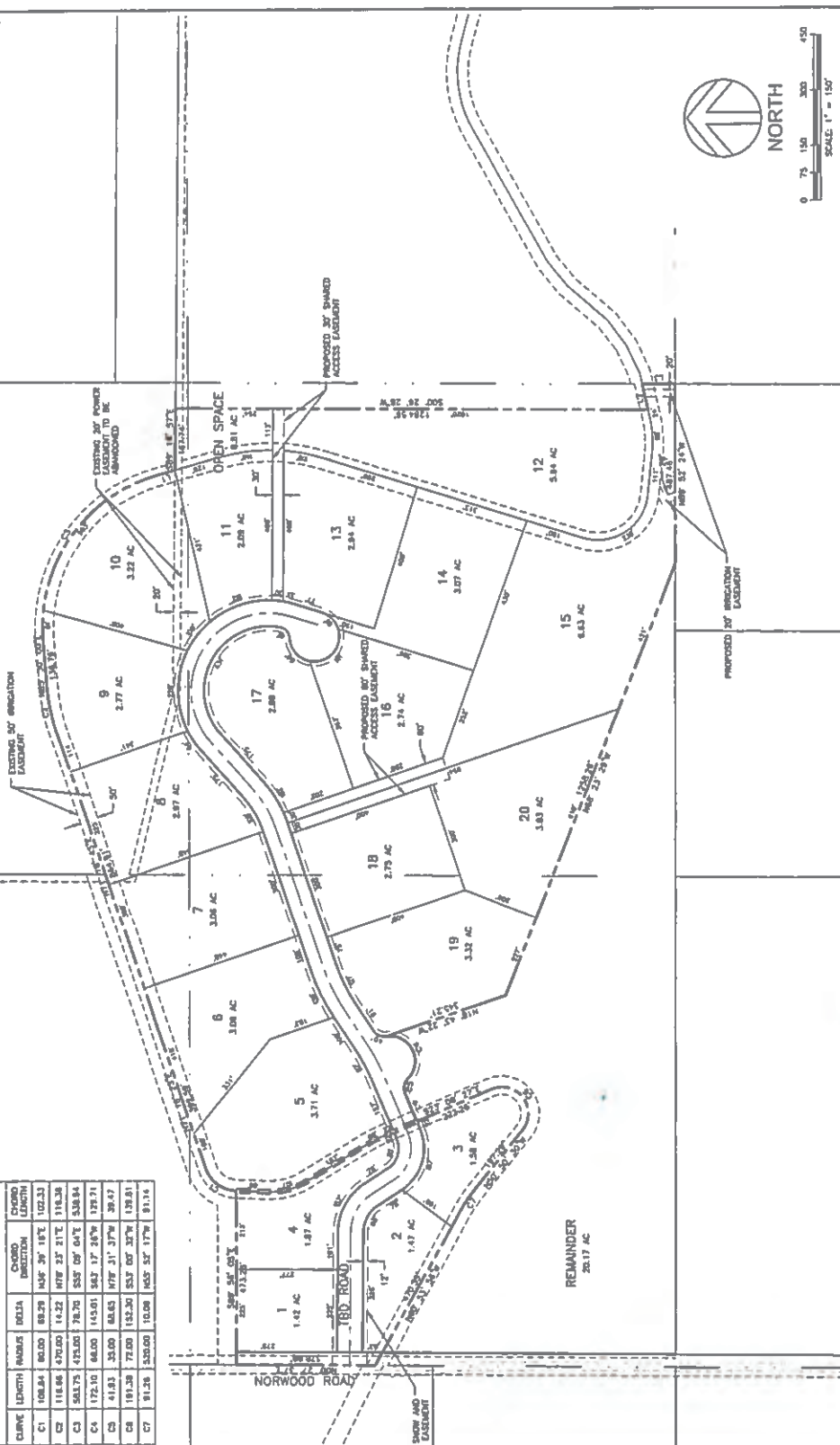
- PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY
- ROAD CENTER LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- EXISTING EASEMENT LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- PHASE LINE

PROPERTY LINE TABLE

LINE	LENGTH	BEARING	START NORTHING	START EASTING	END NORTHING	END EASTING
L1	35.19	S17° 45' 07.00"E	1187338.26	2534726.83	1187264.29	2534753.86
L2	71.88	S77° 21' 48.00"E	1185899.87	2534806.70	1186015.38	2534878.82
L3	90.53	S87° 28' 28.00"W	1186015.38	2534878.82	1185881.96	2534878.12
L4	83.51	S87° 08' 57.00"W	1186015.38	2534878.82	1186113.17	2534878.52

PROPERTY CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD
C1	108.84	80.00	88.29	140.97	102.33
C2	118.66	470.00	14.22	147.87	118.38
C3	583.75	475.00	78.70	585.07	538.84
C4	172.10	48.00	155.01	543.17	128.71
C5	41.83	35.00	88.63	177.37	39.47
C6	181.38	71.00	132.30	535.07	138.81
C7	91.28	325.00	10.08	105.57	91.16



NORTH



**CRESTLINE**  
ENGINEERS

323 DENHARD LANE, SUITE C PO BOX 2330  
MCCALL, IDAHO 83638  
208.634.4140 • 208.634.4146 FAX

360 RANCH  
VALLEY COUNTY, IDAHO  
PRELIMINARY PLAT

NO.	BY	DATE	DESIGN	DTT
1	VALLEY COUNTY LAND USE APPLICATION SUBMITAL		DESIGNED	DTT
			DRAWN	DTT
			CHECKED	DTT
			APPROVED	DTT

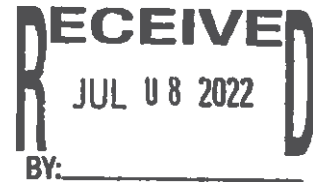
PROJECT	360 RANCH
DATE	8/14/2021
DRAWING NO.	360 RANCH
EX-1	1 OF 4

# GFL HOLDINGS, LLC

PO BOX 2554, MCCALL ID 83638 | [REDACTED]

**July 8, 2022**

Planning & Zoning Commission,  
Attn: Cynda Herrick  
Po Box 1350  
Cascade, ID 83611



## **Re: 360 Ranch Subdivision C.U.P. No. 21-15 Final Plat**

To Ms. Herrick and the Valley County Planning and Zoning Commissioners,

Please find enclosed copies of the Final Plat Map for the 360 Ranch Subdivision and proposed CC& R's. This Final Plat complies with the Preliminary Plat with minimal adjustments. Also included in this packet is the Wetland delineation letter and map.

The list of Conditions of Approval from recorded C.U.P. have been substantially met. Here is how each condition has been met:

Condition 5: The storm water management plan has been designed by Crestline Engineering and has been approved by the Valley County Engineer, letter included in this packet.

Condition 6: The Valley County Engineer approved the construction drawings February 9, 2022. Letter attached to this packet.

Condition 7: A letter from Crestline Engineering will be provided certifying that the road has been constructed according to plan. Road completion estimated for July 29, 2022.

Condition 8: See Note 2 on the face of Plat Map concerning Private Road Declaration.

Condition 9: The utilities will be installed at time of recordation, no declaration needed on Plat Map.

Condition 10: The letter of approval from McCall Fire & EMS will be provided at time of recordation. Estimated completion for buried fire suppression tank is July 22, 2022.

Condition 11: CC&R's address lighting in Article 3.23, Wildfire Prevention measures in Article 5.4, and wood burning device in Article 3.24

Condition 12: CC& R's Article 4 includes all information about the FAA Regulations and Compliance.

Condition 13: CC & R's Article 4.2 give specific directions to property owners of submitting form 7460-1 prior to the erection of any vertical structure.

Condition 14: See Note 12 on face of Plat Map concerning Airport overlay. We are actively working with the City of McCall to negotiate the Avigation Easement. We will record this as soon as complete.

Condition 15: CC & R's Article 4.4 outlines lighting requirements and limitations.

Condition 16: Addresses will be placed according to Valley County Standards at time of building.

Condition 17: An approval letter from Lake Irrigation will be submitted prior to recordation.

\*NOTE- THIS MAY ALREADY BE ON RECORD? I BELIEVE IT WAS READ AT THE PRELIMINARY C.U.P. MEETING.

Condition 18: See Note 2 on face of Plat Map concerning Private Road Access.

Condition 19: Fiber optics conduit has been installed and will be serviced by Sparklight.

Condition 20: The plat map dedicates a 35-foot ROW to Valley County.

Condition 21: All irrigation easements are on Plat.

Condition 22: See note 8 on Plat Map concerning the level of road service.

Condition 23: See Floodplain note 7 on Plat Map.



Thank you for your consideration and valuable time.

Sincerely,

**Aaron and Rose Cramblet**  
**GFL HOLDINGS, LLC**

SENT VIA EMAIL

February 9, 2022

Ms. Cynda Herrick, AICP  
Valley County Planning and Zoning Administrator  
P.O. Box 1350  
Cascade, ID 83611

Re: 360 Ranch Subdivision – Revised Final Roadway, Grading, and Stormwater Improvements Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above referenced revised documents against the current Valley County (VC) Private Road Standards. Per our review, the applicant has addressed our comments and the plans and drainage report meet the standards and requirements; therefore, we are recommending approval of the documents.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX  
Valley County Engineer



Paul Ashton, PE

cc: Project File

Jeff McFadden / Valley County Road Department

Robert Pair, E.I.T., Crestline Engineers

*inspired people. inspired solutions. making a difference.*



CENTRAL  
DISTRICT  
HEALTH

Valley County Transmittal  
Division of Community and Environmental Health

Return to:

- ☐ Cascade  
☐ Donnelly  
☐ McCall  
☐ McCall Impact  
☒ Valley County

Rezone # \_\_\_\_\_

Conditional Use # CMP 21-15

Preliminary / Final / Short Plat 360<sup>th</sup> Ranch Sub #1

- ☐ 1. We have No Objections to this Proposal
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- |  |   |
|--|---|
| <input type="checkbox"/> high seasonal ground water  | <input type="checkbox"/> waste flow characteristics |
| <input type="checkbox"/> bedrock from original grade | <input type="checkbox"/> other _____                |
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> central sewage    | <input type="checkbox"/> community sewage system | <input type="checkbox"/> community water well |
| <input type="checkbox"/> interim sewage    | <input type="checkbox"/> central water           |   |
| <input type="checkbox"/> individual sewage | <input type="checkbox"/> individual water        |   |
- ☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> central sewage   | <input type="checkbox"/> community sewage system | <input type="checkbox"/> community water |
| <input type="checkbox"/> sewage dry lines | <input type="checkbox"/> central water           |  |
- ☐ 10. Run-off is not to create a mosquito breeding problem
- ☐ 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- ☐ 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- ☐ 13. We will require plans be submitted for a plan review for any:
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> food establishment     | <input type="checkbox"/> swimming pools or spas | <input type="checkbox"/> child care center |
| <input type="checkbox"/> beverage establishment | <input type="checkbox"/> grocery store          |  |

☒ 14. Application & PERM 160165 Completed. Waiting for engineering report submittal.

Reviewed By: [Signature]

7/29/22

District Manager:  
John Leedom [REDACTED]

LAKE IRRIGATION DISTRICT  
PO Box 3126  
McCall, ID 83638

Board Members:  
Art Troutner [REDACTED]  
Justin Florence  
Will Maki [REDACTED]

July 8, 2022

Valley County P&Z  
PO Box 1350  
Cascade, ID 83611



Re: CUP 21-15 360\* Ranch Subdivision

To whom it concerns:

This applicant has provided Lake Irrigation District with a document stating how they wish the water allocated to said parcel to be split between the new lots in the subdivision, as we requested.

This applicant has shown the District that they will notify future owner that they are responsible for paying the assessment to the District whether they can receive water or not, per code 31-3805.

Lake Irrigation District board has approved and OK'ed the bridge installed by the applicant over the District's canal.

The board has no other issues at this point.

Thank you for your time,

Shirley Florence  
Secretary  
Lake Irrigation District





**Valley County Road & Bridge**

PO Box 672\* Cascade, Idaho 83611

Jeff McFadden  
Superintendent

C.U.P. 21-15

May 12, 2022

The Valley County Road Dept. was asked to review this CUP and provide comments related to the anticipated impact to the local roads that will be utilized for accessing the proposed subdivision. CUP 21-15 is a preliminary plat submitted by 360 Ranch Subdivision seeking approval of a 67.5 single family subdivision. The preliminary plat proposes a maximum of 20 residential lots.

County maintained roads that will see increased traffic by the addition of the proposed development if the plat is approved include Norwood Road and Johnson Lane. It is expected that transportation services including all season road maintenance, road resurfacing, road rebuilds provided by Valley County Road Dept. will be impacted by the increased traffic.

- Recommendation (1): Dedication of 50' right-of-way to the public for property owned by the developer immediately adjacent to Norwood Road. Prior to final plat, the developer agrees to provide an appraisal for the value of the ROW along with a legal description and warranty deed to be recorded with the Valley County clerk.
- Recommendation (2): Mitigate impacts to transportation services on those roads identified above by negotiating with developer payment of road improvement costs attributable to traffic generated by proposed development. The value of the developers proportionate share may be determined by several methods: (1) reference 2007 Capital Improvement Program cost comparisons for the Cruzen CIP with a predetermined cost per lot contribution by developer; (2) engage a qualified engineering firm to conduct a traffic study based on proposed development to provide recommendation for proportionate share to be attributed to the developer; (3) negotiate in-kind construction credits for immediate road improvements needs that can be mitigated by developer.
- 

Any or all of the above recommendations that are agreeable to the developer should be memorialized in a future voluntary road agreement negotiated between the Valley County Board of County Commissioners, Valley County Road Dept. and developer identifying the value of road improvement costs contributed.

Valley County Road Superintendent

Jeff McFadden

Attached are miscellaneous letters received from the applicant's attorney and other submittals.

The attorney's letter reminds the county that the public hearing is closed. The decision of approval was made in 2021 and there were no appeals of that decision.

Everything that was requested by FAA, Idaho Aeronautics (ITD), and the City of McCall Airport Manager/Engineer were required as part of the approval including:

- Soundproofing for structures in the CCRs
- Avigation Easement
- Form 7460-1 submittals for structures at the time of building permits

8/3/2022  
*Cybil Dennis*

# GIVENS PURSLEY LLP

Attorneys and Counselors at Law

601 W. Bannock Street  
PO Box 2720  
Boise, ID 83701  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
www.givenspursley.com

Donald Z. Gray  
[REDACTED]

Gary G. Allen  
Charlie S. Baser  
Christopher J. Beeson  
Jason J. Blakley  
Clint R. Bolinder  
Jeff W. Bower  
Preston N. Carter  
Jeremy C. Chau  
Michael C. Creamer  
Amber N. Dina  
Bradley J. Dixon  
Thomas E. Dvorak  
Morgan D. Goodin  
Donald Z. Gray  
Brian J. Holleran  
Kersti H. Kennedy

Elizabeth A. Koeckeritz  
Neal A. Kaskella  
Michael P. Lawrence  
Franklin G. Lee  
David R. Lombardi  
Lars E. Lundberg  
Kimberly D. Maloney  
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Alex P. McLaughlin  
Melodie A. McQuade  
Christopher H. Meyer  
L. Edward Miller  
Judson B. Montgomery  
Deborah E. Nelson  
W. Hugh O'Riordan, LL.M.  
Samuel F. Parry

Randall A. Peterman  
Blake W. Ringer  
Michael O. Roe  
Danielle M. Strollo  
Cameron D. Warr  
Robert B. White  
Michael V. Woodhouse  
  
William C. Cole (Of Counsel)  
  
Kenneth L. Pursley [REDACTED]  
James A. McClure [REDACTED]  
Raymond D. Givens [REDACTED]

July 22, 2022

***Via E-Mail and Certified Mail***

Cynda Herrick, AICP, CFM  
Valley County Planning & Zoning Director  
219 North Main Street  
P.O. Box 1350  
Cascade, ID 83611-1350  
[REDACTED]

Re: CUP 21-15 360 Ranch  
Final Plat

Dear Ms. Herrick:

This office represents GFL Holdings, LLC, an Idaho limited liability company ("Applicant"), with respect to its application for final plat approval for the 360° Ranch Subdivision Phase 1, which is set to be a 20-lot single-family subdivision (the "Subdivision") on approximately 67 acres south of the McCall Municipal Airport (the "Airport").

As you are aware, on May 24, 2021, Applicant submitted its application with the Valley County Planning and Zoning Commission (the "Commission") seeking a conditional use permit for the Subdivision. A public hearing before the Commission was held on August 12, 2021, during which stakeholders had the opportunity to voice their concerns and objections to the proposed Subdivision.

At this meeting, several individuals and groups expressed concerns regarding the Subdivision's proximity to the Airport, including the potential safety concerns for individuals residing in the Subdivision as well as those navigating the airspace immediately above and adjacent to the Subdivision. Among other topics, the Applicant addressed concerns relating to the City of McCall's future expansion plans for the Airport. The Applicant addressed these comments and concerns at the meeting and stood for questions from the Commission regarding the same.

On August 12, 2021, the Commission voted to approve a conditional use permit for the Subdivision. Pursuant to Valley County Ordinance 9-5H-12, any group or individual wishing to appeal the Commission's decision was obligated to appeal the decision within 10 days, which would have been on or about August 23, 2021. No appeal was filed.

Consistent with this reality, the Commission issued a conditional use permit (the "Conditional Use Permit") on August 30, 2021, with an effective date of August 24, 2021. The Conditional Use Permit set forth the parameters for obtaining final plat approval for the Subdivision.

On or about July 12, 2022, a full eleven months after the August 12, 2021 hearing, Applicant was notified by the Commission that a group called the KMYL Supporters has disseminated materials to, among others, the Commission describing their opposition to the Subdivision and information that it deems must be disclosed to prospective buyers of property within the Subdivision. None of the information presented by the KMYL Supporters is new. Rather, this is merely an attempt to re-litigate concerns about the Subdivision's proximity to the Airport, all of which were addressed and discussed at length at the August 12, 2021 hearing. Perhaps acknowledging this reality, the KMYL Supporters have made no explicit call to action for the Commission to consider these materials in its determination of the Subdivision's final plat approval.

Nevertheless, because the Commission has been made aware of these materials and the KMYL Supporters' opposition to the Subdivision, Applicant finds it necessary to remind the Commission that the deadline to appeal the Commission's August 12, 2021 decision has long since passed.

Notwithstanding the KMYL Supporters' untimely concerns, Applicant remains committed to the safety and welfare of its future residents and those traversing the airspace directly above the Subdivision. Applicant is dedicated to complying with FAA and City of McCall requirements with respect to development of the Subdivision and has worked tirelessly to fulfill the parameters set forth in the Conditional Use Permit. Very simply, the Commission should not view the KMYL Supporters' disseminated materials as new or having any impact on the parameters established in the Conditional Use Permit, and this Commission should approve the final plat for the Subdivision.

Applicant is prepared to stand for questions should the Commission deem it necessary.

Very truly yours,

A handwritten signature in black ink, appearing to read "DZ GRAY". The signature is stylized with a large, looped "D" and "Z".

Donald Z. Gray

DZG:slc

cc: GFL Holdings LLC  
16317359\_1.doc (15861.1)



Re: 360° Ranch

Cynda Herrick [REDACTED]

Wed 7/13/2022 3:18 PM

To: Emily Hart [REDACTED]

Hello,

That is a blanket condition of approval. I read the COA again and it makes no sense, now. Now that we understand the Form 7460-1 requirements I anticipate the P&Z Commission will be satisfied by each owner being required to submit the 7460-1 to the FAA in Fort Worth, not Joseph, since it will be off-site. The excavation is not vertical construction. I believe, this will meet the recommended guidelines of FAA and ITD.

The form does not go to ITD as required in the COA either...we know so much more now.

McCall's original request for this condition was, Require a Form 7460-1 Notice of Proposed Construction or Alteration be submitted, and FAA findings for incompatible use be enacted..... (not excavation).

This will be so much easier in future applications.

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

*Service Transparent Accountable Responsive*

From: Emily Hart [REDACTED]

Sent: Wednesday, July 13, 2022 2:38 PM

To: Cynda Herrick [REDACTED]

Subject: RE: 360° Ranch

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Cynda,

The CUP states "13. CCR's shall require a Form 7460-1... be submitted by the developer of the subdivision for excavation and by each lot owner at time of any construction..."

I just got confirmation that from Joseph Vierra with FAA that GFL Holdings has not submitted a Form 7460-1.

Thanks,  
Emily

---

**From:** Cynda Herrick [REDACTED]  
**Sent:** Wednesday, July 13, 2022 12:34 PM  
**To:** Emily Hart [REDACTED]  
**Subject:** Re: 360° Ranch

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

You are meeting with Melinda Voicu on July 20 to discuss the avigation easement. The avigation easement will be part of the final plat prior to recordation.

Forms 7460-1 are for structures. There are no structures proposed on this site at this time. Each owner will have to obtain the 7460-1 and submit with the building permit.

Thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

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

---

**From:** Emily Hart [REDACTED]  
**Sent:** Wednesday, July 13, 2022 11:09 AM  
**To:** Cynda Herrick <[cynda.herrick@valleycountyidaho.gov](mailto:cynda.herrick@valleycountyidaho.gov)>  
**Subject:** 360° Ranch

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Cynda,

I see that 360° Ranch is on the agenda for Aug. 11 for final approval. I do not believe the avigation easement has been signed, and I can't see any 7460-1 for them, but I asked Joseph Vierra if he can see anything for GFL Holdings, LLC.

Thanks,  
Emily

Emily Hart | McCall Airport Manager  
336 Deinhard Lane Hangar 100 | McCall | ID 83638  
[REDACTED]

21 June, 2022

To: Board of Directors, Idaho Mountain Central Association of Realtors  
From: KMYL Supporters

RE: 360<sup>0</sup> Ranch Subdivision Agency Disclosures

---

Reference: Idaho Real Estate License Law and Rules, July 2021, Sections 2083-2086

Dear Board Members,

The City of McCall Airport (KMYL) is one of the areas key economic engines and generates over \$43 million annually to the McCall and Valley County's economy. KMYL Supporters is an informal affiliation of pilots, hangar owners, onsite and community businesses to include several well-established Valley County real estate brokerages. Our members are committed to ensuring the City of McCall Airport continues to be a safe, viable and valuable resource for both general aviation and Valley County in the coming years.

The purpose of this letter is to bring your attention to a serious matter of concern regarding the 360<sup>0</sup> Ranch Subdivision which has been approved by Valley County and is the process of receiving final plat approval. The 360<sup>0</sup> Ranch subdivision consists of 20 residential lots which range from 1.4 to 6.6 acres.

The subdivision is located less than 1 mile south, and directly under the final approach and departure corridors for runways 34 and 16 of the City of McCall airport. It is difficult to envision a subdivision location which is more perilous to the safety of people and property or more threatening to aviation safety and the long-term viability of the City of McCall Airport.

The attached presentation provides an overview of the safety and usage implications of the 360<sup>0</sup> Ranch Subdivision and its future subdivision residents. Primary references used in this analysis include Idaho Transportation Department "Idaho Airport Land Use Guidelines", FAA and NTSB Aircraft Crash Data Analyses, historical McCall Airport aircraft crash and mishap data and the City of McCall Airport Master Plan.

Unfortunately, the information regarding ITD Airport Land Use Guidelines and the associated safety hazards as shown in the attached presentation was not available to the Valley County Planning and Zoning Department and the Valley County P&Z Committee prior to their review and approval of the 360<sup>0</sup> Ranch subdivision. The Idaho Transportation Department Bureau of Aeronautics and a variety of other efforts have since corrected this situation. Further, ITD, the Idaho State Airport Advisory Board, representatives of the City of McCall and advocacy groups such as ours are actively working to widely disseminate this information to the general public in the coming months.

The Idaho Real Estate Brokerage Representation Act, Idaho Code 54-2082 through 54-2097 defines the "Duties owed to Idaho consumers by a real estate brokerage and its licensees". Key

elements of this act are captured in the Agency Disclosure Brochure (attached) published by the Idaho Real Estate Commission. An Agency Disclosure Brochure provided by the Brokerage and signed by the Buyer or Seller is required for every real estate transaction. The Brochure specifically requires the brokerage and its licensees to: *Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person*

The following are considered adverse material facts which must be disclosed to prospective buyers of property within the 360<sup>0</sup> Ranch Subdivision. As footnoted below, all have been extracted or directly derived from publicly available information\*.

#### **360<sup>0</sup> Ranch Subdivision Adverse Material Facts**

- The 360<sup>0</sup> Ranch subdivision is in an area in which ITD Airport Land Use Guidelines recommends **prohibiting** residential structures due to the increased safety hazards associated with aircraft approaches and departures. <sup>(1)</sup>
- A portion of the 360<sup>0</sup> Ranch subdivision is located at the impact site of a 2001 fatal aircraft accident. <sup>(2)</sup>
- The 360<sup>0</sup> Ranch subdivision is located directly under the primary approach and departure corridors for runways 34 and 16 respectively for McCall airport; an area where aircraft approaches and departures pose a safety hazard to people and property <sup>(1) (3)</sup>
- Based on current and projected McCall City Airport operations <sup>(4)</sup>, 360<sup>0</sup> Ranch residents can expect approximately 35,000 overflights annually at overflight altitudes ranging 200 to 450 ft above their properties.

The aviation hazard issues associated with the 360<sup>0</sup> Ranch subdivision are well documented. These properties will be offered for sale to the general public in the coming weeks. The aviation hazard and potential liability posed by McCall airport operations for 360<sup>0</sup> Ranch residents and their properties is substantial and must be disclosed to all buyers.

Key resources which can provide clarification or additional information include the Airport Planning and Development Manager, Idaho Transportation Department Bureau of Aeronautics and the Airport Manager, City of McCall Airport. Also feel free to contact the members of our group listed below for any questions or additional information.

Russ Stromberg

Dr. Jeff Edwards

#### **\*Sources**

- (1) Airport Land Use Guidelines, Idaho Bureau of Aeronautics Idaho, July 2016
- (2) NTSB Accident Report
- (3) FAA Publications and McCall Airport standard operating procedures
- (4) City of McCall Airport Master Plan, May 2022 (draft)



## Agency Disclosure Brochure

### A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Maine consumers by a real estate brokerage and its licensees are defined in the "Maine Real Estate Brokerage Representation Act," Maine Code 14-2802 through 14-2807.

This informational brochure is published by the Maine Division of Occupational and Professional Licensure - Real Estate Commission.

Effective July 1, 2021

"Agency" is a term used in Maine law that describes the relationship between a licensee and some parties to a real estate transaction.

#### Right Now You Are a Customer

Maine law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions.

- Perform necessary and customary acts to assist you in the purchase or sale of real estate.
- Perform these acts with honesty, good faith, reasonable skill and care.
- Properly account for money or property you place in the care and responsibility of the brokerage, and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts indicating a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you see the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

#### You May Become a Client

If you want a licensee and brokerage to provide your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement.
- Exercise reasonable skill and care.
- Promote your best interests in good faith, honesty, and fair dealing.
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended.
- Properly account for money or property you place in the care and responsibility of the brokerage.
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction.
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above, and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:  
Maine Division of Occupational and Professional Licensure - Real Estate Commission  
One 314-3286  
www.maine.gov

Revised: August 2020  
Prepared by: Melissa Chapman, Policy Director, mchapman@maine.gov 20200808

Printed by: Simplicity

#### Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and his advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

#### Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. This brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency.

**Without Assigned Agents** The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees of the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

**With Assigned Agents** The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An Assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

#### What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will the agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the term of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

#### Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

#### Audio/Video Surveillance

Use caution when discussing anything while viewing a property while audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a Brokerage, the contract is actually between you and the Brokerage's Brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage \_\_\_\_\_ Phone: \_\_\_\_\_

#### RECEIPT ACKNOWLEDGED

By signing below, you acknowledge that a licensee gave you a copy of the Agency Disclosure Brochure. This document is not a contract, and signing it does not obligate you to anything.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Revised: August 2020  
Prepared by: Melissa Chapman, Policy Director, mchapman@maine.gov 20200808

Printed by: Simplicity

## FYI Response to 360 Ranch

Cynda Herrick [REDACTED]

Thu 8/26/2021 7:11 AM

To: Valley County Commissioners [REDACTED]; Richard Stein [REDACTED]; Anette Spickard [REDACTED]

I have sent the following response to concerned citizens regarding the approval of 360 Ranch:

Hello,

The Planning and Zoning Commission decision was a final decision. It was not appealed within the 10 day appeal period provided for in the Valley County Code.

We did provide notice to Idaho Transportation Department, but it was not forwarded to the proper person. However, we did have a copy of their guidelines in the record and all P&Z Commissioners had a copy. I spoke with the appropriate people in the aeronautics division of ITD and their only request was that a Form 7480-1 be required for structures -- this was already a condition of approval.

We had extensive input from the City of McCall airport manager and their airport engineer. The following are specific conditions addressing the airport that were placed on this approval:

- Must place maximum height or elevation limits on the final plat with building envelopes.
- Each homeowner shall submit a FAA-approved Form 7460-1 with a building permit.
- CCR's shall also require additional soundproofing in new construction; and, require written notice to homeowners about the airport's existence flight paths, and possibility of noise impact; require a Form 7460-1 Notice of Proposed Construction or Alteration be submitted by the developer of the subdivision for excavation and each lot owner at the time of any building construction to be included in the building permit application.
- Shall record and reference in the notes on the face of the final plat an Airport Overlay Agreement that includes the following: Avigation Easement negotiated by the developer of the subdivision with the City of McCall that will apply to all future landowners with restrictions that do not go beyond the example from Boise, included in the record. This easement should detail height limitations on specific lots and be included in the CCR's. Lot owners should be directed to submit the easement with building permits.

(I will need to clarify if it is 7460 or 7480....I have conflicting cites from two agencies.)

In addition to input from the ITD aeronautics, we had input from the FAA, City of McCall, and attempted twice to obtain input from the smokejumper base.

There is not a meeting scheduled for August 30, 2021, with the Board of County Commissioners at this time.

If you have additional questions please let me know, Cynda

Cynda Herrick, AICP, CFM  
Valley County

## Re: KMYL Urgent Call to Action!

Lori Hunter [REDACTED]

Wed 8/25/2021 4:49 PM

To: Cynda Herrick [REDACTED]

The email appears to be from a group email account. KMYL is the locator name for the McCall Airport (like BOI is for Boise Airport) I don't see a particular person's name associated with this email.

The people who testified at the public hearings are:

Greg Tankersley (applicant's representative)  
Aaron and Rose Cramblet (applicant)  
Graham Hubner (part of applicant group)  
Robert Hunt  
Mike Dorris  
Janelle Marolf  
Nancy Romero  
Dale Eld  
Jackie Hurzeler  
Robert Bryant  
Laura Nichols (McCall Aviation)  
Russ Stromberg  
Rick Stein (McCall Airport Manager)  
Kevin Bissell (Airport Engineer for McCall & Cascade)  
Don Gray (lawyer for applicant)

---

**From:** Cynda Herrick [REDACTED]

**Sent:** Wednesday, August 25, 2021 4:28 PM

**To:** Brian Oakey [REDACTED]; Lori Hunter [REDACTED]

**Subject:** Fw: KMYL Urgent Call to Action!

see below

Lori...did he comment at the public hearing?

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director

Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

*Service T Transparent A Accountable R Responsive*

---

**From:** Anette Spickard <[REDACTED]>  
**Sent:** Wednesday, August 25, 2021 4:16 PM  
**To:** Michelle Groenevelt <[REDACTED]>; Richard Stein <[REDACTED]>; Cynda Herrick  
<[REDACTED]>  
**Subject:** FW: KMYL Urgent Call to Action!

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

FYI.....

---

**From:** KMYL Pilots <[REDACTED]>  
**Sent:** Wednesday, August 25, 2021 4:14 PM  
**To:** KMYL Pilots <[REDACTED]>  
**Subject:** KMYL Urgent Call to Action!

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

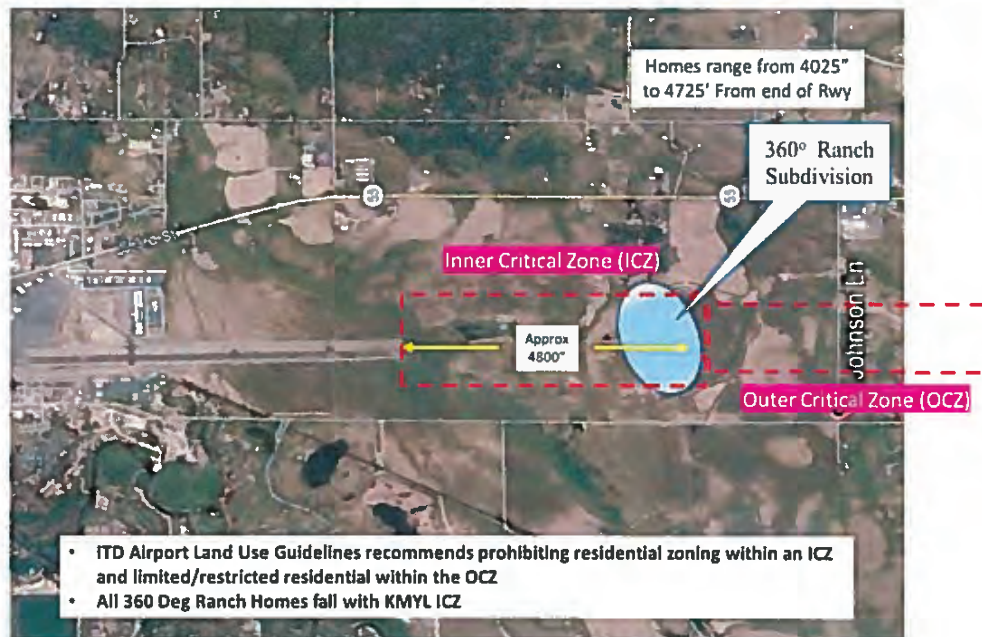
### **Background**

On 12 August, the Valley County Planning and Zoning Board (PNZ) approved the preliminary plat for a 20 home subdivision called 360 Degree Ranch located approximately 4800 ft south and directly under the final approach path for Runway 34 (Rwy 34) at the McCall Municipal Airport (KMYL).

Chapter 7 of the Idaho Transportation Department Airport Land Use Guidelines address land use and zoning around airports. [https://itd.idaho.gov/wp-content/Aero/Publications/LandUse\\_Guidelines.pdf](https://itd.idaho.gov/wp-content/Aero/Publications/LandUse_Guidelines.pdf). These guidelines were published in 2016 and apply to all public jurisdictions located with 5 miles of a public airport such as KMYL.

ITD Airport Land Use Guidelines recommends prohibiting residential zoning in an area defined as the "inner critical zone" (ICZ) of an airport approach/departure corridor and limited/restricted residential zoning in the area defined as the "outer critical zone" (OCZ). ICZ and OCZ boundaries are based on historic takeoff and landing crash data analysis around airports similar to KMYL. The figure below depicts ICZ and OCZ boundaries for KMYL along with the proposed location for the 360 Degree Ranch subdivision.





Due to a series of errors, omissions and other factors, the Valley County PNZ was neither informed nor aware of the ITD Airport Land Use Guidelines regarding residential zoning/construction in airport approach/departure corridors and voted to move forward with the subdivision. Consequently, the ITD Guidelines were not considered during the approval process for the 360 Degree Ranch Subdivision. By the time ITD was mobilized, the statutory 10-day period for filing a protest to the PNZ decision had expired.

PNZ's recommended approval for the 360 Degree Ranch Subdivision will be presented to the Valley County Commissioners for final approval at their meeting on Monday 30 August. It is our understanding that like the PNZ, the Valley County Commissioners have little or no knowledge of ITD's Airport Land Use Guidelines.

### Recommended Action:

**Recommend sending an email to all Valley County Commissioners requesting they defer approval action on the preliminary plat for the 360 Degree Ranch and refer the issue back to Valley County PNZ to review for compliance with ITD Airport Land Use Guidelines.**

- Email for all (3) Valley County Commissioners: [REDACTED]
- Email for City of McCall Mayor Bob Giles: [REDACTED]
- Email for City of McCall Manager Anette Spickard: [REDACTED]

**Fw: 360 Subdivision**

Cynda Herrick [REDACTED]

Tue 7/27/2021 2:46 PM

To: Lori Hunter [REDACTED]

📎 3 attachments (4 MB)

Sample-Stand-Alone-Airport-Zoning-Ordinance1\_9\_19.docx; McCall Airport Zoning Chapter.html; Airport Land Use Compatibility Advisory Circular.pdf;

oops...

please print and save under a new folder under ordinances Airport Overlay

thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

*Service T Transparent A Accountable R Responsive*

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**From:** Richard Stein [REDACTED]

**Sent:** Tuesday, July 27, 2021 2:12 PM

**To:** Cynda Herrick [REDACTED]

**Subject:** RE: 360 Subdivision

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Cynda –

I've attached 2 files. The first is the recommended is the FAA's Airport Zoning Template.

The easiest way may be to adapt the McCall Code to Valley County requirements. Also attached.

Finally, attached is the FAA document that shows the requirements for airports to ensure compatible land use.

Richard M. Stein, AAE  
Airport Manager  
McCall Municipal Airport  
336 Deinhard Lane

Manager [REDACTED]  
McCall, ID 83638

**From:** Cynda Herrick [REDACTED]  
**Sent:** Tuesday, July 27, 2021 1:42 PM  
**To:** Richard Stein [REDACTED]  
**Subject:** Re: 360 Subdivision

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Richard,

Any zoning changes should go to the Valley County Planning and Zoning Commission. Please send the template to me so I can start the discussion.

Thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

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

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**From:** Richard Stein [REDACTED]  
**Sent:** Wednesday, July 14, 2021 4:02 PM  
**To:** Cynda Herrick [REDACTED]  
**Cc:** [REDACTED]; Wayne Reiter [REDACTED];  
Anette Spickard [REDACTED]  
**Subject:** RE: 360 Subdivision

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Cynda –

Looks like we're already started.

is the FAA's responsibility to define and provide airspace to allow aircraft to safely maneuver on take-off, departure, approach, landing, and enroute. As such, the FAA requires sponsors of new projects to notify them of proposed construction/alteration plans so that they can determine whether the proposed construction/ alteration will be (1) an obstruction to air navigation, in which case the FAA may require appropriate obstruction marking and/or lighting, or (2) a hazard to air navigation (i.e., the project interferes with the safe and efficient use of airspace). FAA requirements and procedures are set forth in the Federal Aviation Regulations Part 77 (Objects Affecting Navigable Airspace).

An aviation easement is a document describing property rights that the owner of the property conveys through a written document to an airport authority, allowing certain activities associated with air flight to occur above the height of the easement. These rights could include:

- Right of flight over the property at any altitude above the acquired surfaces
- Right to cause noise, vibrations, fumes, dust and to emit fuel particles
- Right to prevent the landowner from erecting or growing any objects (trees, structures, etc.) that would penetrate the acquired surface
- Right to enter the property to remove, mark, or light any structures or growth above the acquired surface
- Right to prohibit the creation of electrical interference or directed lighting or glare from the property
- Other rights as specified in the easement.

Finally, this application shows that we need to work on upgrading the County Code for aviation over Valley County jurisdiction areas south of the airport. We could use the recently passed City Ordinances as a template to present to the Commissioners.

Let me know what you'd like to have me do.

Richard M. Stein, AAE  
Airport Manager  
McCall Municipal Airport  
336 Deinhard Lane  
Hanger 100  
McCall, ID 83638



From: Cynda Herrick [REDACTED]  
Sent: Wednesday, July 14, 2021 3:51 PM  
To: Richard Stein [REDACTED]  
Subject: Re: 360 Subdivision

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Richard,

Thank you for the response.

The following is how I believe the P&Z will react to your recommendations:

- soundproofing - no problem, already asked applicant to put in the CCRs
- notification to prospective purchasers about the airport's flight paths - no problem, already asked applicant to put in the CCRs,
- 7460 (obstruction survey) for the buildings - what is this?
- Avigation Easement - what is this?

Do either the 7460 or the Avigation Easement prohibit the use of the property or construction of buildings?

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

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

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**From:** Richard Stein [REDACTED]  
**Sent:** Wednesday, July 14, 2021 2:16 PM  
**To:** Cynda Herrick <[REDACTED]>  
**Subject:** FW: 360 Subdivision

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cynda:

Thanks for letting me know about the agenda item. Here's a brief history of the issue, and what the Airport will be doing about it.

Local pilots have reached out to me previously about the development, south of the airport, on the DeBore property. I've been following the issue for some time now. The pilots, and the Airport, would prefer the area south of the airport not be developed with non-compatible uses (houses, hospitals, schools, et.al.).

The best course of action would be to purchase all the property south of the airport and not allow any development. However, this will be financially impossible for the airport.

My current plans are to attend the next Valley County P&Z meeting and to provide written comments and oral concerns. My requests will include P&Z requirements for additional soundproofing, notification to prospective purchasers about the airport's flight paths, and to request a form 7460 (obstruction survey) for the buildings. I also like to ask if VCP&Z will put in a requirement for an Avigation Easement.

Thanks for letting me know. We're gearing up for the meeting.



~~McCall, ID 83638~~  
Airport Manager  
McCall Municipal Airport  
336 Deinhard Lane  
Hanger 100  
McCall, ID 83638

[REDACTED]

From: Cynda Herrick [REDACTED]  
Sent: Wednesday, July 14, 2021 9:00 AM  
To: Anette Spickard [REDACTED]; Michelle Groenevelt [REDACTED]  
Subject: Fw: 360 Subdivision

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Anette,

Attached is the notice that was previously sent concerning a proposed subdivision south of McCall airport. The P&Z Commission tabled the decision to the August 12 meeting in hopes of getting some input from McCall Airport.

The Staff Report and application are on the website:  
<http://www.co.valley.id.us/public-hearing-information/>

Would you please make sure this notice gets to the appropriate person? Previously it was sent to the airport manager.

Thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

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

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### GRANT OF SURFACE AND OVERHEAD AVIGATION EASEMENTS

As a requirement of a land use application for property in the Airport Influence Area, THIS GRANT of Avigation Easements is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a government entity, the GRANTOR. The GRANTOR provides a Grant of Avigation Easements, over, upon and across real property to BOISE CITY, a municipal corporation, the GRANTEE.

#### W I T N E S S E T H:

Section 1. For the purpose of making a Grant of Avigation Easements over, upon and across the property described in Section 2. herein to the GRANTEE, GRANTOR for itself, its successors and assigns does hereby grant and convey unto GRANTEE, its successors and assigns, and to all persons lawfully using the Boise Airport (Gowen Field), the following appurtenant rights and benefits for the use and benefit of the public:

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles incidental to the normal operation of aircraft, fear, interference with sleep or communication, and any other effect associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Boise Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller driven, civil, military and commercial aircraft and helicopters used for the purpose of transporting persons or property through the air.

GRANTOR further agrees to keep said property free of the following: (a) structures in violation of the height limitations set by Federal Aviation Regulation (FAR) Part 77, Objects Affecting Navigable Airspace; (b) structures that might create glare or contain lights or reflectors which might interfere with pilot vision or be misleading to pilots; or (c) uses that cause a discharge into the air of fumes, dust or smoke which might obstruct visibility or adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to airport operations.

GRANTOR, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future Boise Airport operations in that the rights, obligations, and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations, terminal location, or aircraft characteristics at the Boise Airport.

GRANTOR, its successors and assigns, further acknowledges that operation of the Airport may cause noise as well as danger from aircraft accidents or incidents; and that airplane operations will not necessarily include takeoff and or arrival procedures which could have the effect of lessening noise or dangers to the subject property.

GRANTOR, its successors and assigns, does hereby fully waive damages, claims for damages and causes of action which they may now have or which they may have in the future against GRANTEE, its successors and assigns, due or alleged to be due to noise, vibrations, fumes, dust and fuel particles or any other condition or effect that may be caused or may have been caused by the lawful operation of aircraft landing at, or taking off from, or operating at from or on said Boise Airport.

Section 2. The property of GRANTOR subject to the Grant of Avigation Easements is described as follows:

The real property description is set forth in Exhibit "A" attached hereto and incorporated herein by this reference. This easement is subject to any matters apparent and visible and also to all matters of record.

Section 3. TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns until and unless the Boise Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon GRANTOR, its heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

IN WITNESS WHEREOF, the GRANTORS have caused this Grant of Avigation Easements to be executed the day and year first above written.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PARCEL #: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_  
or

SUBDIVISION w/Lot and Block #  
\_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of the \_\_\_\_\_ that executed said instrument, and acknowledged to have authority to execute the same.

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

seal

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_



Please fill in the legal description below (or attach a copy) and attach a copy of a  
RECORDED Vesting Deed.

~~This is a sample ordinance that must be customized~~  
requirements. A zoning map is to be prepared to accompany the ordinance. Text in italics provides explanation, such as which sections are optional. Please note places where text needs to be filled in to align with local conditions. If zones included in the sample do not apply to local conditions, it may be desirable to omit those sections. Consideration can also be given to adding a departure surface zone to align with FAA Advisory Circular 150/5300-13A, Table 3-2 and Figure 3.4. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

## MODEL ZONING ORDINANCE TO LIMIT THE HEIGHT OF OBJECTS AROUND THE AIRPORT (includes heliports)

### SECTION 1: SHORT TITLE AND DESCRIPTION

- 1.1 **Title** – This Ordinance shall be known and may be cited as the (Airport Name) Airport Zoning Ordinance.
- 1.2 **Description** – An ordinance regulating and restricting the height to which structures may be erected or the height of objects of natural growth and otherwise regulating the use of property in the vicinity of Airport Name by creating the appropriate zones and establishing boundaries thereof; providing for changes in the restrictions and boundaries of such zones; defining certain terms used herein; referring to the \_\_\_\_\_ height limitation and zoning district map, which is incorporated in and made part of this ordinance; providing for enforcement; establishing a zoning hearing board; and imposing penalties.

### SECTION 2: DECLARATION OF POLICY

This Ordinance is adopted pursuant to the authority conferred by Local Governmental Entity with Zoning Authority.

It is hereby found that an obstruction has the potential for endangering the lives and property of users of Airport Name and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of Airport Name; and that an obstruction may reduce the size of areas available for the landing, takeoff, and maneuvering of aircraft, thus tending to diminish or impair the utility of the airport and the public investment therein. Accordingly, it is declared:

- 2.1 That the creation or establishment of an obstruction has the potential of being a public nuisance and may injure the region served by Airport Name;
- 2.2 That it is necessary in the interest of public health, safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
- 2.3 That the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation; the elimination, removal, alteration or mitigation of hazards to air navigation; or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

IT IS HEREBY ORDAINED AND ENACTED BY Local Governmental Entity with Zoning Authority as follows:

This is a sample airspace zoning ordinance that must be customized through a local legal review to align with local requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

### SECTION 3: GENERAL DEFINITIONS

THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS ORDINANCE SHALL HAVE THE MEANING GIVEN TO THEM IN THIS SECTION UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE:

- 3.1 **AIRCRAFT** – Any contrivance, except an unpowered hang glider or parachute, used for manned ascent into or flight through the air.
- 3.2 **AIRPORT** – Any area of land or water that is used, or intended to be used, for the landing and takeoff of aircraft and any appurtenant areas that are used, or intended to be used, for airport buildings or air navigation facilities or rights-of-way, together with all airport buildings and facilities thereon.
- 3.3 **AIRSPACE HAZARD** – Any structure, tree, object or use of land that obstructs the airspace or is otherwise hazardous to the flight of aircraft in landing or taking off at the airport or heliport.
- 3.4 **AIRPORT ELEVATION** – The highest point of an airport's useable landing area measured in feet above sea level.
- 3.5 **APPROACH SURFACE** – A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach surface zone height limitation slope set forth in Section 5 of this Ordinance. In plan, the perimeter of the approach surface coincides with the perimeter of the approach surface zone.
- 3.6 **APPROACH, TRANSITIONAL, HORIZONTAL, AND CONICAL SURFACE ZONES** – These zones are set forth in Section 4 of this Ordinance.
- 3.7 **BOARD OF APPEALS OR ADJUSTMENT** – A Board appointed by the authority adopting these regulations. The numbers of members, powers, governing rules, etc., of the Board are set forth in Section 10 of this Ordinance.
- 3.8 **CONICAL SURFACE** – A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
- 3.9 **DEPARTURE SURFACE** – A surface longitudinally centered on the extended runway centerline, extending outward and upward from the runway end at the same slope set forth by the departure surface zone height limitations in Section 5 of this Ordinance. In plan, the perimeter of the approach surface coincides with the perimeter of the departure surface zone. *(Optional: departure surfaces are not included in FAR Part 77 and are not typically included in State regulations. They are surfaces defined by the FAA to protect aircraft departing in instrument flight rule conditions and may be more restrictive than other surfaces at some airports.)*
- 3.10 **FAA** – Federal Aviation Administration of the United States Department of Transportation.
- 3.11 **HAZARD TO AIR NAVIGATION** – An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
- 3.12 **HEIGHT** – For the purpose of determining the height limits in all zones set forth in this Ordinance

requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

- 3.13 **HELIPORT PRIMARY SURFACE** – The area of the primary surface coincides in size and shape with the designated takeoff and landing area of a heliport. This surface is a horizontal plane at the elevation of the established heliport elevation.
- 3.14 **HORIZONTAL SURFACE** – A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal surface zone.
- 3.15 **LARGER THAN UTILITY RUNWAY** – A runway that is constructed for and intended to be used by propeller-driven and jet-powered aircraft of greater than 12,500 pounds maximum gross weight.
- 3.16 **NONCONFORMING USE** – Any pre-existing structure, object of natural growth, or use of land that is inconsistent with the provisions of this Ordinance or an amendment thereto.
- 3.17 **NON-PRECISION INSTRUMENT RUNWAY** – A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.
- 3.18 **OBSTRUCTION** – Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 5 of this Ordinance.
- 3.19 **PERSON** – An individual, firm partnership, corporation, company, association, joint stock association, or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative of any of these.
- 3.20 **PRECISION INSTRUMENT RUNWAY** – A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), or a Precision Approach Radar (PAR) or area type navigation with similar approach minimums as an ILS. It also means a runway for which a precision approach system is planned or approved.
- 3.21 **PRIMARY SURFACE** – A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway. For military runways, or when the runway has no specially prepared hard surface or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in Section 4 of this Ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
- 3.22 **RUNWAY** – A defined area on an airport prepared for landing and takeoff of aircraft along its length.
- 3.23 **STRUCTURE** – An object, including a mobile object, constructed or installed by man, including but not limited to, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.
- 3.24 **TRANSITIONAL SURFACES** – These surfaces extend outward at 90-degree angles to the



This is a sample airspace zoning ordinance that must be customized through a local legal review to align with local requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces that project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

- 3.25 **TREE** – Any object of natural growth.
- 3.26 **UTILITY RUNWAY** – A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight or less.
- 3.27 **VISUAL RUNWAY** – A runway intended solely for the operation of aircraft using visual approach procedures.

#### **SECTION 4: AIRPORT SURFACE ZONES**

In order to carry out the provisions of this Ordinance, there are hereby created and established certain zones, which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Airport Name. Such zones are shown on the Airport Name Height Limitation and Zoning District Map, prepared by Map Preparer, and dated \_\_\_\_\_, which is attached to this Ordinance and made a part hereof. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows, with the height limitations defined in Section 5.

- 4.1 Utility Runway Visual Approach Surface Zone – Established beneath the visual approach surface. The inner edge of this zone coincides with the width of the primary surface, which is 250 feet wide or the width of the primary surface correlating to the other runway end if wider. The zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- 4.2 Utility Runway Non-precision Instrument Approach Surface Zone – Established beneath the non-precision instrument approach surface. The inner edge of this zone coincides with the width of the primary surface, which is 500 feet wide or the width of the primary surface correlating to the other runway end if wider. The zone expands outward uniformly to a width of 2,000 feet at a horizontal distance 5,000 feet from the primary surface. Its centerline is the continuation of the runway centerline.
- 4.3 Runway Larger than Utility Visual Approach Surface Zone – Established beneath the visual approach surface. The inner edge of this zone coincides with the width of the primary surface, which is 500 feet wide or the width of the primary surface correlating to the other runway end if wider. The zone expands outward uniformly to a width of 1,500 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- 4.4 Runway Larger than Utility with a Visibility Minimum Greater than ¾ Mile Non-precision Instrument Approach Surface Zone – Established beneath the non-precision instrument approach surface. The inner edge of this zone coincides with the width of the primary surface, which is 500 feet wide or the width of the primary surface correlating to the other runway end if wider. The zone



requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.

- 4.5 Runway Larger than Utility with a Visibility Minimum as Low as ¾ Mile Non-precision Instrument Approach Surface Zone – Established beneath the non-precision instrument approach surface. The inner edge of this zone coincides with the width of the primary surface and is 1,000 feet wide. The zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- 4.6 Precision Instrument Runway Approach Surface Zone – Established beneath the precision instrument approach surface. The inner edge of this zone coincides with the width of the primary surface and is 1,000 feet wide. The zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- 4.7 Heliport Approach Zone – The inner edge of the approach zone coincides with the width of the primary surface. The approach zone expands outward uniformly to a width of 500 feet at a horizontal distance of 4,000 feet from the primary surface.
- 4.8 Departure Surface Zone – Established beneath the departure surface. This zone commences at the end of the runway. The inner edge of this zone is 1,000 feet wide. The zone expands outward uniformly to a width of 6,466 feet at a horizontal distance of 10,200 feet from the runway end. Its centerline is the continuation of the centerline of the runway. *(Optional: departure surfaces are not included in FAR Part 77 and are not typically included in State regulations. They are surfaces defined by the FAA to protect aircraft departing in instrument flight rule conditions and may be more restrictive than other surfaces at some airports.)*
- 4.9 Transitional Surface Zones – Established beneath the transitional surfaces adjacent to each runway and approach surface as indicated on the Height Limitation and Zoning District Map.
- 4.10 Heliport Transitional Zones – These zones extend outward from the sides of the primary surface and the heliport approach zones a horizontal distance of 250 feet from the primary surface centerline and the heliport approach zone centerline.
- 4.11 Horizontal Surface Zone – Established beneath the horizontal surface, 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 5,000 feet radii for utility and visual runways and 10,000 feet radii for all other runways from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The radius of the arcs for each end of the runway shall be the same. The radius used shall be the longest determined for either end. The horizontal surface zone does not include the approach surface and transitional surface zones.
- 4.12 Conical Surface Zone – Established beneath the conical surface. This zone commences at the periphery of the horizontal surface and extends outward there from a horizontal distance of 4,000 feet.

## SECTION 5: AIRPORT SURFACE ZONE HEIGHT LIMITATIONS

Except as otherwise provided in this Ordinance, no structure shall be erected, altered, or maintained, and

This is a sample airspace zoning ordinance that must be customized through a local legal review to align with local requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

no tree shall be allowed to grow in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

- 5.1 Utility Runway Visual Approach Surface Zone – Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.
- 5.2 Utility Runway Non-precision Instrument Approach Surface Zone – Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.
- 5.3 Runway Larger than Utility Visual Approach Surface Zone – Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.
- 5.4 Runway Larger than Utility with a Visibility Minimum Greater than ¾ Mile Non-precision Instrument Approach Surface Zone – Slopes thirty-four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.
- 5.5 Runway Larger than Utility with a Visibility Minimum as Low as ¾ Mile Non-precision Instrument Approach Surface Zone – Slopes thirty-four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.
- 5.6 Precision Instrument Runway Approach Surface Zone – Slopes fifty (50) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward forty (40) feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.
- 5.7 Heliport Approach Zone – Slopes eight (8) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a distance of 4,000 feet along the heliport approach zone centerline.
- 5.8 Runway Departure Surface Zone – Slopes forty (40) feet outward for each foot upward beginning at the end of the runway and at the runway end elevation and extending to a horizontal distance of 10,200 feet along the extended runway centerline. *(Optional: departure surfaces are not included in 14 CFR Part 77 and are not typically included in State regulations. They are surfaces defined by the FAA to protect aircraft departing in instrument flight rule conditions and may be more restrictive than other surfaces at some airports.)*
- 5.9 Transitional Surface Zones – Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of 150 feet above the airport elevation (insert associated elevation for airport above mean sea level). In addition to the foregoing, when an airport has a precision instrument runway approach zone, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface and extending to where

requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides and at the same elevation as the approach surface and extending a horizontal distance of 5,000 feet measured at 90-degree angles to the extended runway centerline.

- 5.10 Heliport Transitional Zones – Slopes two (2) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the heliport approach zones and extending a distance of 250 feet measured horizontally from and at 90-degree angles to the primary surface centerline and heliport approach zones centerline.
- 5.11 Horizontal Surface Zone – Established at 150 feet above the established airport elevation (insert associated horizontal surface height for airport above mean sea level).
- 5.12 Conical Surface Zone – Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal surface and at 150 feet above the established airport elevation and extending to a height of 350 feet above the established airport elevation (insert associated conical surface height for airport above mean sea level).
- 5.13 Excepted Height Limitations – Nothing in this Ordinance shall be construed as prohibiting the construction or maintenance of any structure or growth of any tree to a height up to \_\_\_\_\_ feet above the surface of the land. *(The adoption of height limits should be reasonable and based on land use consideration in the vicinity of the airport and the nature of the area to be zoned. The height limits adopted should not be so low as to constitute a taking of private property without due process of law.)*

## SECTION 6: AIRPORT ZONING REQUIREMENTS

Use Restrictions – Notwithstanding any other provisions of this Ordinance, no use may be made of land or water within any zone established by this Ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and the aircraft; make it difficult for pilots to distinguish between airport lights and others; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport.

## SECTION 7: NONCONFORMING USES

- 7.1 Regulations Not Retroactive – The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance or otherwise interfere with the continuance of any nonconforming use, except as provided in Section 8 (relating to permits and variances). Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance, and is diligently executed.
- 7.2 Marking and Lighting – Notwithstanding the preceding provision of this Section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon or nearby of such markers and lights as shall be deemed necessary by the (Federal Aviation Administration, State aeronautics agency and/or airport sponsor) to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such



This is a sample airspace zoning ordinance that must be customized through a local legal review to align with local requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

markers and lights shall be installed, operated, and maintained at the expense of (typically airport sponsor).

## SECTION 8: PERMITS AND VARIANCES

8.1 Future Uses – Except as specifically provided in a, b, or c hereunder, no material change shall be made in the use of erected or otherwise established structures, and no tree shall be planted in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired with sufficient particularity to allow it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this Ordinance shall be granted unless a variance has been approved in accordance with Subsection 8.4 of this section.

- a) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
- b) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limit prescribed for such approach zones.
- c) In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zones, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic feature would extend above the height limit prescribed for such transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction or alteration of any structure or growth of any tree in excess of any of the height limits established by this Ordinance, except that no permit is required to make maintenance repairs to or to replace parts of existing structures that do not enlarge or increase the height of an existing structure.

- 8.2 Existing Uses – Before any nonconforming structure may be replaced, substantially altered, or rebuilt, or tree allowed to grow higher or be replanted, a permit must be secured from the municipality authorizing the replacement or change. No permit shall be granted that would allow the establishment or creation of an obstruction or allow a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or any amendments thereto or than it is when the application for a permit is made.
- 8.3 Nonconforming Uses Abandoned or Destroyed – Whenever the (airport sponsor) determines that a nonconforming tree or structure has been abandoned or more than 80 percent torn down, has physically deteriorated, or has decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from this Ordinance.

requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

- 8.4 **Variance** – Any person desiring to erect any structure, increase the height of any structure, permit the growth of any object of natural growth, or otherwise use his property in violation of airport zoning regulations may apply to the Board of Adjustment for a variance from the zoning regulations in question. A variance shall only be granted after the requirements of Section 8 are satisfied. A variance may be allowed where a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship and the relief granted would not be contrary to the public interest but would do substantial justice and would be in accordance with the spirit of the regulations and this Ordinance. Any variance may be granted subject to any reasonable conditions that the Board of Adjustment may deem necessary to effectuate the purposes of this Ordinance. The application for variance shall be accompanied by a determination from the FAA as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Additionally, no application for variance to the requirements of the Ordinance may be considered by the Board of Adjustment unless a copy of the application has been furnished to the airport manager (or person of equivalent description) for advice as to the aeronautical effects of the variance. If the airport manager (or person of equivalent description) does not respond to the application within fifteen (15) working days after receipt, the Board of Adjustment may act without such input to grant or deny said application.
- 8.5 **Obstruction Marking and Lighting** – In granting any permit or variance under this section, the Board shall, if it deems the action advisable to effectuate the purpose of this Ordinance and reasonable under the circumstances, condition the permit or variance as to require the owner of the structure or object of natural growth in question to allow the airport sponsor, at its own expense, or to require the person or persons requesting the permit or variance, to install, operate, and maintain thereon such markers and lights as may be required by guidelines or regulations adopted by the FAA.

## SECTION 9: ENFORCEMENT/NOTICE

- 9.1 **Local Enforcement** – It shall be the duty of the (identify appropriate entity, such as airport manager/director) to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the (insert appropriate entity) upon a form published for that purpose. Applications required by this Ordinance to be submitted to the (insert appropriate entity) shall be promptly considered and granted or denied.
- 9.2 Application for action by the Board of Adjustment shall be forthwith transmitted by the (insert name of entity to receive application).

## SECTION 10: BOARD OF ADJUSTMENT (or name of local body)

- 10.1 **Powers** – There is hereby created a Board of Adjustment to have and exercise the following powers: to hear and decide appeals from any order, requirement, decision, or determination made by the (insert appropriate entity) in the enforcement of this Ordinance; (2) to hear and decide special exceptions to the terms of this Ordinance upon which such Board of Adjustment under such regulations may be required to pass; and (3) to hear and decide specific variances.
- 10.2 **Creation/Members/Removal** – *Where a zoning board of appeals or adjustment already exists, it may be appointed as the Board of Adjustment. Otherwise,* The Board shall consist of \_\_\_\_ members, each to be appointed for a term of \_\_\_\_ years by the authority adopting the regulations and to be removable by the appointing authority, for cause, upon written charges and after a public hearing.



This is a sample airspace zoning ordinance that must be customized through a local legal review to align with local requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

- 10.3 **Governing Rules** – The Board of Adjustment shall adopt rules for its governance and in harmony with the provisions of this Ordinance. Meetings of the Board of Adjustment shall be held at the call of the Chairperson and at such other times as the Board of Adjustment may determine. For conduct of any hearing or taking of any action, a quorum shall not be less than a majority of all members. The Chairperson or, in the absence of the Chairperson, the Acting Chairperson, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment shall be public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the (insert appropriate entity) and due cause shown.
- 10.4 **Findings of Fact/Conclusions of Law** – The Board of Adjustment shall make written findings of facts and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming, or modifying any order, requirement, decision, or determination that comes before it under the provisions of this Ordinance.
- 10.5 **Voting** – The concurring vote of a majority of the members of the Board of Adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the (title of appropriate entity) or decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance or to effect variation to this Ordinance.

## **SECTION 11: APPEALS**

- 11.1 **Right of Appeal** – Any person aggrieved or taxpayer affected by any decision of the municipality or joint zoning hearing board may appeal to the Board of Adjustment as provided by law.
- 11.2 **Reasonable Time Requirement** – All appeals hereunder must be taken within a reasonable time as provided by the rules of the Board of Adjustment. The Board shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.
- 11.3 **Stay of Proceedings** – An appeal shall stay all proceedings in furtherance of the action appealed from unless the municipality or Joint Zoning Hearing Board certifies to the Board, after the notice of appeal has been filed with it, that, by reason of the facts stated in the certificate, a stay would in its opinion cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by order of the Board or notice to the municipality or joint zoning appeal board.
- 11.4 **Power to Reverse, Affirm, or Modify Orders** – The Board of Adjustment may, in conformity with the provisions of this Ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as may be appropriate under the circumstances.

## **SECTION 12: ACQUISITION OF AIR RIGHTS**

In any case in which it is desired to remove, lower, or otherwise terminate a nonconforming structure or use, or the approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations, or it appears advisable that the necessary approach protection be provided by acquisition of property rights, rather than by airport zoning regulations, the municipality within which the property or nonconforming use is located, or the municipality or municipal authority owning the airport or

requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

served by it, may acquire by purchase, grant, or condemnation, in the manner provided by the law under which municipalities are authorized to acquire real property for public purposes, such air rights, aviation easement, or other estate or interest in the property or nonconforming structure or use in question as may be necessary to effectuate the purpose of this Ordinance. In the case of the purchase of any property or any easement or estate, or interest therein, or the acquisition thereof by the power of eminent domain, the municipality making the purchase or exercising the power shall, in addition to the damages for the taking, injury, or destruction of property, also pay the cost of the removal and relocation of any structure or any public utility that is required to be moved to a new location.

### **SECTION 13: RELATION TO OTHER ZONING REGULATIONS**

- 13.1 **Incorporation**— In the event that a municipality has adopted, or hereafter adopts, a comprehensive zoning ordinance regulating, among other things, the height of buildings, any airport zoning regulations applicable to the same area or portion thereof may be incorporated in and made a part of the comprehensive zoning regulations and be administered and enforced in connection therewith.
- 13.2 **Conflicts**— In the event of conflict between any airport zoning regulations adopted under this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, and whether the other regulations were adopted by the municipality that adopted the airport zoning regulations or by some other municipality or otherwise, the more stringent limitation or requirement shall govern and prevail.

### **SECTION 14: JUDICIAL REVIEW**

Any person aggrieved or any taxpayer affected by any decision of the Board of Adjustment may appeal to (name of court) as provided by law. In cases where applicable law does not provide an appeal from a municipality to a Board, a person or taxpayer may appeal from a decision of a municipality or joint airport zoning board, as provided by law for similar zoning proceedings.

### **SECTION 15: SEVERABILITY**

If any of the provisions of this Ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provisions of this Ordinance.

### **SECTION 16: INTERPRETATION OF LANGUAGE AND CAPTIONS**

- 16.1 **Use of Language**— Words of any gender used in the Ordinance shall be held and construed to include any other gender, and words in the singular shall be used to include the plural, unless the context otherwise requires.
- 16.2 **Use of Captions**— The captions or headings of sections in this Ordinance are inserted for convenience only and shall not be considered in construing the provisions herein if any question of intent should arise.

This is a sample airspace zoning ordinance that must be customized through a local legal review to align with local requirements. See *ACRP Research Report 16: Guidebook for Managing Small Airports*, 2<sup>nd</sup> Edition, Section 5.6, for additional airspace zoning information.

## **SECTION 17: ADOPTION**

Effective Date – WHEREAS, the immediate operation of the provisions of this Ordinance is necessary for the preservation of public health, safety, morals, and general welfare, an EMERGENCY is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the municipality and publication and posting as required.

**From:** Emily Hart [REDACTED]  
**Sent:** Thursday, June 30, 2022 2:09 PM  
**To:** Annette Derrick [REDACTED]; Cynda Herrick [REDACTED]  
**Cc:** Brian Parker [REDACTED]; jennifer.schildgen [REDACTED]  
[REDACTED]; Meredith Todd [REDACTED]; Anette Spickard [REDACTED]  
[REDACTED]  
**Subject:** RE: Drilling Rig - Norwood Hill

Hi Annette,

Aside from Wipf, Glauser/Bambic, and Miller, 14104 Norwood Road, (all of whom have filed and received a "Determination Of No Hazard To Air Navigation"), I've not seen any other submittals or know of any other building permit applications.

You are correct that Valley County code does not require aviation easements. However, the Valley County Comprehensive Plan does "seek to balance protection of the public investment in airports with private property rights and the importance of quiet in our communities" (Page 34, Goal 1: Objective 5). One of my top priorities as McCall Airport Manager is to manage community expectations of property owners expecting a quiet, safe, and rural lifestyle.

By recommending (or in some cases requiring, as in 360 Ranch C.U.P.) that applicants complete the online Criteria Tool, file Form 7460-1, potentially sign an aviation easement, and perhaps install soundproofing, we can ensure that people understand they are in the approach pattern of an airport that supports nearly 46,000 operations (landings/departures) a year. The McCall Airport generates \$43,210,000 Economic Output, 307 jobs, and \$13,660,000 Labor Income to Valley County annually. Residents along Norwood Road can expect approximately 35,000 overflights annually at altitudes ranging from 200-450 feet (McCall Airport 2020 Master Plan).

Ideally, every applicant within three miles of the south end of Runway 16/34 would be advised to consider the above recommendations/requirements (Johnson Lane is 2.7 miles from the airport). Of course, this is merely a recommendation as current code language does not require any of these steps at this time.

Please be aware that I am also asking every McCall P&Z applicant within three miles to the north, east, and west of the McCall Airport to follow the same guidelines. After completing the online Criteria Tool, many applicants at a greater distance from the airport will find they need not file a 7460-1, etc., and they'll be ready to proceed with the rest of the permitting process. The goal is to establish an awareness, an acknowledgment of noise/nuisance, and an acknowledgment of risk due to the proximity of a very busy General Aviation airport.

Please feel free to reach out anytime. Also, I am still looking for that 1974 McCall Airport Map that Lori Hunter requested. As soon as we track it down, I'll pass it on!

Kind Regards,  
Emily

Emily Hart | McCall Airport Manager  
336 Deinhard Lane Hangar 100 | McCall | ID 83638  
[REDACTED]

From: Annette Derrick <[REDACTED]>  
Sent: Wednesday, June 29, 2022 10:57 AM  
To: Emily Hart <[REDACTED]> Cynda Herrick <[REDACTED]>  
Cc: Brian Parker <[REDACTED]>  
Subject: Re: Drilling Rig - Norwood Hill

We have a building permit for the garage on Wipf, we have nothing on "Lot 1"  
Please send me a map of properties you would like to request that we have a form 7460-1  
prior to building permits being issued and the code that requires the form. I do not believe  
we have anything requiring an aviation easement.

Thanks,



Annette Derrick  
Valley County Building Official  
Building Department  
Office: [REDACTED]  
219 N. Main | PO Box 1350  
Cascade, ID 83611

**SERVICE  
TRANSPARENCY  
ACCOUNTABILITY  
RESPONSIVE**

From: Emily Hart <[REDACTED]>  
Sent: Wednesday, June 29, 2022 9:31 AM  
To: Cynda Herrick <[REDACTED]>; Annette Derrick <[REDACTED]>  
Cc: Brian Parker <[REDACTED]>  
Subject: RE: Drilling Rig - Norwood Hill

Hi Cynda,

<https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm>

Above is the link we've been sending to applicants. By entering their lat/long, elevation, etc., they can determine automatically if they do or do not exceed notice criteria. If they do exceed notice criteria, they will need to file FAA 7460-1 Notice of Proposed Construction or Alteration. Filing this form is admittedly arduous – it is possible to file electronically, but it's very confusing. Most people choose to send theirs by mail. I am happy to help any applicant with the process. I think the FAA has a backlog, as the most recent filings I see in oeaaa.faa.gov are from April of 2021, and I know quite a few more have been submitted in the last few months.

The Aviation Easement document template created during the previous McCall airport manager's tenure is attached.

Regarding former DeBoer/Norwood Properties in question:

Property 1:  
Mark Wipf

14100 Norwood Rd. (Eastern edge of Parcel 26 from the McCall Ranch Proposed Parcel Concept Map May 2020)

Mark Wipf

(White 5<sup>th</sup> Wheel with deck, hot tub, and multiple outbuildings at the top of the hill)

I spoke with Mr. Wipf this morning, and he stated that he had completed the required FAA documentation. I couldn't find it in the database yesterday, but he gave me the file #, his case officer's name, and I'll try to track it down another way. He also said he poured his foundation last summer and intended to build this summer, but the building is delayed, and he will extend his start date with FAA. I do not know the status of his County building permits.

Property 2:

Xxxxx Norwood Rd

Lucas Glauser and Brianna Bambic

(Eastern edge of Parcel 1 from the McCall Ranch Proposed Parcel Concept Map May 2020 - According to the Bob Crawford, this Parcel was split into 1A and 1B. 1A is owned by Glauser and Bambic and 1B is owned by Gordy Hanson, Idaho Water Sports)

This is the property with the active well drilling operation. I have had multiple contacts with them, as they have obstructions (fence post, tree) on their property that we are in the process of removing in order to restore our critical instrument approach to Rwy 34. Both structures for which he filed resulted in a Determination of No Hazard to Air Navigation (see attached).

I have seen perc test evidence, and they are clearly putting in a well, but I have no idea what their building permit status is.

The NOTAM (notice to airmen) for the drill was filled by the operator and is active until 30 June 23:59 2022.

Let me know if you have any additional questions.

Best regards,  
Emily

**From:** Cynda Herrick <[REDACTED]>  
**Sent:** Wednesday, June 29, 2022 7:35 AM  
**To:** Emily Hart <[REDACTED]> Annette Derrick <[REDACTED]>  
**Subject:** Fw: Drilling Rig - Norwood Hill

Hello Emily,

The link to the FAA for the avigation easement did not work. Can you please check it or send me the text...?

To the best of my knowledge there have been no building permits issued so I have cc'd the Building Official.

Thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County



Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

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

**From:** Cynda Herrick <[REDACTED]>  
**Sent:** Wednesday, June 29, 2022 7:32 AM  
**To:** Brian Parker <[REDACTED]>  
**Subject:** Re: Drilling Rig - Norwood Hill

Hello Emily,

The link to the FAA for the avigation easement did not work. Can you please check it or send me the text...?

To the best of my knowledge there have been no building permits issued so I have cc'd the Building Official.

Thanks, Cynda

Cynda Herrick, AICP, CFM  
Valley County  
Planning and Zoning Director  
Floodplain Coordinator  
PO Box 1350  
Cascade, ID 83611  
[REDACTED]

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

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

**From:** Brian Parker <[REDACTED]>  
**Sent:** Tuesday, June 28, 2022 4:57 PM  
**To:** Cynda Herrick <[REDACTED]>  
**Cc:** Emily Hart <[REDACTED]>  
**Subject:** FW: Drilling Rig - Norwood Hill

Cynda,

Do you have any contact information for people doing work in the area described below?

Thanks!

Brian Parker, AICP | City Planner  
216 E. Park Street | McCall | Idaho 83638  
[REDACTED]



**City of McCall**

Web: [mccall.id.us](http://mccall.id.us)

Blog: [mccallcitysource.com](http://mccallcitysource.com)

Social: [Facebook.com/cityofmccall](https://www.facebook.com/cityofmccall)

**From:** Emily Hart [REDACTED]

**Sent:** Tuesday, June 28, 2022 4:35 PM

**To:** [REDACTED]

**Cc:** Brian Parker <[REDACTED]>

**Subject:** Drilling Rig - Norwood Hill

Hi all,

Mike Chapman brought to my attention the tall drill rig with an American flag on top of the hill to the southeast of Brown Pond. Jerry also reported it to me, as he saw it while mowing this afternoon.

That property owner has completed an avigation easement (it's the one just below/north of the top of the hill with the smaller, older RV), and the well driller filed a NOTAM. This is the owner that allowed us access to cut the fence post and the apple trees (fence is done, waiting on City arborist to cut the trees).

The property owner to the south of them closer to the top of the hill (new RV with deck, hot tub, outbuilding, etc.) has not filled an avigation easement per <https://oeaaa.faa.gov/oeaaa.action>. I left the paperwork and my card at their door, and I will be sure to follow up.

Thanks,  
Emily

Emily Hart | McCall Airport Manager  
336 Deinhard Lane Hangar 100 | McCall | ID 83638  
[REDACTED]

From: [REDACTED]  
Sent: Tuesday, June 14, 2022 1:41 PM  
To: Cynda Herrick <[REDACTED]>  
Cc: Timeless Construction <[REDACTED]>, Rose Cramblet  
[REDACTED]  
Subject: CUP 21-15 360 Ranch

Hi Cynda,

Thank you for taking our call today. Here are the items we'd like to address before submitting our final plat by July for the August P & Z meeting.

Reference to CUP 21-15 line items:

**#14 Avigation Easement-**

See redlined word version attached. Feel free to mark up and send back. There are a few items that differ from the Boise Avigation Easement, please review the statements:

*"The Grantors agree that during the life of this easement, they will not construct, erect, suffer to permit or allow any structure or trees on the surface of the burdened property without approval of the City."* Since we're outside of the City jurisdiction it doesn't appear that the approvals would come from them, rather Valley County.

*"The Grantors agree to keep the easement area free of the following without seeking the prior approval from the City: structures (permanent or temporary) that might create glare or contain misleading lights; residences; fuel handling and storage facilities; smoke generating activities;"* Smoke generating activities conflict with CUP item #11 "limiting each lot to one wood burning device". Please advise if we need to prohibit wood burning stoves. See article 3.23 in the CC&R draft addressing wood burning stoves & campfires.

**3.23 Wood Burning Stoves, Fireplaces, and Open Campfires**

All Lots shall be limited to one (1) wood burning stove or fireplace located within the residential dwelling. No exterior open pit campfire shall be permitted within any Lot.

*"City has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is not specifically mentioned above as "accepted" or that is constructed without prior approval of the City."* This seems to go above and beyond the Boise Avigation Easement.

**#20 35' ROW to Valley County-**

Please address our responsibility to provide a Road Development Agreement if anything has changed since our CUP was filed.

Additional items:

Please provide the items needed for final plat.

**\*ATTACHED FILES:**

CUP 21-15 .PDF

AVIGATION EASEMENT REDLINE .DOCX

BOISE AVIGATION EASEMENT .PDF

360 RANCH DRAFT CC&R'S 5/26/22 .PDF

Thank you,

Aaron and Rose Cramblet  
Timeless Construction, Inc  
GFL Holdings, LLC



Planning and Zoning Commission  
VALLEY COUNTY  
IDAHO

P.O. Box 1350/219 North Main Street/Cascade, Idaho 83611-1350

**Instrument # 443756**

*(Recording Sticker)*  
VALLEY COUNTY, CASCADE, IDAHO

8-31-2021 08:15:24 AM No. of Pages: 3

Recorded for : P&Z

DOUGLAS A. MILLER

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COUNTY MISC

**CONDITIONAL USE PERMIT  
NO. 21-15  
360 Ranch Subdivision**

**Issued to:** GFL Holdings LLC  
P.O. Box 2554  
McCall, ID 83638

**Property Location:** The site is 67.5 acres in Parcels RP18N03E284175 and RP18N03E284780, east of Norwood RD and north of Johnson LN, in the W ½ of Section 28, T.18N, R.3E, Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of August 12, 2021. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 21-15 with Conditions for establishing a 20-lot single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is August 24, 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 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

Conditional Use Permit

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. Roads shall be constructed in accordance with the Valley County Private Road standards. The Valley County Engineer shall review and approve construction drawings prior to development.
7. Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.
8. A Private Road Declaration is required prior to recordation and must be noted on the face of the plat.
9. 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.
10. A letter of approval is required from McCall Fire & EMS stating all infrastructure, including road and buried tank, is in place prior to recording the final plat.
- 11. CCR's should address lighting, wildfire-prevention, and limit each lot to one wood burning device. Recommend noxious weed eradication requirements in the CCR's.
- 12. CCR's shall also require additional soundproofing in new construction; and, require written notice to homeowners about the airport's existing flight paths, and possibility of noise impact. This condition is enforceable by Valley County as a condition of the conditional use permit.
- 13. CCR's shall require a Form 7460-1 Notice of Proposed Construction or Alteration be submitted by the developer of the subdivision for excavation and by each lot owner at the time of any building construction to be included in the building permit application to Idaho Transportation Department. This condition is enforceable by Valley County as a condition of the conditional use permit.
- 14. Shall record and reference in the notes on the face of the final plat an Airport Overlay Agreement that includes the following: Avigation Easement negotiated by the developer of the subdivision with the City of McCall that will apply to all future landowners with restrictions that do not go beyond the example from Boise, included in the record. This easement should detail height limitations on specific lots, along with the building envelopes, and be included in the CCR's. Lot owners should be directed to submit the easement with building permits.
15. All lighting must comply with the Valley County Lighting Ordinance.

- cc+rs
- 16. Shall place addressing numbers at each driveway and each building.
  - ✓ 17. A letter from Lake Irrigation is required stating they have no concerns with this proposal.
  - ✓ 18. All lots should have access off the private road, not Norwood Road.
  - ✓ 19. Must bury conduit for fiber optics with utilities.
  - 20. Must dedicate a 35-foot right-of-way to Valley County for Norwood Road.
  - ✓ 21. Irrigation easements must be shown on plat.
  - Gregg 22. 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."
  - Gregg 23. Must show floodplain note on the face of the final plat.

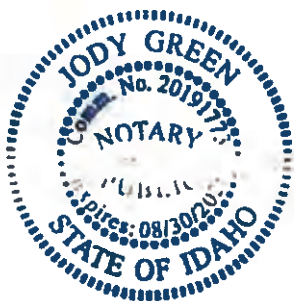
END CONDITIONAL USE PERMIT

Date August 30, 2021  
Approved by Jody Herrick

\*\*\*

On this 30 day of August, 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.



Jody Green  
Notary Public  
Residing at: Valley County  
Commission Expires: 8/30/25



Boise  
Example

### GRANT OF SURFACE AND OVERHEAD AVIGATION EASEMENTS

As a requirement of a land use application for property in the Airport Influence Area, THIS GRANT of Avigation Easements is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a limited liability company, the GRANTOR. The GRANTOR provides a Grant of Avigation Easements, over, upon and across real property to BOISE CITY, a municipal corporation, the GRANTEE.

#### WITNESSETH:

Section 1. For the purpose of making a Grant of Avigation Easements over, upon and across the property described in Section 2. herein to the GRANTEE, GRANTOR for itself, its successors and assigns does hereby grant and convey unto GRANTEE, its successors and assigns, and to all persons lawfully using the Boise Airport (Gowen Field), the following appurtenant rights and benefits for the use and benefit of the public:

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles incidental to the normal operation of aircraft, fear, interference with sleep or communication, and any other effect associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Boise Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller driven, civil, military and commercial aircraft and helicopters used for the purpose of transporting persons or property through the air.

GRANTOR further agrees to keep said property free of the following: (a) structures in violation of the height limitations set by Federal Aviation Regulation (FAR) Part 77, Objects Affecting Navigable Airspace; (b) structures that might create glare or contain lights or reflectors which might interfere with pilot vision or be misleading to pilots; or (c) uses that cause a discharge into the air of fumes, dust or smoke which might obstruct visibility or adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to airport operations.

GRANTOR, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future Boise Airport operations in that the rights, obligations, and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations, terminal location, or aircraft characteristics at the Boise Airport.

GRANTOR, its successors and assigns, further acknowledges that operation of the Airport may cause noise as well as danger from aircraft accidents or incidents; and that airplane operations will not necessarily include takeoff and or arrival procedures which could have the effect of lessening noise or dangers to the subject property.

GRANTOR, its successors and assigns, does hereby fully waive damages, claims for damages and causes of action which they may now have or which they may have in the future against GRANTEE, its successors and assigns, due or alleged to be due to noise, vibrations, fumes, dust and fuel particles or any other condition or effect that may be caused or may have been caused by the lawful operation of aircraft landing at, or taking off from, or operating at from or on said Boise Airport.

Section 2. The property of GRANTOR subject to the Grant of Avigation Easements is described as follows:

The real property description is set forth in Exhibit "A" attached hereto and incorporated herein by this reference. This easement is subject to any matters apparent and visible and also to all matters of record.

Section 3. TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns until and unless the Boise Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon GRANTOR, its heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

IN WITNESS WHEREOF, the GRANTOR has caused this Grant of Avigation Easements to be executed the day and year first above written.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PARCEL #: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

or

SUBDIVISION w/Lot and Block #

\_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of the limited liability company that executed said instrument, 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 first above written.

seal

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Please fill in the legal description below (or attach a copy) and attach a copy of a  
RECORDED Vesting Deed.



Recording Requested By and  
When Recorded Return to:

City Clerk  
City of McCall  
216 East Park Street  
McCall, Idaho 83638

For Recording Purposes Do  
Not Write Above This Line

**McCall MUNICIPAL AIRPORT**  
**SURFACE AND OVERHEAD AVIGATION EASEMENT**

This Easement is made October 1, 2021 by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Easement) as Grantee, and GFL Holdings LLC, as Grantor, for and in consideration of the mutual promises, covenants, agreements and conditions in this AGREEMENT. This Agreement consists of this "SURFACE AND OVERHEAD AVIGATION EASEMENT" together with the:

- A. Legal Description, Exhibit "A;"
- B. Drawing of the Subject Property, Exhibit "B;"

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns do hereby grant the following appurtenant rights and benefits to the CITY for the use and benefit of the public.

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing, or operating in the vicinity of McCall Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, sailplane/glider, lighter-than-air, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

In granting this easement, the Grantors agree to make no modifications to the following "accepted" existing structures lying within the bounds of the easement area of the Grantors' property without prior approval of the City, which approval shall not be unreasonably withheld. (See attached Exhibit B map).

The Grantors agree that during the life of this easement, they will not construct, erect, suffer to permit or allow any structure or trees on the surface of the burdened property without approval of the City. The Grantors may not permit any places of public assembly or gatherings within the easement area. (Examples: churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc.). The Grantors are permitted to continue to grow and harvest crops or graze livestock in the easement area without seeking prior approval from the City.

The Grantors agree to keep the easement area free of the following without seeking the prior approval from the City: structures (permanent or temporary) that might create glare or contain misleading lights; residences; fuel handling and storage facilities; smoke generating activities; and activities that may create electrical interference that could affect the movement of aircraft over the easement area.

Grantors agree to waive all damages and claims for damages caused or alleged to be caused by the Grantors violation of any aspect of this easement document. City has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is not specifically mentioned above as "accepted" or that it constructed without prior approval of the City.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until McCall Municipal Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon the Grantors, their heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

NOTICES between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (e. g. Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

Grantee: McCall Municipal Airport  
Attn: Airport Manager  
216 E. Park St.  
McCall, ID 83638

Copy to: City of McCall  
Attn: City Clerk  
216 E. Park St.  
McCall, ID 83638

Grantor GFL Holdings, LLC  
Attn: Natalie R. Cramblet  
P.O. Box 2554  
McCall, ID 83638-2554

**GRANTEE SIGNATURES ARE ON PAGE 4 OF 8**

**GRANTOR(S) SIGNATURES ARE ON PAGE 5 OF 8**

**GRANTEE: CITY OF MCCALL, IDAHO**

By: \_\_\_\_\_  
Robert S. Giles, Mayor

Attest: \_\_\_\_\_  
BessieJo Wagner, City Clerk

STATE OF IDAHO                    )  
  : ss  
County of Valley                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner, the Mayor and City Clerk, respectively of the CITY OF MCCALL, IDAHO, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the City of McCall, Idaho.

(SEAL)

\_\_\_\_\_  
Notary Public

**GRANTOR:**

By: \_\_\_\_\_  
Natalie R. Cramblet – Secretary/Treasurer

STATE OF \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Natalie R. Cramblet known to me 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 as a governor on behalf of GFL Holdings, LLC.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**GRANTOR:**

By: \_\_\_\_\_  
Aaron Cramblet - Chairman

STATE OF \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Cramblet known to me 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 as a governor on behalf of GFL Holdings, LLC.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**Exhibit "A"**  
**Legal Description**

**BOUNDARY DESCRIPTION**  
**360 RANCH SUBDIVISION**

A parcel of land, located in Section 28 T.18N., R.3E., B.M., more particularly described as follows:

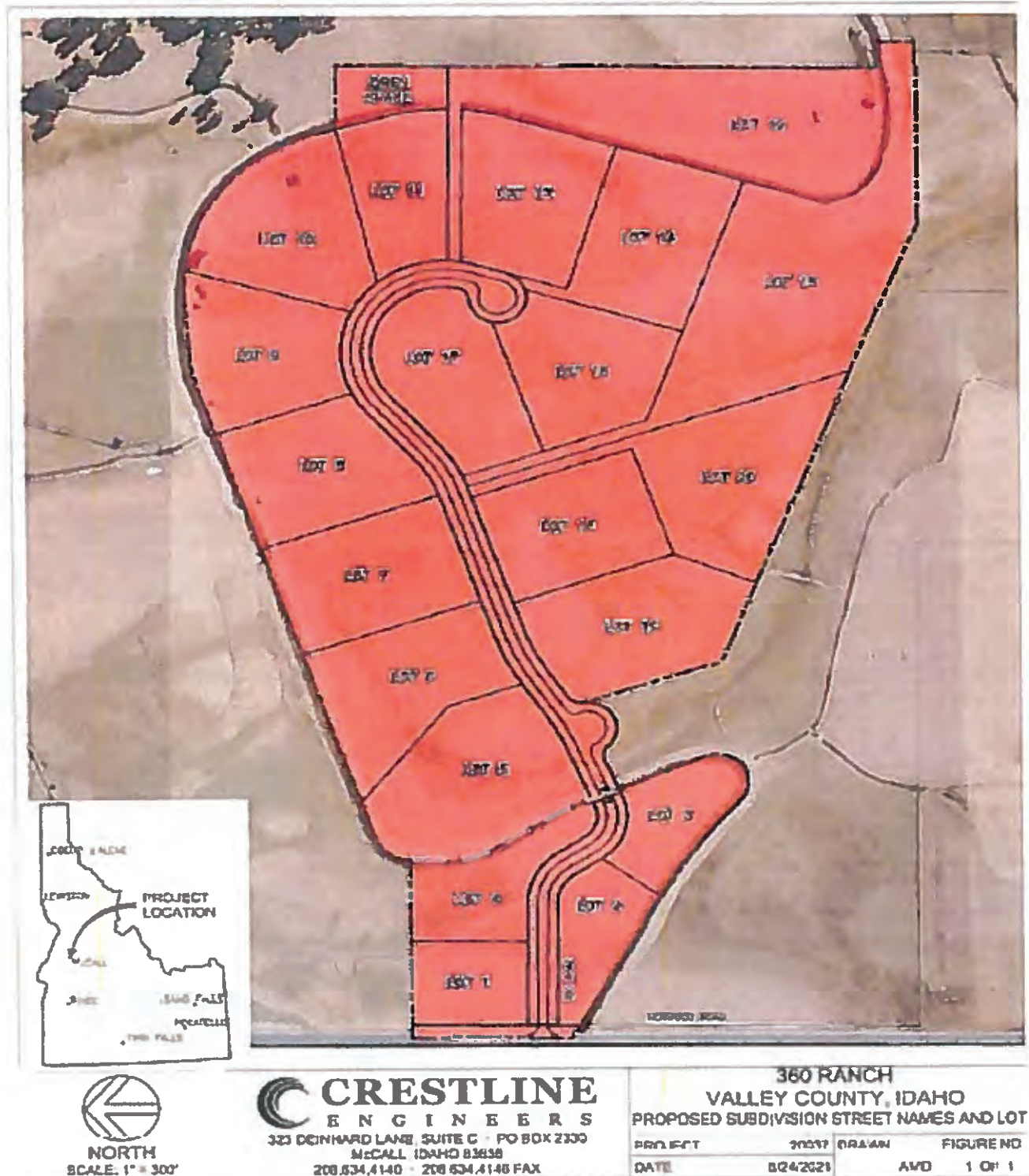
**COMMENCING** at the west 1/4 corner of said Section 28 as shown on a Record of Survey filed in Book 14 at Page 25 of Surveys, Records of Valley County, Idaho; thence, along the west line of said Section 28,

- A.) S.0°27'38"W., 125.25 feet to the **POINT OF BEGINNING**; thence, departing said section line,
- 1.) S.89°56'14"E., 473.28 feet to a point in Clara Foltz Ditch; thence, along said ditch,
- 2.) along a curve to the right having a radius of 90.00 feet, an arc length of 108.32 feet, through a central angle of 69°17'06", and a chord bearing and distance of N.36°39'50"E., 102.32 feet; thence,
- 3.) N.71°18'23"E., 392.59 feet; thence,
- 4.) N.71°16'43"E., 864.91 feet to the beginning of a tangent curve; thence,
- 5.) along said curve to the right having a radius of 470.00 feet, an arc length of 116.66 feet, through a central angle of 14°13'17", and a chord bearing and distance of N.78°23'21"E., 116.36 feet; thence, tangent from said curve,
- 6.) N.85°30'00"E., 136.76 feet to the beginning of a tangent curve; thence,
- 7.) along said curve to the right having a radius of 425.00 feet, an arc length of 583.75 feet, through a central angle of 78°41'53", and a chord bearing and distance of S.55°09'04"E., 538.94 feet; thence, tangent from said curve,
- 8.) S.15°48'07"E., 55.19 feet; thence, departing said ditch,
- 9.) S.89°16'57"E., 167.74 feet; thence,

- 10.) S.0°26'28"W., 1284.56 feet to a point in said Clara Foltz Ditch; thence, along said ditch,
- 11.) N.77°21'46"E., 71.86 feet; thence, departing said ditch,
- 12.) S.0°26'28"W., 90.53 feet; thence,
- 13.) N.89°52'24"W., 487.46 feet; thence,
- 14.) N.68°23'29"W., 1258.26 feet; thence,
- 15.) N.18°43'22"W., 345.21 feet to the beginning of a non-tangent curve; thence,
- 16.) along said curve to the right having a radius of 68.00 feet, an arc length of 172.10 feet, through a central angle of 145°00'46", and a chord bearing and distance of S.63°17'26"W., 129.71 feet to the beginning of a reverse curve; thence,
- 17.) along said curve to the left having a radius of 35.00 feet, an arc length of 41.93 feet, through a central angle of 68°38'52", and a chord bearing and distance of N.78°31'37"W., 39.47 feet; thence, tangent from said curve,
- 18.) S.67°08'57"W., 83.51 feet to a point in said Clara Foltz Ditch; thence, along said ditch,
- 19.) S.23°08'27"E., 222.26 feet to the beginning of a tangent curve; thence,
- 20.) along said curve to the right having a radius of 72.00 feet, an arc length of 191.38 feet, through a central angle of 152°17'57", and a chord bearing and distance of S.53°00'32"W., 139.81 feet; thence, tangent from said curve,
- 21.) N.50°50'30"W., 197.29 feet to the beginning of a tangent curve; thence,
- 22.) along said curve to the left having a radius of 520.00 feet, an arc length of 91.28 feet, through a central angle of 10°03'26", and a chord bearing and distance of N.55°52'13"W., 91.16 feet; thence, tangent from said curve,
- 23.) N.60°53'56"W., 470.35 feet to a point on the west line of said Section 28; thence, along said section line,
- 24.) N.0°27'38"E., 378.88 feet to the **POINT OF BEGINNING**.

**CONTAINING 66.88 Acres, more or less.**

**Exhibit "B"**  
**Drawing of the Subject Property**





STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

1410 N Hilton Street, Boise, ID 83706

Brad Little, Governor  
Jess Byrne, Director

March 14, 2022

Aaron Cramblet  
Aaron Cramblet, GFL Holdings, LLC  
PO Box 2554  
McCall, ID 83638

*Sent via electronic mail only to*  
[REDACTED]

Subject: IPDES Construction General Permit Coverage for GFL Holdings, IDR10C08F

Dear Aaron Cramblet:

This letter is to inform you that GFL Holdings, located at Norwood Road and Johnson Lane in McCall, Idaho, is authorized to discharge under the Idaho Department of Environmental Quality (DEQ) Idaho Pollutant Discharge Elimination System (IPDES) Construction General Permit (CGP), starting March 14, 2022. Only discharges that are allowed in the CGP are authorized and only in authorized areas and to the receiving waters described in the Notice of Intent. Discharges must meet all requirements set forth in the CGP.

GFL Holdings's permit number is IDR10C08F. Please use this number in any correspondence with DEQ. You can find your NOI submittal at the IPDES E-Permitting Website (<https://www2.deq.idaho.gov/water/ipdes>). You must keep a copy of this letter and the General Permit on-site, with your Storm Water Pollution Prevention Plan at all times.

You are responsible for submitting a Notice of Termination when the project meets the CGP termination requirements. Annual fees will continue to accrue until permit coverage is terminated.

Your activities may be subject to other local, state, and federal permits and certifications. This letter does not relieve you of your obligation to obtain all other appropriate permits and permissions. If you have technical questions regarding this permit, please contact Michael Snider at (208) 373-0178 or email [Michael.Snider@deq.idaho.gov](mailto:Michael.Snider@deq.idaho.gov).

Sincerely,

*A. J. Maupin, P.E.*

A.J. Maupin, P.E.  
IPDES Permit Supervisor

EDMS number (2022FAZ509)

3/14/2022

Page 2 of 2

cc: *via email only*

Michael Snider, IPDES Permit Writer ( [REDACTED] ) – DEQ State Office

Troy Smith, IPDES Bureau Chief ( [REDACTED] ) – DEQ State Office

Brynn Lacabanne, IPDES Compliance and Enforcement Supervisor

( [REDACTED] ) – DEQ State Office

James Craft, IPDES Compliance Supervisor ( [REDACTED] ) – DEQ Boise  
Regional Office

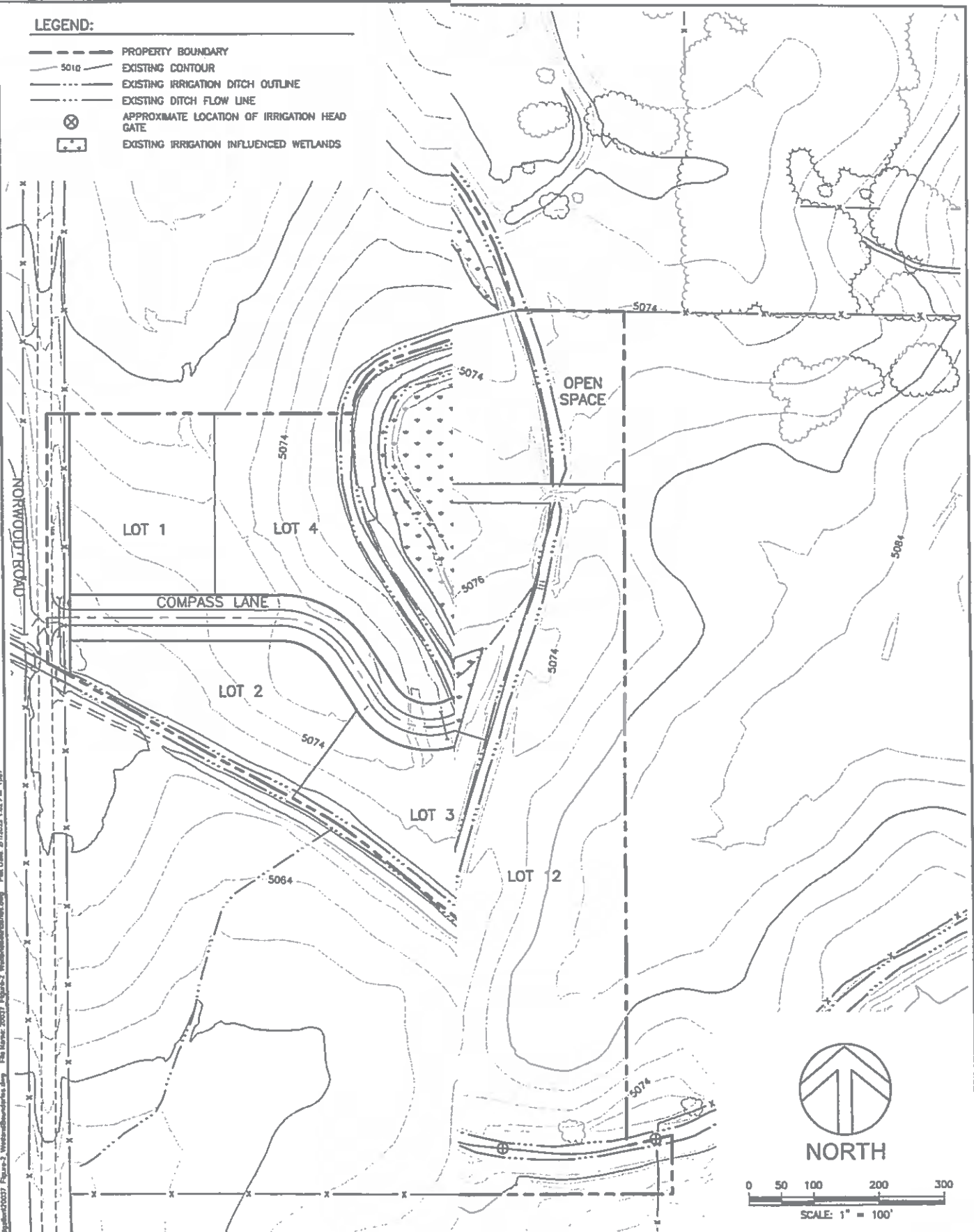
Susan Poulson, NPDES Permits Section Manager ( [REDACTED] ) – EPA

Erin Kenison ( [REDACTED] ) – USFWS Idaho Office



**LEGEND:**

- PROPERTY BOUNDARY
- - - - - EXISTING CONTOUR
- - - - - EXISTING IRRIGATION DITCH OUTLINE
- - - - - EXISTING DITCH FLOW LINE
- ⊗ APPROXIMATE LOCATION OF IRRIGATION HEAD GATE
- ▭ EXISTING IRRIGATION INFLUENCED WETLANDS



Path: L:\481\00523\00523\NWW\00523\WetlandBoundaries.dwg File Name: 20037 Figure 2 WetlandBoundaries.dwg Plot Date: 2/1/2022 1:03 PM cym

NO.	REVISION	BY	DATE




**360 RANCH**  
**VALLEY COUNTY, IDAHO**

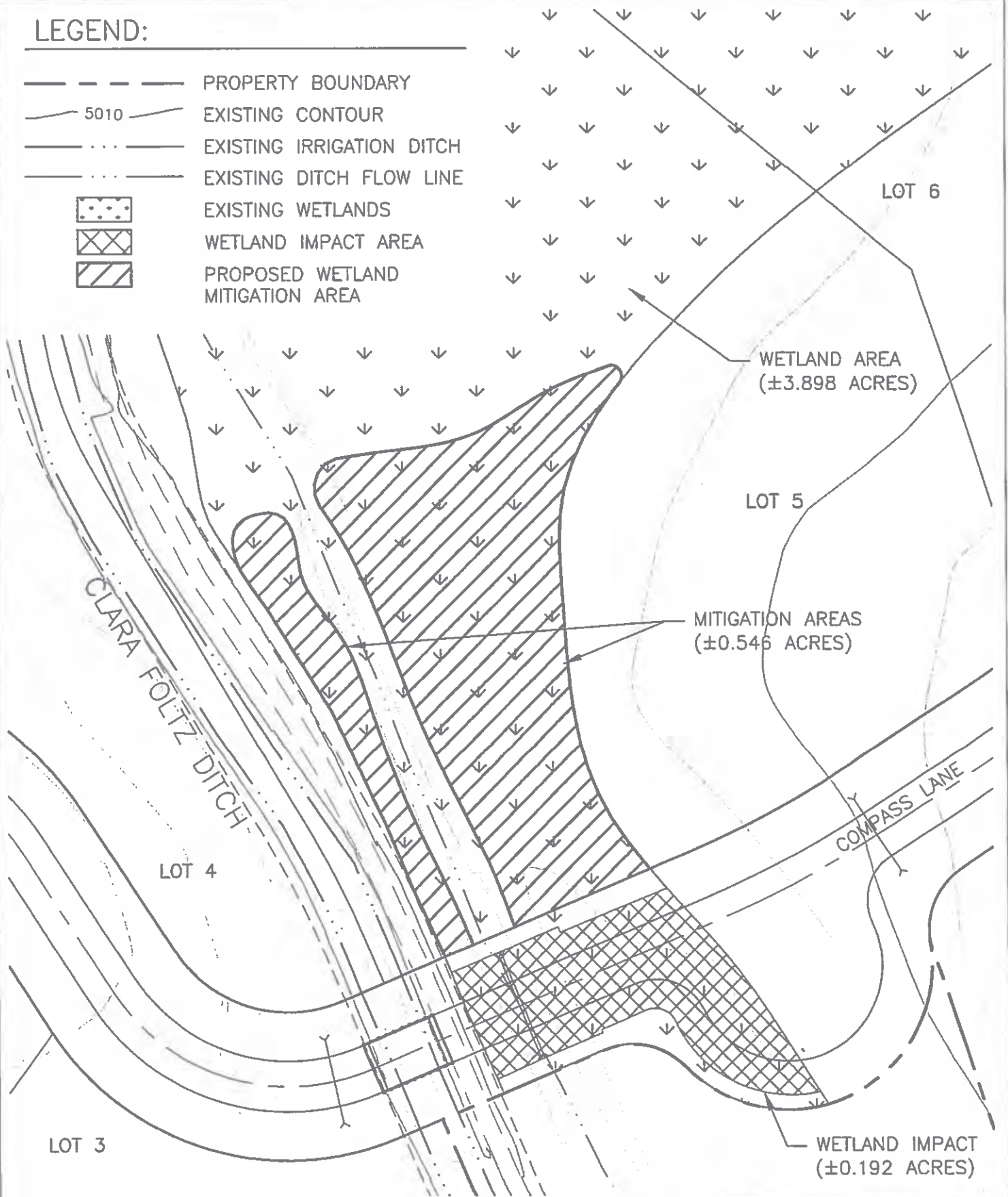
NWW NO. 2021-00523  
**WETLAND BOUNDARIES**

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	20037
DATE	2/1/2022
DRAWING NO.	SHEET NO.
FIGURE 2	2 OF 4



# LEGEND:

- PROPERTY BOUNDARY
- 5010 EXISTING CONTOUR
- ... EXISTING IRRIGATION DITCH
- ... EXISTING DITCH FLOW LINE
-  EXISTING WETLANDS
-  WETLAND IMPACT AREA
-  PROPOSED WETLAND MITIGATION AREA



NORTH  
SCALE: 1" = 60'

**Mitigation Areas**  
**2022 MITIGATION PLAN**

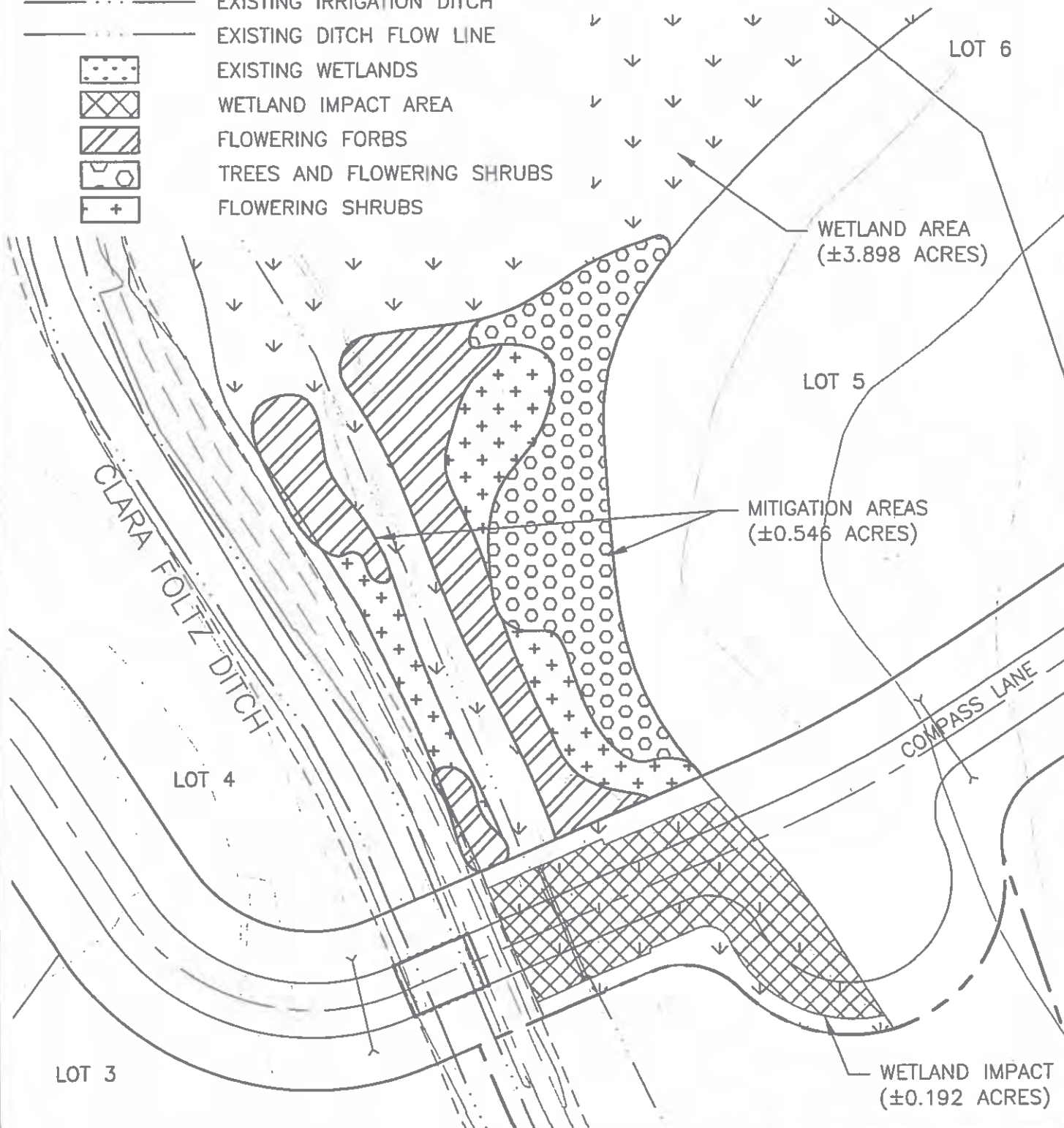
360 Ranch  
NWW No. 2021-00523  
GFL Holdings, LLC  
North Fork Payette River  
Valley County, Idaho  
Figure 3 of 4  
February 1, 2022

## LEGEND:

	PROPERTY BOUNDARY
	EXISTING CONTOUR
	EXISTING IRRIGATION DITCH
	EXISTING DITCH FLOW LINE
	EXISTING WETLANDS
	WETLAND IMPACT AREA
	FLOWERING FORBS
	TREES AND FLOWERING SHRUBS
	FLOWERING SHRUBS

## NOTES:

1. PLANTING PLAN IS CONCEPTUAL AND MAY BE MODIFIED IN THE FIELD BASED ON PLANT AVAILABILITY.



NORTH  
SCALE: 1" = 60'

Planting Plan  
2022 MITIGATION PLAN

360 Ranch  
NWW No. 2021-00523  
GFL Holdings, LLC  
North Fork Payette River  
Valley County, Idaho  
Figure 4 of 4  
February 1, 2022

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND  
EASEMENTS  
FOR THE  
360° RANCH**

## **WELCOME!**

We are pleased that you have decided to become a Member of the 360° Ranch (the "Ranch"). The following document is the Declaration of Covenants, Conditions, Restrictions, and Easements (the "Declaration") that will govern the Ranch. The purpose of the Declaration is to:

- Set forth basic residential use restrictions to protect you and your neighbors from undesirable or noxious uses by others in the Ranch.
- Set forth the rules by which the Ranch will govern itself through the 360 Ranch Homeowners Association.
- Set forth the procedure for budgets and assessments for Ranch expenses.
- Provide for the maintenance and improvement of the Ranch common areas.
- Set forth the rules by which the Ranch will resolve problems and disputes in a fair, impartial, and expeditious manner.

Please read this entire Declaration carefully. It sets forth the rights and obligations of you and the other Ranch Members. We make no representations of any kind (express or implied) through any agent, realtor, employee, or other person regarding the Ranch except as set forth in this Declaration. We expressly disclaim any representations, warranties, statements, or information about the Ranch not set forth herein.

## DECLARATION HIGHLIGHTS

Please read this entire Declaration carefully, but we would like to highlight a few key provisions that may be of interest to you:

- |                         |  |
|-------------------------|--|
| Assessments:            | Owners of each of the Lots are subject to Assessments. Regular Assessments may be adjusted from time-to-time, but will not increase by more than 10% per year, nor will a Special Assessment issue without the Association giving each Owner prior notice and opportunity to object at an Association meeting. With limited exceptions, the transferee of each Lot is required to pay a Transfer Assessment, the amount of which is set by the Board from time to time. See <u>Article 6</u> . |
| Association Management: | The Association will be managed by the Grantor during the Initial Development Period (where the Owners would find the management to be unduly burdensome). See <u>Section 10.1</u> . Thereafter, the Association is governed by the Owners as desired. See <u>Article 2</u> .  |
| Pets:                   | Owners may have non-roaming pets. See <u>Section 3.9</u> .   |
| Yard Signs:             | Customary "For Sale", open house, construction, and political signs are permitted, but with strict limitations. No other signs are permitted. See <u>Section 3.19</u> .  |
| Leasing:                | Owners may lease to such Owner's family at any time, and may lease to others provided the lease term is one month or longer. See <u>Section 3.3</u> .  |
| Fencing:                | Fences require approval of the Architectural Review Committee. See <u>Section 5.3</u> .  |
| Trash Cans:             | Trash cans and other trash receptacles, including recycling cans and receptacles, will not be visible except between 5:00 AM and 8:00 PM on the day selected by the trash collector for trash and recycling pick-up. See <u>Section 3.27</u> .   |

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**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR THE  
360° RANCH**

This Declaration of Covenants, Conditions, Restrictions, and Easements for the 360° Ranch (this “Declaration”) is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by GFL Holdings LLC, an Idaho limited liability company (“Grantor”). Capitalized terms not otherwise defined in the text hereof are defined in Article 1.

WHEREAS, Grantor owns that certain real property located in Section 28T. 18N., R.3E., B.M. which is more particularly described as follows (collectively, the “Ranch”):

Lots 1-20 of the 360 Ranch, according to the official plat thereof recorded in the real property records of Valley County, Idaho as Instrument No. 2022-  
\_\_\_\_\_ (the “Initial Plat”).

WHEREAS, Grantor desires to execute and record this Declaration to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes that will apply to the Ranch, which are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Ranch and to ensure a well-integrated, high quality development.

NOW, THEREFORE, Grantor hereby declares that the Ranch, and each Lot and portion thereof, is and will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration, which is hereby declared to be in furtherance of a general plan to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Ranch and to ensure a well-integrated, high quality development. This Declaration: (a) runs with the land and is binding upon any person or entity having or acquiring any right, title, or interest in any Lot or portion of the Ranch; (b) inures to the benefit of every Lot and portion of the Ranch; and (c) inures to the benefit of and is binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot or portion of the Ranch, and their successors, heirs, and assigns.

**ARTICLE 1  
DEFINITIONS**

“Articles” means the Articles of Incorporation of the Association.

“Assessments” means the Regular Assessments, Special Assessments, Limited Assessments, and Transfer Assessments, together with any late charges, interest, and costs incurred in collecting the same, including without limitation attorneys’ fees.

“Association” means the 360° Ranch Homeowners Association, Inc., an Idaho nonprofit corporation.

“Board” means the Board of Directors of the Association.

“Bound Party” has the meaning set forth in Section 9.1.

**"Budget"** has the meaning set forth in Section 6.6.

**"Building Envelope"** means the area within a Lot where a residential structure / structures may be located, always subject to the Committee's approval. Unless otherwise designated by Grantor or approved by the Committee, the Building Envelope is that portion of the Lot not located within easements or setbacks required by this Declaration, the Plat, or applicable law.

**"Bylaws"** means the Bylaws of the Association.

**"Claims"** has the meaning set forth in Section 9.1.

**"Class A Members"** has the meaning set forth in Section 2.2.1.

**"Class B Member"** has the meaning set forth in Section 2.2.2.

**"Class B Termination Date"** has the meaning set forth in Section 2.2.2.

**"Committee"** means the Architectural Review Committee identified in Section 5.1.

**"Common Area"** means any (a) real property designated as Common Area or Open Space by Grantor on any Plat, deed, or other recorded instrument; (b) any real property designated as Common Area or Open Space in any Supplemental Declaration; (c) any real or personal property held by or for the benefit of the Association, including storage facilities, recreational facilities and open spaces (including paths, greenbelts, and other areas that may also be open to the public); and (d) any lease, license, use rights, or agreement rights for amenities or facilities held by the Association from time-to-time.

**"Ranch"** has the meaning set forth in the opening recitals of this Declaration.

**"Ranch Documents"** means this Declaration, each Plat, each Supplemental Declaration, the Articles, the Bylaws, the Ranch Rules, the Design Requirements, and any other procedures, rules, regulations, or policies adopted under such documents by the Association or the Committee. In the event of any conflict between this Declaration and any other of the Ranch Documents, this Declaration controls.

**"Ranch Rules"** has the meaning set forth in Section 2.6.2.

**"Declaration"** means this Declaration of Covenants, Conditions, Restrictions, and Easements for the 360° Ranch, as may be amended from time to time, and as may be supplemented pursuant to any one or more Supplemental Declarations.

**"Design Requirements"** has the meaning set forth in Section 5.2.

**"Effective Date"** has the meaning set forth in the opening preamble of this Declaration.

**"Estate Lot"** shall mean any one of Lots 5-20 as reflected on the Initial Plat.

**"Expenses"** has the meaning set forth in Section 6.2.

**"FAA"** shall mean the Federal Aviation Administration.

**"Frontage Lot"** shall mean any one of Lots 1-4 as reflected on the Initial Plat.

**"Grantor"** has the meaning set forth in the opening preamble of this Declaration.

**“Hobby Farm Animals”** have the meaning set forth in Section 3.9.

**“Home Occupation”** has the meaning set forth in Section 3.1.

**“Household Pets”** has the meaning set forth in Section 3.9.

**“Improvement”** means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Ranch, including residential structures, club houses, pump or lift stations, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, and utility improvements.

**“Initial Development Period”** has the meaning set forth in Section 2.2.2.

**“Initial Plat”** has the meaning set forth in the opening recitals of this Declaration.

**“Irrigation System”** means each Owner’s system for delivering irrigation water to such Owner’s Lot, as further described in Section 3.15 hereof. Each Owner’s Irrigation System includes all pipes, sprinklers, controls, and other irrigation equipment and facilities located within such Owner’s Lot.

**“Levy Meeting”** has the meaning set forth in Section 2.6.7.

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

**“Lot”** means any lot depicted on the Plat. For voting, membership and Assessment purposes herein, the term Lot does not include any real property owned by the Association as Common Area.

**“Maintenance Property”** means any real or personal property not owned by the Association but which is located upon, within, or in vicinity of the Ranch and which the Association operates and/or maintains for the benefits which will accrue to the Ranch and its Owners. Maintenance Property is not Common Area and no Owner has the right to use any Maintenance Property except for the Owner of the Lot on which any Maintenance Property may be located. Grantor may designate Maintenance Property in this Declaration, in any Plat or Supplemental Declaration, or by granting or reserving it in a deed or other instrument. After the Initial Development Period, the Association may acquire any Maintenance Property it deems necessary and/or beneficial to the Ranch, in which event the Association shall designate such Maintenance Property in a recorded instrument.

**“Member”** means each Owner holding a membership in the Association, including Grantor.

**“Mortgage”** means any mortgage, deed of trust, or other document pledging any portion of the Ranch or interest therein as security for the payment of a debt or obligation.

**“Occupant”** means any person that resides within a dwelling structure located on a Lot.



**"Owner"** means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having such interest merely as security for the performance of an obligation, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

**"Plat"** means any subdivision plat covering any portion of the Ranch (whether now or, pursuant to Article 12, hereinafter existing), as recorded in the Valley County Recorder's Office, including without limitation the Initial Plat.

**"Regular Assessment"** means the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area and Maintenance Property, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association. Regular Assessments are levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

**"Released Party"** has the meaning set forth in Section 2.8.

**"Remedial Period"** has the meaning set forth in Section 2.6.7.

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

**"Supplemental Declaration"** has the meaning set forth in Article 12.

**"Transfer Assessment"** has the meaning set forth in Section 6.5.

**"Violation"** has the meaning set forth in Section 2.6.7.

## **ARTICLE 2**

### **THE 360° RANCH ASSOCIATION**

**2.1 Organization of the Association.** Grantor has organized the Association to manage the business and affairs of the Ranch in accordance with applicable law and the Ranch Documents.

**2.2 Membership.** Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association for each Lot owned by such Member. When more than one (1) Person holds an ownership interest in any Lot, all such persons and entities will be Members; provided, however, the vote for such Lot with common ownership will be exercised as the Owners of such Lot determine, but in no event will more than one (1) vote be cast with respect to such Lot. Memberships in the Association shall be appurtenant to the Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

**2.2.1 Class A Members.** "Class A Members" shall be the Owners of the Lots, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for



each Lot owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

**2.2.2 Class B Member.** The “Class B Member” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the Effective Date through and including the Class B Member Termination Date (the “Initial Development Period”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) the date Grantor no longer owns any Lots within the Ranch (including Lots annexed into the Ranch in the future pursuant to the terms of this Declaration); or (b) the date Grantor informs the Board, in a writing recorded in the real property records of Valley County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “Class B Member Termination Date”).

**2.3 Membership Meetings; Voting.** The Association will hold an annual meeting of the Members and periodic special meetings of the Members as set forth in the Bylaws. Subject to Sections 2.2.1 and 2.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Lot owned by such Member.

**2.4 Board of Directors.** The business and affairs of the Association will be managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor’s sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect, remove, and replace directors as provided in the Bylaws. Any vacancies on the Board occurring after the Initial Development Period shall be filled by a plurality vote of the remaining directors through a special election at any meeting of the Board.

**2.5 Delegation of Authority.** The Board may at any time (and from time-to-time) delegate all or any portion of its powers and duties to committees, officers, employees, or to any person or entity to act as manager. The Association may employ or contract for the services of a professional manager or management company to manage the day-to-day affairs of the Association. No such employment or contract will have a term of more than one (1) year. If such manager is Grantor or Grantor’s affiliate, such contract is subject to cancellation by the Association with or without cause and without payment of a termination fee (but including all fees incurred through the date of termination) so long as the Association provides at least thirty (30) days’ prior notice of termination.

**2.6 Powers of the Association.** The Association has all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Ranch Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

**2.6.1 Assessments.** The power and authority to levy Assessments against each Lot (except Common Area) and Owner thereof pursuant to the restrictions enunciated in this Declaration, and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments against the Lots and the Owners thereof to cover the operation and maintenance costs of Common Area and Maintenance Property.

**2.6.2 Ranch Rules.** The power and authority to adopt, amend, and repeal such rules and regulations as the Board deems reasonable and appropriate to govern the Ranch (the “Ranch Rules”), including without limitation rules and regulations regarding (a) the use of the Common Area, and (b) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Ranch Rules have the same force and effect as if they were set forth in and were made a

part of this Declaration. A copy of the Ranch Rules as they may from time to time be adopted, amended, or repealed shall be mailed, e-mailed, faxed, or otherwise delivered to each Owner. Upon such mailing or delivery to the Owners, the Ranch Rules shall have the same force and effect as if they were set forth in and were made a part of this Declaration.

2.6.3 Common Area. The power and authority to acquire and dispose of, and the duty to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Ranch; provided, however, except as permitted under Section 2.6.8 hereof, no interest in the Common Area will be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association.

2.6.4 Maintenance Property. The power and authority (and duty) to operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Maintenance Property.

2.6.5 Improvements. The power and authority to construct, install, maintain, repair, replace, and operate any Improvements in any Common Area, any Maintenance Property, any public right-of-way serving the Ranch, or any other location deemed by the Board to benefit the Ranch, including any fences, signs, or other Improvements at Ranch entrances or otherwise in the vicinity of the Ranch, and any berms, retaining walls, fences, and water amenities within or abutting any Common Area.

2.6.6 Entry onto Lots. The power and authority to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry will be made with as little inconvenience to the Owner of such Lot as practical under the circumstances, and any damage caused thereby will be repaired by and at the expense of the Association.

2.6.7 Fines. The power and authority to impose reasonable monetary fines which shall constitute a lien upon the Lot owned or occupied by the Owner or Occupant determined by the Board to be in violation of the Ranch Documents (individually, a "Violation"). Provided, however, pursuant to the provisions of Idaho Code Section 55-115, the Association shall not impose a fine on an Owner for a Violation unless: (i) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "Levy Meeting"); (ii) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (iii) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "Remedial Period"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days after the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Lot is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

2.6.8 Licenses, Easements and Rights-of-Way. The power and authority to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the same, or

for the preservation of the health, safety, convenience, and the welfare of the Ranch, or for the purpose of constructing, erecting, operating, or maintaining any of the following:

2.6.8.1     Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provision of lighting and services;

2.6.8.2     Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

2.6.8.3     Any service facility, berm, fencing, and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including pedestrian and bicycle pathways.

2.6.9     Amenity Agreements. The power and authority to enter into any lease, license, use or other agreements as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Ranch. In such event, any costs incurred by the Association related thereto will be Expenses, and such Expenses will be included in the Regular Assessments.

2.6.10    Reserves. The power and authority to establish and fund such operating and capital reserves as the Board deems necessary or prudent.

2.6.11    Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, or any other property owned by the Association. In addition, the Association will pay all taxes, including income, revenue, corporate or other taxes (if any) levied against the Association.

2.6.12    Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce or remedy any breach or threatened breach of the Ranch Documents. The power of enforcement includes:

2.6.12.1   The right to enter upon any Lot (but not inside any building constructed thereon) for the purpose of removing, altering, reconstructing, or restoring any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Ranch Documents. If such Improvements are located on a Lot, the Association will first provide the Owner thereof with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days), and if the Owner does not cure the default to the reasonable satisfaction of the Association within such cure period, the Owner of the Improvements will immediately reimburse the Association for all expenses incurred by the Association in connection with its removal, alteration, reconstruction, or restoration of such Improvements.

2.6.12.2   The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Ranch Documents.

2.6.12.3   The right to perform any duty or obligation of an Owner under the Ranch Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner will immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association

will provide the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days) prior to exercising its power and authority hereunder.

2.6.12.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements from imposing an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance will not waive any element of the Declaration for any purpose except as to the particular Lot and the particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with the other elements of this Declaration or applicable law.

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Ranch Documents, the Association is entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.6.13 Insurance. The power and authority to obtain such bonds and insurance as may be required by applicable law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or Improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by Grantor, the Association will procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

2.6.13.1 Casualty insurance on all insurable personal property and Improvements owned by the Association or for which the Association bears risk of loss, which insurance will be for the full replacement cost thereof without optional deductibles;

2.6.13.2 Worker's compensation insurance and employer's liability coverage as required by law;

2.6.13.3 Broad form comprehensive public liability insurance insuring the Association, the Board, the Committee and their respective agents and employees against any liability incident to the ownership or use of the Common Area or Maintenance Property; which insurance will be for not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars (\$1,000,000) per occurrence with respect to property damage; and

2.6.13.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

2.6.14 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Ranch, including any requirements or obligations identified in such entitlements as the responsibility of Ranch association or homeowners' association, such as plat notes, development agreements or conditions of approval.

2.6.15 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.



2.6.16 Estoppel Certificates. The power and authority to execute a written statement stating (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Lot is in default of this Declaration; (b) the dates to which any Assessments have been paid by a particular Owner, and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or mortgagee of such Owner's Lot, but only to the extent such prospective purchaser or mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

2.6.17 Improvements in the Public Right-of-Way. The power and authority to enter into license and easement agreements with any governmental entity, utility provider, irrigation company, conservation organization or any other public or private entity (or assume any such agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

2.6.18 Open Space Corridors. The power and authority to enter into agreements with any governmental entity, utility provider, irrigation company, conservation organization or any other public or private entity (or assume any such agreement entered into by Grantor) to improve, operate, maintain, repair or replace any corridor, open space, recreation facility, greenbelt or trail spaces, either for the benefit of the Ranch or the general public, along with the power and authority to collect and pay the charges, fees, and assessments to any such public or private entity.

2.6.19 Other. Such other and further powers as the Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Ranch Documents and applicable law.

**2.7 Association Records; Owner Inspection.** The Association will keep such records of its business and affairs as is customary for Ranch or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets and minutes of meetings of the Board, the Members and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to (a) notice to be given to the custodians of the records by persons desiring to make the inspection, (b) hours and days of the week when such an inspection may be made, and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.7. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**2.8 Immunity; Indemnification.** Each Owner understands and agrees that Grantor, the Association, the Association's manager (if any), the Committee and the directors, officers, agents, employees and committee members of any of them (each individually a "Released Party") are immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Ranch Documents that does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association will indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Ranch Documents; provided, however, the Association is not obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct.

**2.9 Waiver of Consequential Damages.** Neither the Grantor nor the Association is liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses arising from or related to the Ranch.

### ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

**3.1 Residential Use.** All Estate Lots will be used exclusively for residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations permitted pursuant to this Section, no Estate Lot will be used at any time for commercial or business activity. A “Home Occupation” is any lawful, gainful occupation conducted on a Lot by an Occupant of the Lot. A Lot may be used for a Home Occupation provided that the home office or studio related thereto is: (a) not more than five hundred (500) square feet in size; and (b) located entirely within a dwelling. The Home Occupation must be conducted in accordance with the other terms and limitations of the Ranch Documents and applicable law. An Estate Lot may be used for other Home Occupations only upon the specific approval of the Association, which approval may be subject to such requirements and conditions as the Association deems appropriate, and which Home Occupation must be conducted in accordance with the other terms and limitations of the Ranch Documents and applicable law. No Home Occupation may (i) involve highly combustible materials, (ii) involve retail operations, (iii) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools, (iv) cause abnormal automotive or pedestrian traffic in the Ranch, (v) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances, (vi) involve dispatch activities where employees meet in the Ranch and are sent to other locations, (vii) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Ranch. It is not a violation of this Section for an Owner to lease its Lot and the Improvements thereon in accordance with Section 3.3.

**3.2 Light Commercial Use.** Frontage Lots may be used for both Home Occupation and, if an appropriate conditional use permit is obtained, light commercial use. Such light commercial use must be contained wholly within an enclosed shop and/or garage space, and commercial operations shall be limited to six (6) days per week, not including Sundays, between the hours of 7:00 am and 8:00 pm. Frontage Lots must comply with all Frontage Lot applicable Design Requirements.

**3.3 Leasing.** In order to foster and maintain the stable, residential character of the Ranch and to preserve the Ranch values, no Owner may lease, in whole or part, such Owner’s Estate Lot or the primary residential dwelling located thereon to any person or entity except as expressly permitted in this Section 3.3. For purposes of this Section 3.3, the term “lease” as applied to an Estate Lot will be deemed to include, without limitation, any rental, letting, subletting, licensing, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Estate Lot (or portion thereof) to any entity or a person who is not a member of such Owner’s family. For purposes of this Section 3.3, a “member of such Owner’s family” will be defined as any person who is related to the Owner by blood, legal marriage or legal adoption. Each Owner may lease its entire Estate Lot to any tenant comprised as a single housekeeping unit so long as such lease is for a term of one month or greater. For purposes of this Section, the term “single housekeeping unit” will be one (1) or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases an Estate Lot is fully responsible for the conduct and activities of such Owner’s tenant as if such Owner were the tenant. Any Owner who leases a Lot will comply with the Fair Housing Act to the extent it applies to such Owner.

Prior to leasing an Estate Lot, an Owner shall provide the Board a copy of the anticipated lease agreement, which must include at least the following information: the tenants’ names, contact information, and vehicle descriptions; number and types of pets, if any; and the duration of the lease.



If an Owner leases an Estate Lot in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner shall be in default of this Declaration, and shall indemnify, defend and hold harmless the Association and the other Owners from and against any and all claims, loss or damage arising from or related to such violation, including any actions taken or fines or penalties imposed under federal law, and shall further be subject to the remedies described in Section 15.7 hereof

**3.4 Exterior Maintenance Obligations.** Each Owner will keep all Improvements on such Owner's Lot in good, safe condition and repair. Without limiting the generality of the foregoing, each Lot shall be kept in a neat, orderly, weed-free condition at all times within the contemplated Building Envelope and in accordance with the landscape plan submitted to the Architectural Review Committee as contemplated by Section 5.4. In the event that any Owner permits any Improvement on such Owner's Lot to: (a) fall into disrepair such that it, in the judgment of the Board, creates an unsafe, unsightly, unattractive, or inoperable condition; or (b) be constructed, reconstructed, refinished, removed, added, altered, or maintained in violation of this Declaration, the Association may exercise its power and authority hereunder to enter upon such Owner's Lot and take such action as the Association deems necessary or appropriate to correct such condition or violation. In such event, the defaulting Owner will immediately reimburse the Association for all costs reasonably incurred by the Association in correcting such condition or violation. Except in the event of an emergency, the Association will provide the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days) prior to exercising its power and authority hereunder. Each Owner hereby designates the Association as the Owner's agent for purposes of Idaho's mechanic's lien statute (i.e., Idaho Code § 45-501), and each laborer, material supplier or other person who performs work on such Owner's Lot at the direction of the Association will have a mechanic's lien against the Owner's Lot for such work.

**3.5 Nuisances.** No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Ranch, including the Common Area or vacant Lots, so as to render the Ranch or any portion thereof unsanitary, unsightly, offensive or detrimental to the Ranch, or to any other property in the vicinity of the Ranch. No odor shall be permitted to arise from the Ranch so as to render the Ranch or any portion thereof unsanitary, offensive or detrimental to the Ranch, or to any other property in the vicinity of the Ranch. No business or Home Occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance will be permitted to exist or operate upon any portion of the Ranch so as to be offensive or detrimental to the Ranch or its Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights will be located, used or placed on the Ranch without the Committee's approval. No unsightly articles will be permitted to remain on any Lot so as to be visible from any other portion of the Ranch. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material and scrap will be kept at all times in such containers and in areas approved by the Committee. No major appliances (such as clothes washers, dryers, refrigerators or freezers) may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed.

**3.6 No Hazardous Activities.** No activities will be conducted on the Ranch, and no Improvements will be constructed in the Ranch which are or might be unsafe or hazardous to any Occupant.

**3.7 Insurance Rates.** Nothing will be done or kept on any Lot which will increase the rate of or cancel any insurance on any other portion of the Ranch without the approval of the Owner of such other portion, nor will anything be done or kept on the Ranch or a Lot which would result in the cancellation of

insurance on any portion of the Ranch owned or managed by the Association or which would be in violation of any law.

**3.8 Vehicles and Equipment.** To the extent possible, all vehicles and equipment located within the Ranch shall be parked within a garage and concealed from view. All oversized vehicles and equipment which do not reasonably fit within an enclosed garage, which may include motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, snow removal equipment, and a reasonable amount of garden maintenance equipment for a single family residence, must be parked in an orderly and well-kept area within the Building Envelope. Abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer), dilapidated or unrepaired and unsightly vehicles, Older Vehicles and Equipment (defined as any vehicle or equipment more than ten (10) years old), and/or any other unsightly equipment and machinery shall NOT be placed upon any portion of the Ranch, including but not limited to streets, parking areas and driveways, unless the same are located entirely within a garage and concealed from the view of anybody standing outside the garage, except when the garage is open to facilitate ingress and egress. Older Vehicles or Equipment may be parked outside, but within the Building Envelope, with the prior written consent of the Board.

**3.9 Household Pets.** Owners may keep and raise Household Pets (defined below) or Hobby Farm Animals (defined below) only in manner so as to not unreasonably bother or constitute a nuisance to other Owners. At all times, Household Pets and Hobby Farm Animals shall be properly contained within a fenced enclosure and shall not be allowed to freely roam. Any noisy animal (defined below), any vicious animal, any non-domestic Household Pet or Hobby Farm Animal, or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the Ranch will also be deemed a nuisance. "Household Pets" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. "Hobby Farm Animals" means horses, livestock, goats, swine, fowl, or other similar farm animals. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by such Household Pet.

**3.10 Assistance Animals.** Assistance animals are welcome in the Ranch in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal will be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals will not be treated less favorably than other residents or charged fees that are not charged to other residents without animals. The Association has the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that (a) is out of control and the handler does not take effective action to control it, or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal on the Ranch is financially and legally responsible for any injury or damage caused by

such assistance animal, and for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

**3.11 Construction and Temporary Structures.** For a period of no more than fourteen (14) months after the commencement of construction of the primary residence for a given Lot, one (1) recreational vehicle shall be permitted to be parked within the Lot during construction. Any other mobile units or temporary construction trailers shall not be allowed to be placed or constructed upon a Lot without the Board's prior written approval. After the fourteen (14) month construction period, no trailer, tent, shack, garage, barn or other unattached structure erected on a Lot will, at any time, be used as a residence, temporarily or permanently, nor will any residence of a temporary character be permitted. No building of any kind will be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements will be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site will be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

**3.12 Camping Prohibited.** Other than as allowed under Section 3.11, camping (defined as sleeping in a temporary structure for more than one (1) night) shall not be permitted within the Ranch.

**3.13 Drainage.** No Owner will interfere with the established drainage and irrigation pattern over any portion of the Ranch, unless adequate alternative provisions for proper drainage and irrigation have first been approved by the Committee and properly installed. For the purposes hereof, "established" drainage and/or irrigation is defined as the system of drainage and irrigation, whether natural or otherwise, which exists at the time the overall grading of any portion of the Ranch is completed by Grantor, or that drainage or irrigation which is shown on any plans approved by the Committee, which may include drainage and/or irrigation from Common Area over any Lot in the Ranch.

**3.14 Grading.** Except as provided in Section 3.13, no Lot will drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Ranch in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

**3.15 Irrigation System.** Each Owner will install upon its Lot an Irrigation System no later than 12 months after the issuance of a certificate of occupancy to ensure that all required and other landscaping is maintained in a high quality manner and first class condition and in accordance with the Ranch Documents. Each Owner acknowledges that the Association has not provided an irrigation system to the Ranch; instead, each Owner must connect its own Irrigation System to their own water source. All individual domestic and irrigation water supply systems, regardless of the proposed use of the water to be delivered by such system, must be approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee..

**3.16 Water Delivery System: Clara Foltz Ditch.** The Ranch is served by a water delivery system managed by the Lake Irrigation District (the "Irrigation District"), each lot shall be subject to an irrigation assessment ("Irrigation Assessment") from the Irrigation District, billed annually with property taxes. Each Lot, including any and all open space, shall be allocated 0.38 inches of water per acre per year as distributed by the Irrigation District. If any Owner defaults on payments, it compromises all other Owners' water inches. In order to utilize water from the Clara Foltz Ditch, a pump and water metering device must be installed at the head gate located between Lot 7 & Lot 8 and an irrigation system must be designed to carry water to each parcel in the Ranch. At the discretion of the Board each parcel may be



subject to Special Assessments as the Board deems necessary to complete the irrigation system project. The Ranch has supplied power at the pump location to be used as needed. Such allocation is subject to revision at the discretion of the Board. The Lake Irrigation District manages the water in the Clara Foltz Ditch and all water rights associated with the Clara Foltz Ditch. The Irrigation District is not responsible for how the water is distributed onto the land associated with the water rights. All uses of water rights shall be in compliance with Lake Irrigation District requirements. The parcels bordering the Clara Foltz Ditch include a Ditch Easement in order for Lake Irrigation District to properly maintain the Ditch and monitor water flow. During maintenance there may be dredges left upon the bank edge. The Ditch Easement is measured from midline of the Ditch and is 20' on the North boundary and 30' on the South boundary, refer to the 360 Ranch Subdivision plat map. Owners may use the easement area, however access must not be blocked at any time.

**3.17 Sewage Disposal Systems.** All individual sewage disposal system must be approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee.

**3.18 Energy Devices, Outside.** No energy production devices or generators of any kind (such as solar energy devices or windmills) will be constructed or maintained on any portion of the Ranch without the Committee's approval, except for mechanical equipment shown in the plans approved by the Committee. This Section will not apply to passive solar energy systems incorporated into the approved design of a residential structure.

**3.19 Signs.** No more than one (1) sign will be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days of occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs will be placed or maintained upon the Common Area. Signs advertising an Estate Lot for rent or lease are not allowed anywhere within the Ranch. Political signs are permitted for up to thirty (30) days prior to a primary or general election, and shall be removed within two (2) days after any such election.

**3.20 Address Numbers.** Each Owner must place addressing numbers in a clearly visible location at the entrance of their driveway to their Lot and on or near their residential dwelling.

**3.21 Flags.** No flags, banners, windsocks or similar items are permitted within the Ranch except for a standard American flag that is no larger than five (5) feet in length.

**3.22 Antenna; Satellite Dishes.** All exterior radio antenna, television antenna, satellite dishes or other such devices of any type will be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any such structure's side walls. All such devices will be screened by a fence, landscaping or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Ranch, except that screening will not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use thereof, or preclude the reception of an acceptable quality signal. No such device may be installed until after an Owner has received Committee approval for construction of residential Improvements on the Owner's Lot.

**3.23 Lights.** All exterior lights must comply with the Valley County Lighting Ordinance and any requirements established by the FAA, the City of McCall, or other jurisdiction having authority.

**3.24 Wood Burning Stoves, Fireplaces, and Open Campfires.** All Lots shall be limited to one (1) wood burning stove or fireplace located within the residential dwelling. No exterior open pit campfire shall be permitted within any Lot.

**3.25 No Further Subdivision.** No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

**3.26 Holiday Lights.** Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

**3.27 Trash.** Trash cans and other trash receptacles, including recycling cans and receptacles, will not be visible except between 5:00 AM and 8:00 PM on the day selected by the trash collector for trash and recycling pick-up.

#### **ARTICLE 4 FAA REGULATIONS AND COMPLIANCE**

**4.1 Notice and Compliance with Airport Conditions.** Each Owner is hereby notified that each Lot exists within designated FAA flight paths and controlled air space. As such, each Lot has a specific building height limit, and no improvements can be constructed on each Lot without prior approval from jurisdictions having authority. Each Owner must agree to abide by all FAA and City of McCall requirements relating to the operation of the McCall Municipal Airport.

**4.2 Form 7460-1 Required.** At least forty-five (45) days prior to any construction activities whatsoever, including the erection of any fence or other vertical structure, Owner must submit FAA Form 7460-1 to the FAA's Obstruction Evaluation Group. The most updated copy of Form 7460-1 can be obtained at <https://oeaaa.faa.gov>, and for reference purposes only, is attached hereto as Exhibit B.

**4.3 Soundproofing Required.** Each Owner must install soundproofing within their respective residential dwellings to mitigate against noise exposure from the McCall Municipal Airport and its associated flight paths. The FAA provides guidance for such soundproofing through its Airport Noise Compatibility Planning under 14 CFR Part 150.

**4.4 Lighting Requirements and Limitations.** Each Owner acknowledges that the City of McCall and the FAA may require certain obstruction lighting for improvements constructed on each Lot. Each Owner further acknowledges that certain lighting, including directional and upward facing lights are prohibited on each Lot.

**4.5 Avigation Easement.** The Ranch is subject to that certain Surface and Overhead Avigation Easement, a copy of which is attached hereto as Exhibit A.

#### **ARTICLE 5 ARCHITECTURAL REVIEW COMMITTEE**

**5.1 Creation.** The Board will appoint no less than three (3) and no more than five (5) individuals to serve on the Architectural Review Committee (the "Committee"). The Board has the exclusive right to appoint, remove and replace Committee members at any time with or without cause, and to fill vacancies on the Committee. If a vacancy on the Committee occurs and the Board has not yet



appointed a replacement, the remaining Committee members may appoint an acting member to serve until the Board appoints a replacement. A Committee member need not be an Owner.

**5.2 Design Requirements.** The Committee has the power and authority to adopt, amend and repeal such rules and regulations as the Committee deems reasonable and appropriate to ensure that all Improvements in the Ranch conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations (the "Design Requirements"). The Design Requirements may include rules and regulations: (a) to protect the special qualities of the Ranch; (b) to encourage creative design; (c) to provide general architectural, design and construction guidelines; (d) that provide landscape guidelines (including a description of existing, natural conditions and vegetation); (e) that provide submittal and review procedures; (f) establishing fees and charges for review; and (g) establishing penalties for noncompliance.

The Design Requirements shall include the necessary requirements to comply with all FAA and City of McCall restrictions relating to the City of McCall Municipal Airport. Among other things, the Design Rules shall set forth the maximum building height for each Lot and require that each residential dwelling include additional soundproofing to mitigate against the impact of airport noise.

The Design Requirements will be drafted to conform to this Declaration, and in the event of a conflict between the Design Requirements and this Declaration, this Declaration will govern. In the event that any provision of the Design Requirements are deemed ambiguous on any matter, the Committee's interpretation of such provision will be given deference so long as the interpretation is a permissible construction of such provision.

**5.3 Design Review Required.** No Owner will construct, reconstruct, alter, install or remove any Improvements except with the Committee's approval. The Committee will review, study and either approve or reject the proposed Improvements on the Ranch, all in compliance with the Declaration and the Design Requirements. Except as otherwise set forth herein, any action or decision made by a majority of the Committee will be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Ranch, or with respect to any other matter before it, will be conclusive and binding on all interested parties. The Committee will not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

**5.4 Landscaping.** Each Owner will install, maintain, repair, and replace landscaping on such Owner's Lot as required by the Design Requirements. The Owner will submit a landscaping plan to the Committee as part of any submittal for approval of a primary residential structure. The Owner will complete the landscaping in conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure. If installation of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred for a reasonable period of time in the discretion of the Committee (but will be completed no later than the next June 30th following occupancy). All Owners will install, maintain, repair, and replace a timer-controlled automated Irrigation System to service their respective Lots. No fences, hedges, or retaining walls will be installed or maintained on any Lot unless approved by the Committee. Each Owner shall take reasonable best efforts to implement wildfire prevention measures and to eradicate noxious weeds within such Owner's Lot.

**5.5 Fences.** Subject to the approval required by Section 5.3, each Owner shall be responsible for the construction, maintenance, and replacement of all fences desired on such Owner's property, and specific approval from the Committee shall be required prior to constructing any gate that opens to Common Area.

**5.6 Expenses.** All expenses of the Committee will be paid by the Association. The Committee will have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time-to-time, and such fees will be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation, including reasonable payment to each member of the Committee for their services as provided herein. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

**5.7 Variances.** The Committee may authorize variances from any of the Design Requirements when the Committee deems it desirable to address special circumstances, such as topography, natural obstructions, hardship, aesthetic considerations or other circumstances. The granting of a variance will not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with this Declaration or applicable law.

**5.8 Committee Approvals.** The Committee's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities or others. The Committee will not be responsible in any way for any defects or errors in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications.

**5.9 Immunity; Indemnification.** The Committee's members, agents and employees will be immune from liability and entitled to indemnification as set forth in Section 2.8 hereof.

## **ARTICLE 6 ASSESSMENTS**

**6.1 Covenant to Pay Assessments.** Each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Lot pursuant to the Ranch Documents. Assessments against a Lot will be a continuing lien on such Lot until paid, whether or not ownership of such Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. Such personal obligation will remain with such Owner regardless of whether such Owner remains the owner of the Lot. Delinquent Assessments related to a Lot will not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, will be a charge on the land and will be a continuing lien upon the Ranch against which each such Assessment or charge is made.

**6.2 Regular Assessments.** By default, Regular Assessments will be set at the rate of \$75.00 per month per lot and are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, duties or obligations under the Ranch Documents (collectively, the "Expenses"). The Board shall have the power to revise the amount of the Regular Assessments in accordance with Section 6.6. Without limiting the generality of the foregoing, the Expenses will include:

6.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

6.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.6;

6.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, irrigation, management and operation of the Common Area, Maintenance Property, and all Improvements located in other areas that are owned, managed or maintained by the Association; and

6.2.4 An amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve.

**6.3 Special Assessments.** If the Board determines that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for such calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed to meet the Expenses for such calendar year. Special Assessments will be levied and paid upon the same basis as Regular Assessments; provided, however, the Association will, in the Board's reasonable discretion, set the schedule under which such Special Assessment will be paid, which schedule may be different than Regular Assessments.

**6.4 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner (a) for any fines, fees or charges levied against the Owner under the Ranch Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Ranch Documents; (c) to reimburse the Association for any damages caused by an Owner or its tenants, occupants, guests, invitees and contractors to any Common Area, Maintenance Property, or Improvements owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Ranch Documents that benefit such Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

**6.5 Transfer Assessments.** Upon the transfer of fee simple title to a Lot to an Owner that intends on occupying the residential structure located on such Lot (either by itself or through a use agreement such as a lease, life estate, etc.), and upon each subsequent transfer of such Lot thereafter, the transferee will pay a transfer assessment to the Association in an amount of \$300, which amount can be revised by the Board from time to time (the "Transfer Assessment"). Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Transfer Assessments are to be used to pay for Expenses and are not be used for any purpose prohibited by law. Transfer Assessments are not be considered prepayment of any other type of Assessments, are in addition to the Owner's continuing obligation to pay all other types of Assessments, and are not refundable.

**6.6 Assessment Procedures.** Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Expenses on an annual basis (the "Budget"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by such Owner by the total number

of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Ranch Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to 5% of the delinquent amount; and (b) interest accrues on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion. Each Owner acknowledges and agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

#### **6.7 Assessment Liens.**

6.7.1 Creation. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to the Ranch Documents, together with interest thereon at the rate described in Section 6.6 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against such Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency will constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of such lien in full, the Association will prepare and record a release of such claim of lien.

6.7.2 Subordination to First Mortgages. Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, such lien will be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for (a) liens which, by law, would be superior thereto and (b) the lien of a first Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 6.7.2, the sale or transfer of any Lot will not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor will such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**6.8 Exemptions.** All Common Area and any Lots owned by the Association will be exempt from Assessments. Grantor will be exempt from Assessments as set forth in Section 10.3.

### **ARTICLE 7 RIGHTS TO COMMON AREAS**

**7.1 Use of Common Area.** Every Owner will have a right to use the Common Area as set forth in this Declaration subject to:

7.1.1 The Ranch Documents;



7.1.2 The right of the Association to suspend the right of an Owner to use the Common Area for any period during which any Assessment or charge against such Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Ranch Rules; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other party for such purposes and subject to such conditions as may be permitted by the Ranch Documents.

7.2 **Delegation of Right to Use.** An Owner may delegate its right to use the Common Area to the occupants of such Owner's Lot; provided, however, each Owner will be liable to the Association for any damage to any Common Area, Maintenance Property, or any other Improvements owned or maintained by the Association where such damage is sustained by reason of the negligence or willful misconduct of such Occupants. The cost of correcting such damage will be a Limited Assessment against the Lot.

7.3 **Association's Responsibility.** The Association will operate, maintain, repair, and replace the Common Area, Maintenance Property, and any other Improvements owned, managed, or maintained by the Association, so as to keep the same in good operating condition and repair, subject to and in accordance with the terms of this Declaration.

## **ARTICLE 8 EASEMENTS**

8.1 **Recorded Easements.** The Ranch will be subject to all easements shown on any easements that are established or of record, including easements set forth on the Plat.

8.2 **Easements of Encroachment.** There will be reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the unwillful placement or settling or shifting of the Improvements constructed, reconstructed or altered in accordance with the Ranch Documents. Easements of encroachment will be valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to the willful or bad faith acts of an Owner. If an Improvement is partially or totally destroyed, such Improvement may be repaired or rebuilt within such minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 8.2.

8.3 **Easements of Access.** There will be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, trees and landscaping.

8.4 **Improvements in Drainage, Irrigation, and Utility Easements.** No Owner will construct or alter any Improvements in any drainage, irrigation, or utility easement areas which would interfere with the easement being used for its intended purpose. Such Owners may install and maintain Improvements on such easement areas as permitted by the Ranch Documents so long as such Improvements are permitted by the terms of the easement and such Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement will incur any liability to such Owner for the damage or destruction of such Improvements.

8.5 **Easements Deemed Created.** All conveyances of Lots made after the date of the recording of the Declaration, whether by Grantor or otherwise, will be construed to grant and reserve the easements



contained in this Article 8 and elsewhere in this Declaration, even though no specific reference to such easements appear in the conveyance instrument.

**8.6 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies to enter upon the Ranch in the proper performance of their duties.

**8.7 Maintenance Easement.** A non-exclusive easement is hereby reserved to the Grantor and the Association upon, across, over, in, and under all portions of all Lots that are not improved with an occupied structure. Grantor and the Association may use the easement reserved herein as Grantor or the Association may deem necessary, appropriate, or convenient to perform any of their respective rights or obligations identified in the Ranch Documents, to perform their respective duties and functions to which they are obligated or permitted to perform pursuant to the Ranch Documents, and to make emergency repairs. Nothing herein relieves each Owner's obligation to maintain Improvements on such Owner's Lot.

**8.8 Grantor's Rights Incident to Construction.** Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Ranch and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements in the Ranch on those portions owned by Grantor or the Association; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

**8.9 Avigation Easement.** The Ranch is subject to that certain Surface and Overhead Avigation Easement, a copy of which is attached hereto as Exhibit A.

## **ARTICLE 9 RESOLUTION OF DISPUTES**

**9.1 Agreement to Avoid Litigation.** Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial and expeditious procedure for the resolution of disputes related to the Ranch Documents instead of costly, lengthy and unpredictable litigation. Accordingly, Grantor, the Association (including its officers, directors and committee members), each Owner and any party claiming a right or interest under the Ranch Documents (each, a "**Bound Party**") agree to encourage the efficient resolution of disputes within the Ranch without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Ranch Documents or the rights, obligations and duties of any Bound Party under the Ranch Documents ("**Claims**") will be subject to the provisions of Section 9.3 unless exempt under Section 9.2. All Claims will be subject to resolution pursuant to this Article 9 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

**9.2 Exemptions.** The following Claims will not be subject to this Article 9 unless all Bound Parties thereto agree to submit such Claim to these dispute resolution procedures:

**9.2.1** Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Ranch Documents;

**9.2.2** Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Ranch Documents;

9.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Ranch Documents;

9.2.4 Any Claim in which any indispensable party is not a Bound Party;

9.2.5 Any Claim against a Released Party that would be barred by Section 2.8;

9.2.6 Any Claim which otherwise would be barred by any applicable law (such as, for example, the applicable statute of limitations); and

9.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of Improvements within the Ranch, or the rights, obligations and duties of any Bound Party under such agreements, it being understood that applicable law and the provisions of such agreements will control the resolution of any claims or disputes related thereto.

### **9.3 Dispute Resolution.**

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

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

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

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

9.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator will be any independent real estate attorney or judge appointed by the Association. The arbitrator will set the rules of the arbitration. The arbitrator may,

in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator will endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator will endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties will bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof;

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

9.3.2.5 Elect to exempt the Claim from this Article 9, at which time the Bound Parties are free to exercise any right or remedy in accordance with applicable law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 9.

9.3.3 If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Article 9 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 9. In such event, the Bound Party taking action to enforce the resolution will be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## **ARTICLE 10 INITIAL DEVELOPMENT PERIOD**

**10.1 Ranch Management.** Each Owner recognizes that the Ranch will require a high level of knowledge, effort, judgment, diligence and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Ranch volunteers. Accordingly, each Owner agrees that it is in the best interest of the Ranch for Grantor to have full management authority for the Ranch during the Initial Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board and members of the Committee at any time and from time-to-time in Grantor's sole discretion.

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

10.2.1 Make modifications or Improvements on any Lot or the Common Area as Grantor deems appropriate;

10.2.2 Place or authorize signs of such size, design and number as Grantor deems appropriate for the initial development of the Ranch, including signs to identify the Ranch, display information pertaining to the Ranch, display information or instructions to builders, to advertise Lots and homes for sale (including sale events and open houses), and to advertise of Ranch elements or events;

10.2.3 Authorize any developer or contractor to use any Lot as a model home, sales office, construction office or construction storage yard;

10.2.4 Place or authorize portable or temporary structures upon any Lot or the Common Area; and

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

**10.3 Grantor's Exception from Assessments.** If Grantor owns any Lots during the first two (2) years following the date Assessments are first assessed against the Owners of Lots, Grantor will not be assessed any Regular Assessments or Special Assessments for any Lots owned by Grantor. If Grantor owns at least one (1) Lot during such period, Grantor will pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation will not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Grantor will be assessed Regular Assessments and Special Assessments for each Lot owned by Grantor.

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

## **ARTICLE 11 TERM**

The easements created hereunder are perpetual, subject only to extinguishment by the holders of such easements as provided by law. The remainder of this Declaration runs until December 31, 2049 and thereafter will be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 13.

## **ARTICLE 12 ANNEXATION AND DEANNEXATION**

Grantor may annex additional lands into the Ranch from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Ranch and subject to this Declaration (each a "Supplemental Declaration"). Such Supplemental Declaration may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Grantor may deem appropriate. Upon annexation, Owners within the annexed lands shall become Owners in the Ranch on equal footing with the then current Owners in the Ranch, and shall have the same rights, privileges and obligations (except as may otherwise be set forth in the annexing Supplemental Declaration). Grantor shall have the right to de-annex any property owned by Grantor from the Ranch upon Grantor's recordation of a Supplemental Declaration identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration. In order to be valid, all Supplemental Declarations must refer to this Declaration and be recorded in the real property records of Valley County, Idaho.



## **ARTICLE 13 AMENDMENTS**

**13.1 Amendment.** From and after the recordation of this Declaration until the expiration or earlier termination of the Initial Development Period, Grantor shall have the exclusive right to amend, or terminate, this Declaration by executing a written instrument setting forth such amendment, or termination, and the same shall be effective upon the recordation thereof with the Valley County Recorder's Office. After the expiration or earlier termination of the Initial Development Period, any amendment to this Declaration, or termination hereof, shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Valley County Recorder's Office.

**13.2 Effect of Amendment; Mortgagee Protection.** Any Supplemental Declaration or amendment or termination of this Declaration will be effective upon its recordation with the Valley County Recorder's Office and will be binding on and effective as to all Owners, whether or not such Owners voted for or consented to such Supplemental Declaration or amendment or termination. Any Supplemental Declaration or amendment to this Declaration may add to, delete, and/or otherwise change the covenants, conditions, restrictions, and easements applicable to the Ranch; provided, however, notwithstanding any other provision of this Declaration, no Supplemental Declaration or amendment will operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of such Supplemental Declaration or amendment, provided that after foreclosure of any such Mortgage, such Lot will remain subject to this Declaration as supplemented or amended.

**13.3 No Amendment of Required Provisions.** Unless the express written and recorded consent of the City of McCall and/or County of Valley has been obtained, this Declaration may not be amended or terminated with respect to the following: (a) any provision of this Declaration which has been required by the City of McCall and/or County of Valley in its approval of this Declaration, or which affects, recognizes, conveys, and/or confers upon the City of Boise any easement, right, or power; (b) any material provisions relating to easements, access, and/or the operation repair, maintenance, or replacement of Common Area, infrastructure, and/or public works systems; or (c) any dissolution or termination of the Association.

## **ARTICLE 14 NOTICES**

Any notices, invoices, consents, approvals or other communications required or permitted by this Declaration will be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner will be responsible for ensuring that the Association has such Owner's then current mailing address, physical address, electronic mail address and telephone numbers. Each Owner will be deemed to have received any notice when such notice is actually received by such Owner (regardless of the method of delivery) or when such notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail will not be deemed received until three (3) business after posting. The Association will provide the notice addresses of all Owners to Grantor or any other Owner promptly upon request.

## **ARTICLE 15 MISCELLANEOUS**



**15.1 Interpretation.** This Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Ranch. As used herein, the word "including" will be deemed to be followed by "but not limited to" unless otherwise indicated. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not affect that which is set forth in any of the provisions hereof. As used herein the terms "shall," "will," and "must" may be used interchangeably and are mandatory, while the term "may" is permissive. *In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation such provision will be given deference so long as the interpretation is a permissible construction of such provision.*

**15.2 Governing Law.** This Declaration will be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration will be filed exclusively in the state courts situated in Valley County, Idaho.

**15.3 Severability.** Each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein.

**15.4 Entire Agreement.** This Declaration and the documents referenced herein constitute the sole agreement of Grantor and the Owners with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

**15.5 No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Grantor, the Association and the Owners and not for the benefit of any third party.

**15.6 No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration will in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association will operate as a waiver thereof, nor will any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

**15.7 Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Ranch, or to comply with any provision of the Ranch Documents, is hereby declared a nuisance and gives rise to a cause of action in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party will be entitled to recover any costs and attorneys' fees reasonably incurred therein.

**15.8 Consents and Approvals.** Subject to Grantor's rights as the Class B Member (sole voting Member) during the Initial Development Period, any consents or approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition or delay its consent or approval of any matter requested by Grantor, the Association, the Committee or another Owner.

**15.9 Recitals and Exhibits.** All recitals and exhibits to this Declaration are true, correct, material, and are hereby incorporated as if set forth herein in full.

*[ end of text; signature page follows ]*

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

**GRANTOR:**

GFL Holdings LLC, an Idaho limited liability company

By: \_\_\_\_\_  
Aaron Cramblet, Member

STATE OF IDAHO                    )  
  ) ss.  
County of Valley                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared **Aaron Cramblet**, known or identified to me to be a **Member of GFL Holdings LLC**, an Idaho limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**SURFACE AND OVERHEAD AVIGATION EASEMENT**

[To be attached hereto]

## EXHIBIT B

### FAA FORM 7460-1

Available at <https://www.faa.gov/forms/index.cfm/go/document.information/documentid/186273>

#### NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

##### § 77.7 Form and time of notice.

(a) If you are required to file notice under § 77.9, you must submit to the FAA a completed FAA Form 7460-1, Notice of Proposed Construction or Alteration. FAA Form 7460-1 is available at FAA regional offices and on the Internet.

(b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.

(c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.

(d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.

(e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460-1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

##### § 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177  
Fax: (817) 222-5920

Website: <https://oeeaa.faa.gov>



## INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enter the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. DO NOT LEAVE BLANK.

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference." DO NOT LEAVE BLANK. NOTE: High intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held GPS instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datum may be used. It is important to know which datum is used. DO NOT LEAVE BLANK.

ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 173' rounds to 17', 176' rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.

ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 173' rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-888-275-8747 or via internet at <http://store.usgs.gov/>. If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation's and zoning authorities.

Paperwork Reduction Act Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failing to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless this collection displays a currently valid OMB Control Number. The OMB control number for this information collection is 3125-0031. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are mandatory for anyone proposing construction or alteration that meets the criteria contained in 14 CFR 77. This information is collected to evaluate the effect of proposed construction or other action on or adjacent to and is not confidential. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Information Collection Clearance Officer, Federal Aviation Administration, 2025 Wilson Parkway, Fort Worth, TX 76177-1138.





Recording Requested By and  
When Recorded Return to:

GFL Holdings LLC  
Attn: Natalie R. Cramblet  
P.O. Box 2554  
McCall, ID 83638-2554

For Recording Purposes Do  
Not Write Above This Line

**DECLARATION OF INSTALLATION OF UTILITIES  
FOR 360° RANCH  
VALLEY COUNTY IDAHO**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by GFL Holdings LLC, owner of the subdivision known as 360° Ranch.

**WHEREAS**, GFL Holdings LLC, did on this \_\_\_\_ day of \_\_\_\_\_, 2022, record in the Office of the Recorder of Valley County, Idaho, in Plat Book \_\_\_\_ on page \_\_\_\_, as Instrument No. \_\_\_\_\_, records of Valley County, Idaho, a subdivision plat of real property located in a portion of the W1/2 of Section 28, T.18N., R3E., B.M., Valley County, Idaho;

**WHEREAS**, GFL Holdings LLC, is the owner of the real property described as 360° Ranch and is the Declarant herein:

**NOW THEREFORE**, GFL Holdings LLC hereby states and declares as follows:

1. **Power.** Electrical power is being supplied to 360° Ranch by the Idaho Power Company, which is responsible for the design and construction of the 360° Ranch power distribution system. Construction is completed.

2. **Telephone.** The telecommunications system is being supplied to 360° Ranch by Sparklight, which is responsible for the design and construction of the 360° Ranch telecommunications system. Construction is completed.

3. **Communications Conduit.** A conduit for the installation of telecommunication systems is being supplied to 360° Ranch by the Idaho Power Company, which is responsible for the design and construction of the 360° Ranch conduit system. Construction is completed.

4. **Fire Suppression System.** A water storage tank has been buried for the storage for water to be utilized for fire suppression needs by the McCall Fire Department, which has advised GFL Holdings LLC in the design and construction of the 360° Ranch water storage tank. GFL Holdings LLC is responsible for the design and construction of the 360° Ranch water storage tank. Construction is completed.

5. **Responsibility for Construction.** Responsibility for the costs of construction of the aforesaid utilities rests with GFL Holdings LLC. VALLEY COUNTY HAS NO

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

IN WITNESS WHEREOF, the undersigned being the owner of said 360° Ranch has executed this DECLARATION the day and year first above written.

**GFL HOLDINGS LLC:**

By: \_\_\_\_\_  
Natalie R. Cramblet – Secretary/Treasurer

By: \_\_\_\_\_  
Aaron Cramblet - Chairman

STATE OF \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Natalie R. Cramblet known to me 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 as a governor on behalf of GFL Holdings LLC.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Cramblet known to me 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 as a governor on behalf of GFL Holdings LLC.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Recording Requested By and  
When Recorded Return to:

GFL Holdings LLC  
Attn: Natalie R. Cramblet  
P.O. Box 2554  
McCall, ID 83638-2554

For Recording Purposes Do  
Not Write Above This Line

**DECLARATION OF PRIVATE ROAD FOR  
360° RANCH  
VALLEY COUNTY IDAHO**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by GFL Holdings LLC, owner of the subdivision known as 360° Ranch.

**WHEREAS**, GFL Holdings LLC, did on this \_\_\_\_ day of \_\_\_\_\_, 2022, record in the Office of the Recorder of Valley County, Idaho, in Plat Book \_\_\_\_ on page \_\_\_\_, as Instrument No. \_\_\_\_\_, records of Valley County, Idaho, a subdivision plat of real property located in a portion of the W1/2 of Section 28, T.18N., R3E., B.M., Valley County, Idaho;

**WHEREAS**, GFL Holdings LLC, is the owner of the real property described as 360° Ranch and is the Declarant herein:

**NOW THEREFORE**, GFL Holdings LLC hereby declares that **Compass Lane** shown and described by said plat of 360° Ranch, which has been fully constructed to a private road standard as of the date of this **DECLARATION**, shall be private and remain private property of the 360 Ranch Property Owners Association, Inc. until otherwise dedicated by said Association.

**VALLEY COUNTY** or any other entity shall not have any obligation whatsoever for the construction and/or maintenance of said road shown on said plat. The total responsibility for construction and maintenance of said road shall be incumbent upon GFL Holdings LLC, and the 360 Ranch Property Owners Association, Inc.

**IN WITNESS WHEREOF**, the undersigned being the owner of said 360° Ranch has executed this **DECLARATION** the day and year first above written.

**GFL HOLDINGS LLC:**

By: \_\_\_\_\_  
Natalie R. Cramblet – Secretary/Treasurer

By: \_\_\_\_\_  
Aaron Cramblet - Chairman

STATE OF \_\_\_\_\_ )  
 : ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Natalie R. Cramblet known to me 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 as a governor on behalf of GFL Holdings LLC.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 : ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Cramblet known to me 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 as a governor on behalf of GFL Holdings LLC.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_