

Valley County Planning and Zoning

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STAFF REPORT: P.U.D. 98-1 Tamarack Resort
C.U.P. 21-36 Blue Mountain Amended - Preliminary Plat

HEARING DATE: January 24, 2022

TO: Board of County Commissioners

STAFF: Cynda Herrick, AICP, CFM
Planning and Zoning Director

APPLICANT: Scott Turlington
311 Village Drive PMB 5026
Tamarack, ID 83615

REPRESENTATIVE: Christopher Kirk
Tamarack Two LLC
311 Village Drive, PMB 316
Tamarack, ID 83615

OWNER: Idaho Pacific Investments LLC
199 N Capitol BLVD STE 200
Boise ID 83702

ENGINEER: Justin Leraris
SPF Engineering
300 East Mallard DR, Suite 350
Boise, ID 83700

SURVEYOR: Dunn Land Surveys
25 Coyote Trail
Cascade, ID 83611

LOCATION: Tamarack Resort Planned Unit Development; a portion of the Blue Mountain Subdivision in Section 5, T.15N, R.3E, Boise Meridian, Valley County, Idaho.

SIZE: 13 acres

REQUEST: Amend a portion of Blue Mountain Subdivision within the Tamarack Resort P.U.D. boundary.

EXISTING LAND USE: Bare Land

Tamarack Resort Two (applicant) and Idaho Pacific Investments, LLC (owner) are requesting a conditional use permit to amend a portion of Blue Mountain Subdivision within the Tamarack Resort P.U.D. boundary. This would necessitate a hearing with both the Planning and Zoning Commission and Board of County Commissioners.

The plat includes eight single-family lots on approximately 13 acres within the southern portion

of the Osprey Meadows Golf Course on an unvacated Blue Mountain Subdivision Plat. This site was originally designated as part of the Golf Course area. Lots range in size from 1.04 acres to 1.85 acres. The site would be served by individual wells and septic systems until additional sewer and water infrastructure is constructed. Northlake Recreational Sewer and Water sewer lines are approximately 2,000 feet in a straight trajectory from the southern most lot of Tamarack Resort (TAMARACK RESORT P.U.D. PHASE 1 LOT 96 BLOCK 5).

Lots will be accessed from West Mountain Road onto paved private roads through an existing easement across land managed by the US Department of Interior as well as a small section of land owned by Tamarack Resort Two. The construction of roads and utilities is expected during 2024. In the future, when the Heritage area is developed within the Tamarack PUD, the access will be changed to the internal road system.

The lots, setbacks, roadways, and rights-of-ways will be developed to the Tamarack Resort standards set forth in the Design Guidelines. Small portions of the golf fairways will be modified to accommodate the lots, roadways, and golfing considerations.

The owners would like to change the name of the proposed subdivision; a final choice has not been selected at this time.

Blue Mountain Subdivision was recorded at Book 7, Page 43, Instrument # 106226, on June 2, 1980. The original Blue Mountain Subdivision plat with the Idaho Pacific Investments LLC ownership overlay is attached. The proposed subdivision plat is within the IPI LLC total holdings of approximately 42 acres.

FINDINGS:

1. The Planning and Zoning Commission recommended approval on December 9, 2021, at a properly noticed public hearing.
2. Legal notice for the current public hearing was posted in the *Star News* on Dec. 30, 2021, and Jan. 6, 2022. Potentially affected agencies were notified on December 22, 2021. Neighbors within 300 feet of the property line were notified by fact sheet sent Dec. 22, 2021. The site was posted on Jan. 12, 2022. The notice fact sheet was posted online at www.co.valley.id.us on Dec. 22, 2021.

3. Agency comment received:

Jess Ellis, Donnelly Fire Department Fire Marshall, listed requirements. In addition, "NO PARKING – FIRE LANE" signs shall be posted on both sides of fire apparatus access roads for all subdivisions within Tamarack Resort. (Nov. 14, 2021; Dec. 2, 2021)

Central District Health requires an application, test holes, ground water monitoring, and an engineering report. (Nov. 15, 2021 and Dec. 22, 2021)

Kelly Copperi, Valley County Sheriff's Office, and Laurie Frederick, Valley County Cadastral Specialist, have no issues with three proposed subdivision names. (Nov. 3, 2021 and 4, 2021)

Travis Pryor, North Lake Recreational Sewer and Water District [NLRSWD] Manager, stated that the property is located within NLRSWD which was formed to provide centralized sewer to improve public health and water quality in Cascade Reservoir. This property should be served by a connection to NLRSWD; further degradation of water quality in the reservoir may

occur if septic systems are permitted in this development. (Jan. 10, 2022)

Jeff McFadden, Road Department Director, has no comments. (Dec. 1, 2021)

Idaho Department of Environmental Quality (DEQ) provided general comments on air quality, wastewater, drinking water, surface water, hazardous waste, and ground water contamination. (Dec. 30, 2021)

4. Neighbor comment received: none
5. Physical characteristics of the site: Rolling; Scattered Timber
6. The surrounding land use and zoning includes:
 - North: Tamarack Resort, State of Idaho land (ID Dept. of Environmental Quality)
 - South: Tamarack Resort PUD – unplatted area and golf course
 - East: U.S. Bureau of Reclamation, Tamarack Resort PUD golf course
 - West: State of Idaho DEQ and Tamarack Resort PUD – unplatted area and golf course
7. Valley County Code (Title 9): In Table 9-3-1, this proposal is categorized under:
 - 2. Residential Uses (h) Planned Unit Development
 - 2. Residential Uses (c) Subdivision for single-family residence
8. PUD 98-1 Tamarack Resort, a Planned Unit Development as approved by CUP 02-04 and 02-05, as amended in the following list and as originally approved:
 - Original WestRock CUP Components Grading, Drainage, Road, Utilities and Related Facilities drawings (attached)
 - Facilities Program Summary (original)
9. Valley County Code (Title 10): Subdivision Regulations. This title should be reviewed for determination of technical issues of the plat.

Standards are allowed to be relaxed as part of the planned unit development:

- Valley County requires a 70-ft right-of-way width; however, this is a planned unit development, which previously had a reduction in width of right-of-way approved for the internal private roads; original PUD allowed 50-ft rights-of-way.
- The PUD also allows lots to have no frontage on a platted road (Valley County Code 9-5C-2C).

9-5H-8: ISSUANCE OF CONDITIONAL USE PERMIT:

- B. Issuance Of Permit; Form: Upon recommendation of the commission, the administrator or staff shall issue a conditional use permit on forms prescribed by the commission.
 5. When the commission's decision is subject to board approval, as for planned unit developments, the conditional use permit will not be issued until after the board's decision.

[**Staff Comment:** This is an amendment from the original PUD approval, so this particular conditional use permit within the Tamarack Resort Planned Unit Development is being reviewed by the Planning and Zoning Commission and approved/denied by the Board of County Commissioners.]

10-4-4: STREETS:

- A. Conformance With Adopted Standards And Policies: The classification, ownership, design and location of all streets shall conform to adopted standards and policies, and shall be considered in their relation to existing and planned streets, topographic conditions, to public convenience or safety, and in their appropriate relation to the projected traffic demand of the land to be served by such streets.
- F. Street Layout: Street layout shall provide for reasonable development of adjoining areas and the entire neighborhood, and shall provide for the following:
6. Cul-de-sac streets, designed to be so permanently, shall not be longer than nine hundred feet (900') unless specifically approved by the commission and board and shall be provided with a turnaround with a right of way radius of at least sixty feet (60').

10-5-1: STREET AND UTILITY IMPROVEMENTS:

- C. Private Road Declaration: In the event that private roads, streets and ways are shown on a subdivision plat, the width of the right of way must meet specifications set forth in road and street specifications adopted by the board of county commissioners. A private road declaration shall be recorded and state that the county will have no responsibility for the installation or maintenance of the private roads, shall describe who is responsible for maintenance of the private roads, and describe the construction schedule for the private roads. Construction of private roads shall be the responsibility of the subdivider and shall be constructed to the minimum standards as set forth in the road and street specifications for private roads adopted by the county.
- D. Declaration Of Installation Of Utilities: A declaration of installation of utilities shall also be recorded. The declaration shall describe the utilities that will be placed by the subdivider, verify when the utilities will be installed and state that Valley County will have no responsibility for the installation or maintenance of utilities. If all utilities are not installed prior to recordation of the plat, a note shall be placed on the face of the plat that states: "Utilities have not been installed at the time of recordation of this plat".

SUMMARY:

No compatibility rating has been done. It was previously done as part of the overall Planned Unit Development.

STAFF COMMENTS:

The Board should be aware that the original Planned Unit Development approved documents included a provision for flexibility in Section I – Application Overview. It reserved the right to modify the Facilities Plan in a number of ways; provided for preliminary and final platting in future phases; and stated the modifications do not materially change any component of the prior approvals, as listed. (attached)

In the future if there is a material change the Planned Unit Development would need to be formally amended and process through the Planning and Zoning Commission along with the Board of County Commission as per 9-5H-8.5.

The original approved application is available for review in the Planning and Zoning office.

Attached Idaho Code 42-3212(L) for review as it pertains to whether or not sewer lines are required to be extended. Of course, it is a decision of the Board as to whether they will require sewer lines be extended or if septic systems are adequate until the Heritage phase is completed.

Attached is the original Capital Contribution Agreement, payments that we could find from 2002 forward, 2007 Roadway Capital Improvements, participants in the Roadway Capital Improvements, and example of neighboring Road Development Agreement.

ATTACHMENTS:

- Conditions of Approval
- Planning and Zoning Commission Facts and Conclusions
- Planning and Zoning Commission Meeting Minutes
- Applicant Narrative with Application
- Vicinity Map
- Assessors Plat – T.15N R.3E Section 8
- Assessors Plat – Blue Mountain Subdivision
- Preliminary Site Plan with Topography
- Approved PUD 98-01 Preliminary Plat Page 1
- Approved PUD 98-01 Preliminary Plat Page 3
- Approved PUD 98-01 Appendix B Components Drawings – Sheet 5
- Resort Facilities Phasing Plan, Feb. 12, 2002
- PUD Flexibility - Amendments
- Wildfire Prevention and Protection Plan
- Pictures of Entrance Road from West Mountain Road – Nov. 17, 2021, and Dec. 21, 2021
- Idaho Statute 42-3212(L)
- Responses
- Capital Contribution Agreement Packet

Conditions of Approval

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The final plat for shall be recorded by December 31, 2025, or this permit will be null and void.
4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
5. Must comply with all requirements previously approved as P.U.D 98-01 Tamarack Resort and any subsequent amendments.
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
7. Prior to final plat, the applicant's engineer shall certify that the roads have been built to

approved standards or be financially guaranteed.

8. Must bury conduit for fiber optics with utilities.
9. Applicant's engineer shall confirm all utilities were placed according to the approved plans.
10. A private road declaration is required to confirm that the road will be maintained by the Tamarack Municipal Association.
11. A letter of approval is required from Donnelly Fire District prior to recording the final plat. This approval does not include the requirement that signs be placed on both sides of all roads.
12. Shall work with Southern Idaho Timber Protection Association along with the Donnelly Rural Fire Protection Association to implement the Wildfire Prevention and Protection Plan and amend as agreed.
13. CCR's should address, lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.
14. All lighting must comply with the Valley County Lighting Ordinance.
15. Shall place addressing numbers at each residence and at the driveway entrance if the house numbers are not visible from the road.
16. Must have approval from Central District Health.
17. 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."
18. Recordation of the final plat will effectively vacate that portion of the Blue Mountain Subdivision as recorded at Book 9, Page 43 on June 2, 1980.
19. Shall confirm with the Board of County Commissioners that Tamarack Resort is in compliance with the Capital Contribution Agreement.

END OF STAFF REPORT

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

SUBJECT: Conditional Use Permit No 21-36
Blue Mountain Amended Subdivision

INTRODUCTION

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

Scott Turlington, President of Tamarack Resort, represented Tamarack Resort Two and Idaho Pacific Investments, LLC, applicants, and was requesting approval for an eight lot subdivision that contains 13 acres within the Tamarack Resort Planned Unit Development and a portion of the Blue Mountain Subdivision in Section 5, T.15N, R.3E, Boise Meridian, Valley County, Idaho.

FINDINGS OF FACT

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

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

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

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

CONCLUSIONS

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

1. That the proposed use is in harmony with the general purpose of Valley County ordinances and policies and will not be otherwise detrimental to the public health, safety, and welfare.
2. That the proposed use is consistent with the Valley County Comprehensive Plan.
3. Valley County has one mixed use zone that promotes mitigation of potential impacts.
4. The proposed use is compatible with surrounding land uses.
5. The addition of the homes and the re-opening of the golf course will have a positive impact.

ORDER

The Valley County Planning and Zoning Commission, pursuant to the aforementioned, orders that the application of Tamarack Resort Two LLC and Idaho Pacific Investments LLC, for Conditional Use Permit No. 21-36 Tamarack Resort PUD – Blue Mountain Subdivision Amended, as described in the application, staff report, correspondence, and minutes of the meetings be approved.

Special conditions applied to the proposed use are:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The final plat for shall be recorded by December 31, 2025, or this permit will be null and void.
4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.

5. Must comply with all requirements previously approved as P.U.D 98-01 Tamarack Resort and any subsequent amendments.
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
7. Prior to final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed.
8. Must bury conduit for fiber optics with utilities.
9. Applicant's engineer shall confirm all utilities were placed according to the approved plans.
10. A private road declaration is required to confirm that the road will be maintained by the Tamarack Municipal Association.
11. A letter of approval is required from Donnelly Fire District prior to recording the final plat.
12. Shall work with Southern Idaho Timber Protection Association along with the Donnelly Rural Fire Protection Association to implement the Wildfire Prevention and Protection Plan and amend as agreed.
13. CCR's should address, lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.
14. All lighting must comply with the Valley County Lighting Ordinance.
15. Shall place addressing numbers at each residence and at the driveway entrance if the house numbers are not visible from the road.
16. Must have approval from Central District Health.
17. 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."
18. Recordation of the final plat will effectively vacate that portion of the Blue Mountain Subdivision as recorded at Book 9, Page 43 on June 2, 1980.
19. Shall work with the Road Department Director and Valley County Commissioners on continued involvement with road development agreement.

NOTICE OF FINAL ACTION AND RIGHT TO REGULATORY TAKING ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code §67-8003, an owner of real property that is the subject of an administrative or regulatory action may request a regulatory

taking analysis. Such request must be in writing and must be filed with the Valley County Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

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

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

END FACTS AND CONCLUSIONS


Valley County
Planning and Zoning Commission, Chairman

Date: 1-13-2022

Valley County Planning and Zoning Commission

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



Phone: 208-382-7115
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, Chairman
Neal Thompson, Vice-Chair

Brian Benton, Commissioner
Katlin Caldwell, Commissioner
Scott Freeman, Commissioner

MINUTES

Valley County Planning and Zoning Commission
December 9, 2021

Valley County Court House - Cascade, Idaho
PUBLIC HEARING - 6:00 p.m.

- A. **OPEN:** Meeting called to order at 6:00 p.m. by Acting Chairman Thompson. A quorum exists.
- | | |
|-------------------------------------|---------|
| PZ Director – Cynda Herrick: | Present |
| PZ Commissioner – Brian Benton: | Excused |
| PZ Commissioner – Katlin Caldwell | Present |
| PZ Commissioner – Scott Freeman: | Present |
| PZ Commissioner – Neal Thompson: | Present |
| PZ Assistant Planner – Lori Hunter: | Present |

- B. **MINUTES:** Commissioner Caldwell moved to approve the minutes of November 10, 2021. Commissioner Freeman seconded the motion. Motion carried unanimously.

C. OLD BUSINESS:

1. **C.U.P. 21-03 Tamarack Resort P.U.D. Phase 3.1 Aspen Glade Subdivision – Final Plat:** Tamarack Resort Two 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 plat includes 18 single-family residential lots, a new private road, a shared driveway, and open space lots. The 16.6-acre site is in the NE ¼ Section 5, T.15N, R.3E, B.M., Valley County, Idaho. Action Item. [Not a public hearing.]

Acting Chairman Thompson introduced the item and stated this is not a public hearing. Acting Chairman Thompson asked if there was any *ex parte* contact or conflict of interest. Commissioner Caldwell recused herself from participating in deliberations and this decision due possible conflict of interest caused by a family member's contract with the applicant.

Acting Chairman Thompson asked for the staff report. Director Herrick presented the report, displayed the site and GIS map on the projector screen, and summarized the following exhibit:

- **Exhibit 1** – Letter and email correspondence from Donnelly Rural Fire Protection District. "No Parking – Fire Lane" signs shall be posted on both side of fire apparatus access roads in Tamarack Resort. (December 2021)

CV42-21-00166 Petition for Judicial Review affects this proposed subdivision. A stay and suspension has been signed by the judge. The Commissioners may make a recommendation to approve the final plat at this time. However, the plat will not go to Board of County Commissioners for final plat approval and recording until after the court case has been dismissed by the judge.

Commissioner Freeman moved to approve the final plat of C.U.P. 21-03 after CV42-21-00166 Petition for Judicial Review has been dismissed by the judge and authorize the Chairman to sign the plat. Commissioner Thompson seconded. Motion carried unanimously

Staff clarified the existing parcel and proposed lots. The plat does include a road right-of-way dedication as required by Valley County Code.

Acting Chairman Thompson asked for the applicant's presentation.

Nerida Jones, McCall, is representing Vicki Bowman, her mother. This project will result in an affordable lot for a local family; a purchase agreement is already in place. The ownership issue on the plat will be addressed.

Staff clarified this is a preliminary and final plat request. The applicant should contact the Valley County Road Director (Conditional of Approval # 10).

Acting Chairman Thompson asked for proponents. There were none.

Acting Chairman Thompson asked for undecided. There were none.

Acting Chairman Thompson asked for opponents. There were none.

Acting Chairman Thompson closed the public hearing. The Commissioners deliberated. This is a good subdivision with minimal impacts. The application is complete.

Commissioner Caldwell moved to approve preliminary and final plat of C.U.P 21-35 with the stated conditions and authorize the chairman to sign. Commissioner Freeman seconded the motion. Motion carried unanimously.

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

Short recess

7:20 p.m.

4. C.U.P. 21-36 Tamarack Resort P.U.D. – Blue Mountain Subdivision Amended –

Preliminary Plat: Tamarack Resort Two is requesting a conditional use permit to amend a portion of Blue Mountain Subdivision within the Tamarack Resort P.U.D. boundary. The plat would include eight single-family lots. Lots will be accessed from paved private roads onto an existing easement to West Mountain Road. The site would be served by individual wells and septic systems until additional sewer and water infrastructure is constructed. The 13-acre site is in Section 5, T.15N, R.3E, B.M., Valley County, Idaho. Action Item.

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

Acting Chairman Thompson asked for the Staff Report. Director Herrick presented the staff report and displayed the site and GIS map on the projector screen. Blue Mountain Subdivision was platted in 1980 but never developed. Approval of this subdivision plat would vacate that portion of the existing plat. Unlike the northern portion of Tamarack Resort, the southern portion was not preliminarily platted. This area was included in the original concept plan.

Acting Chairman Thompson asked for the applicant's presentation.

Scott Turlington, President of Tamarack Resort, stated there will be no substantial impact to the golf course; a few things will be moved as the golf course is re-established. The new homes will be along the fairways.

Acting Chairman Thompson asked for proponents.

T.J. Angstman, Donnelly, represents IPI, the current owner of the property. These will be the largest residential lots in Tamarack Resort. He is excited to get the golf course open once again.

Acting Chairman Thompson asked for undecided. There were none.
Acting Chairman Thompson asked for opponents. There were none.

Acting Chairman Thompson closed the public hearing. The Commission deliberated. The site was discussed. The addition of the homes and the re-opening of the golf course will have a positive impact.

Commissioner Freeman moved to recommend the Valley County Board of County Commissioners approve C.U.P. 21-03 and preliminary plat with the stated conditions.

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

7:40 p.m.

5. C.U.P. 21-37 Tamarack Resort P.U.D. – Ponderosa Ridge Chalet Lots – Preliminary Plat:
Tamarack Resort Two is requesting a conditional use permit to amend part of Block 19 Phase 1 Village and Phase 2 Village within the Tamarack Resort P.U.D. boundary. The plat would include 15 “Chalet Lots” and open space, utility, and recreational easement areas. Lots would be accessed from private roads onto Village Drive. The site is served by Northlake Recreational Water and Sewer District and Tamarack Municipal Water System. The 8.8-acre site is in N½ Section 5, T.15N, R.3E, B.M., Valley County, Idaho. Action Item.

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

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

Acting Chairman Thompson asked for the applicant’s presentation.

Chris Kirk, planning consultant for Tamarack Resort, said the staff report was really complete. The P.U.D. allows a total of 2043 dwelling units. The current number of dwelling units, including this application, will be 578 including all single-family residential lots and condominiums, just over a quarter of the allowed dwelling units. The P.U.D. allows 278,000-sqft of commercial space; approximately 50,000-sqft has been built. The Village is a work in progress; the residential area and commercial areas will be mostly finished by the end of summer 2022. The golf course is expected to be open in 2 to 2.5 years.

Acting Chairman Thompson asked for proponents. There were none.
Acting Chairman Thompson asked for undecided. There were none.
Acting Chairman Thompson asked for opponents. There were none.

Acting Chairman Thompson closed the public hearing. The Commission deliberated. The application and staff report are thorough. Traffic considerations for West Mountain Road would be discussed between the V.C. Road Department, County Commissioners, and applicant.

Acting Chairman Thompson reopened public hearing for new information on future plans.

October 25, 2021

Christopher Kirk
Planning Consultant for
Tamarack Resort Two, LLC (TRT)
9171 South Dixie Highway
Pinecrest, FL 33156-2907

Valley County Planning and Zoning Commission
Cynda Herrick, AICP, CFM, Planning & Zoning Administrator of Valley County
219 North Main Street
P.O. Box 1350
Cascade, Idaho 83611

Subject: Preliminary Plat for an amended Blue Mountain Subdivision within the Tamarack Resort PUD

Dear Planning and Zoning Commission, Ms. Herrick,

This letter serves as a cover for the Preliminary Plat application for the IPI / amended Blue Mountain Subdivision within the Tamarack Resort PUD.

This preliminary plat application proposes to develop 8 single family lots on 12.84 acres within the southern parcel of the Osprey Meadows Golf Course on an unvacated Blue Mountain Subdivision Plat within existing fairways 9, 10, 11, 12 and a corner of 13. This preliminary plat is with and will be severed from the 206.1 acre Osprey Meadows Golf Course parcel, otherwise indicated as Block 20

This plan is a result of cooperative efforts between Tamarack Resort Two, LLC (TRT) and Idaho Pacific Investments (IPI) to have TRT take ownership of fifteen (15) holes of the Osprey Meadows Golf Course from IPI and to provide IPI development opportunities by amending an unvacated Blue Mountain Subdivision plat within the golf course parcel boundaries through the development and sale of the eight (8) proposed lots.

TRT will lead the entitlement process to amend the existing plat as part of the Tamarack Resort PUD and CUP. The lots, setbacks, roadways and roadway right of ways will be developed to the Tamarack standards set forth in the Design Guidelines. TRT will be modifying small portions the golf fairways to accommodate the lots and roadways to address playability, aesthetic and safety considerations

IPI will be responsible for constructing the roadways, bridges (if any), and installing the required infrastructure. The infrastructure will include installing water and sewer lines suitable to tie into the future water and sewer services planned for future Tamarack development.

The subdivision will be subject to the Tamarack CC&R's, General Declarations, Supplemental Declarations and the established Tamarack Design Guideline Standards.

The eight (8) lots will meet the minimum of 1 acre requirement for individual wells and septic with most lots substantially larger. The intent is for the individual wells and septic systems be developed on the lots for the short term, with the long term intent to have each lot tie into the future Tamarack provided infrastructure when the southernmost portion (Heritage) of Tamarack develops. When that time arrives, Tamarack will be developing new wells and sewer infrastructure improvements to tie into the existing North Lake Water and Sewer District infrastructure and extending power and IT infrastructure from the Resort and existing utilities along West Mountain Road.

For the short term, the eight (8) lots will be accessed off of West Mountain Road through an existing easement across US Department of Interior land as well as a small section of land currently owned by TRT. As Tamarack develops the Heritage portion of the Resort, this subdivision will be accessed through the Resort along the roadway easement indicated on the NW corner of the plat. The West Mountain Road access will then be for controlled access only.

IPI will provide paved street and utilities per Resort standards to each lot and will be responsible for the improvements and sale of the eight (8) individual lots or homes. All construction will be in accordance with the Resort Design Guidelines and Covenants.

IPI intends to complete the construction of the roads and utilities during the summer of 2024 and commence building homes after final plat approvals.

Valley County Planning & Zoning Department

219 N. Main
PO Box 1350
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www.co.valley.id.us
Phone 208-382-7115
Fax 208-382-7119



C.U.P. & Preliminary Plat Application

BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT	
FILE # <u>CUP 21-36 PUD 98-1</u>	<input checked="" type="checkbox"/> Check # <u>7759</u> or <input type="checkbox"/> Cash
APPROVED BY _____	FEE \$ <u>400 (PPlat)</u>
	DEPOSIT <u>1000.00</u>
	<u>10/25/2021</u>
<input type="checkbox"/> ADMINISTRATIVE PLAT	
<input type="checkbox"/> SHORT PLAT	
<input checked="" type="checkbox"/> FULL PLAT	

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

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

- ❖ A preliminary plat containing all of the necessary requirements according to the Valley County Subdivision Regulations.
- ❖ A phasing plan and construction timeline.
- ❖ One 8½ x 11" – 300 scale drawing of the proposed subdivision showing only the street names and lots.
- ❖ A plot plan, drawn to scale, showing existing utilities, streets, easements, ditches, and buildings.
- ❖ A landscaping plan, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list, indicating the size, quantity, location, and name (both botanical and common) of all plant material to be used.
- ❖ A site grading plan clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- ❖ A lighting plan.
- ❖ A Wildfire Mitigation Plan.
- ❖ Names and addresses of property owners within 300 feet of the property lines. Information can be obtained through the Assessor's Office. Only one list is required.

Ten (10) copies of the application and additional materials are required.

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

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

PROPOSED SUBDIVISION NAME Amended Blue Mountain Subdivision

APPLICANT Scott Turlington

Owner ☐

Option Holder ☐

Contract Holder ☐

PHONE 208.724.3190

APPLICANT'S SIGNATURE Scott Turlington

DATE 10/25/21

APPLICANT'S MAILING ADDRESS 311 Village Drive, Tamarack, Idaho 83615

OWNER Idaho Pacific Investments, LLC PHONE – 208.384.8588

OWNER'S MAILING ADDRESS 199 N. Capital Blvd, Suite 200, Boise, ID 83702

Nature of Owner's Interest in this Development? Ownership Partner

AGENT/REPRESENTATIVE Christopher Kirk

FAX _____

PHONE 208.271.6231

AGENT/REPRESENTATIVE ADDRESS 311 Village Dr, PMB 316, Tamarack, ID 83615

ENGINEER Justin Leraris, SPF Engineering

PHONE 208.283.4140

ENGINEER ADDRESS 300 East Mallard Drive, Suite 350, Boise, Idaho 83700

1. SIZE OF PROPERTY 12.84 acres

2. NUMBER OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER 1484

3. ANY RESTRICTIONS ON THIS PROPERTY?

Easements to US Dept of Interior – 70' wide easement, TWT – 30' long x 50' wide easement

Deed Restrictions None

Liens or encumbrances None

4. LEGAL DESCRIPTION In a north portion of Section 5. T.15N, R. 3E, B.M. Valley County, Idaho

5. TAX PARCEL NUMBER _____

Quarter North portion

Section Section 5

Township T.15N

Range R. 3E

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

None

7. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: None

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

North State of Idaho – 60 acre Tamarack leased land, golf course

South. Unplatted Tamarack Resort Two land, golf course

East. Undeveloped Bureau of Reclamation land, golf course

West Unplatted Tamarack Resort Two land, golf course

- 8a. TYPE OF TERRAIN: Mountainous ☐ Rolling ☐ Flat ☒ Timbered ☐
- 8b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? No
- 8c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: _____
- 9a. WATER COURSE: _____
- 9b. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
Information can be obtained from the P&Z Office. Include a map if yes. _____
- 9c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes
- 9d. WILL ANY PART OF THE PROPERTY BE SUBJECT TO INUNDATION FROM STORMWATER OVERFLOW OR SPRING MELTING RUN-OFF? No
- 10a. NUMBER OF EXISTING ROADS: None _____ Width _____ Private or Public? _____
Are the existing road surfaces paved or graveled? _____
- 10b. NUMBER OF PROPOSED ROADS: Two _____ Proposed width: 20'
Will the proposed roads be publicly or privately maintained? Private
Proposed road construction: Gravel ☐ Paved ☒
- 11a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS:
None
- 11b. PROPOSED UTILITIES: Power, telephone, cable. Water and sewer lines will be installed for future connections
- Proposed utility easement width. 10' _____ Location Outside Edge of right of way
- 12a. SOLID WASTE DISPOSAL METHOD: Individual Septic ☒ Central Sewage Treatment Facility ☐
- 12b. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual ☒
If individual, has a test well been drilled? No _____ Depth _____ Flow _____ Purity Verified? _____
Nearest adjacent well Tamarack Well 1 Depth _____ Flow _____
13. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Existing underground irrigation for golf course
Are you proposing any alterations, improvements, extensions or new construction? Yes
If yes, explain: Golf course may be slightly modified and will require irrigation modifications at the same time
14. DRAINAGE (Proposed method of on-site retention): Individual BMP's will be required during Design Review
Any special drains? No
(Please attach map)
Soil type (Information can be obtained from the Soil Conservation District): Archabal Loam
15. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? Yes
If not, indicate the type of surety that will be put up to ensure the construction of the improvements within one (1) year from the date of filing the plat: _____

16. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:

Setbacks: Front. 20' _____ Sides. 15' _____ Rear. 15' _____
Mobile homes allowed? No
Minimum construction value NA _____ Minimum square footage 2800
Completion of construction required within 2 Days ☐ Months ☐ Years ☒
Resubdivision permitted? _____ No
Other _____

17. LAND PROGRAM:

Acreage in subdivision 8.77 Number of lots in subdivision 8
Typical width and depth of lots 250 – 300'
Typical lot area. 1.2 Minimum lot area 1.0 Maximum lot area 1.8
Lineal footage of streets 1050' Average street length/lot 250'
Percentage of area in streets _____ %
Percentage of area of development to be public (including easements) 0%
Maximum street gradient 4%
Indicate if subdivision is to be completely developed at one time; if not, describe stages One time

18. COMPLETE ATTACHED PLAN FOR IRRIGATION.

19. COMPLETE ATTACHED WEED CONTROL AGREEMENT.

20. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.



VALLEY COUNTY

WEED CONTROL AGREEMENT

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

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

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

COOPERATOR

Scott Turlington

Tamarack Resort Two, LLC

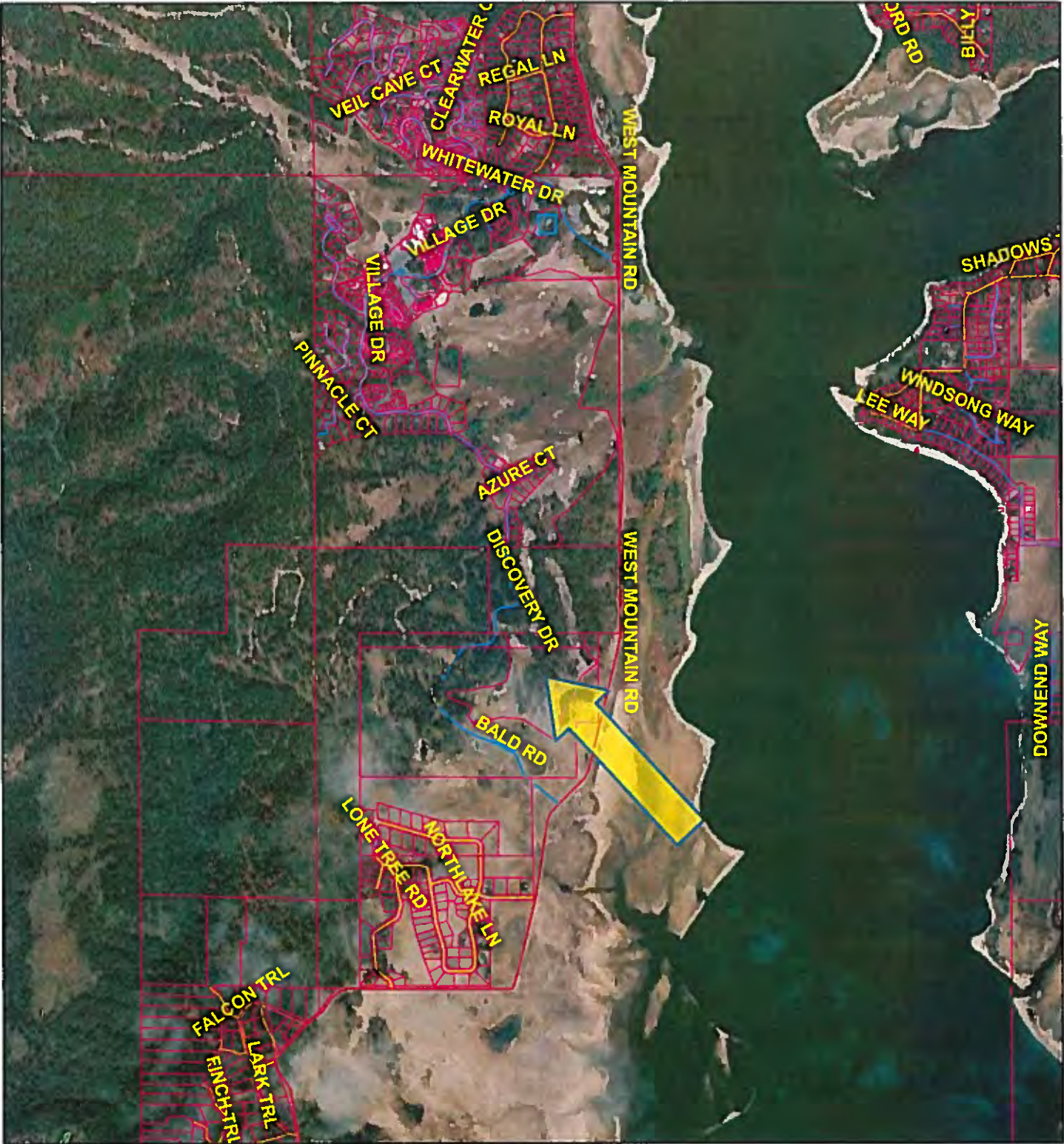
By: 

Date: 10/25/21

By: _____
Valley County Weed Control

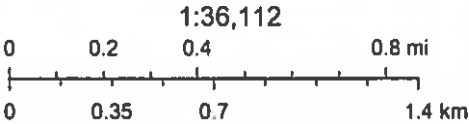
Date: _____

C.U.P. 21-36 Blue Mountain Amended



10/26/2021, 1:21:43 PM

- Parcel Boundaries
- URBAN/RURAL
- All Road Labels
- USFS
- Roads
- PRIVATE
- COLLECTOR



Maxar

TWP. 15N R03E SEC. 08

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

Filename:	Valley County Base Map
Scale:	1" = 400 ft.
Date:	4/15/2021
Drawn by:	L.Frederick

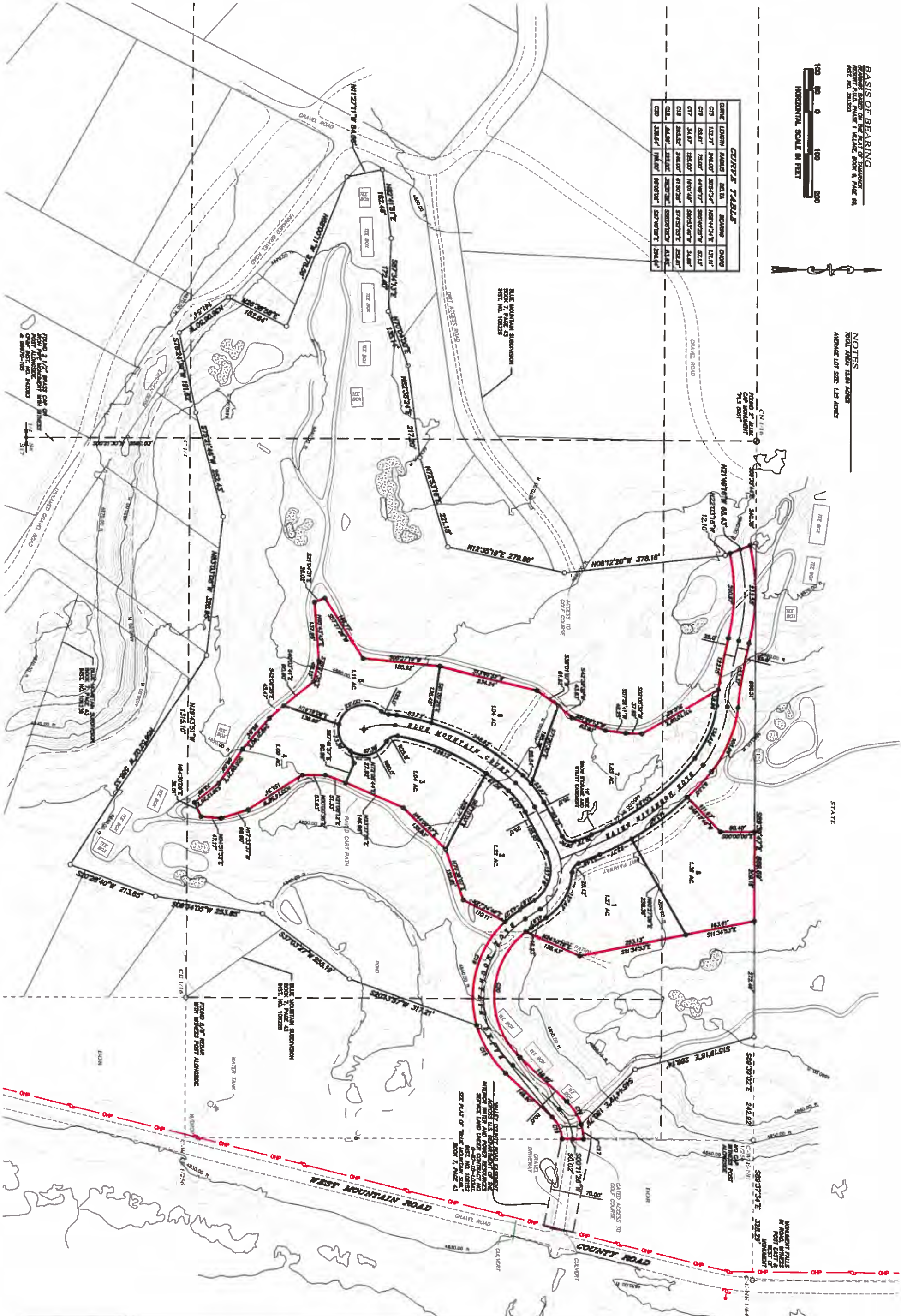


BASIS OF BEARING
BEARINGS BASED ON THE PLAT OF TOWN OF
VALLEY, S.W. 1/4, SEC. 36, T.16N., R.9E., E.M.
MAY 1981, AS SHOWN.



NOTES
TOTAL AREA 12.44 ACRES
AVERAGE LOT SIZE 1.23 ACRES

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	122.71'	264.00'	208°34'34"	N68°44'34"E 121.11'
C2	88.87'	75.00'	44°00'17"	S89°02'37"W 57.15'
C3	34.87'	125.00'	16°01'48"	S89°03'48"W 34.87'
C4	268.87'	246.00'	81°30'28"	S71°27'37"E 223.87'
C5	24.87'	245.00'	28°33'18"	S89°02'37"W 13.43'
C6	122.71'	264.00'	208°34'34"	S67°01'47"W 126.44'



PRELIMINARY PLAT

AMENDED PLAT BLUE MOUNTAIN
SUBDIVISION

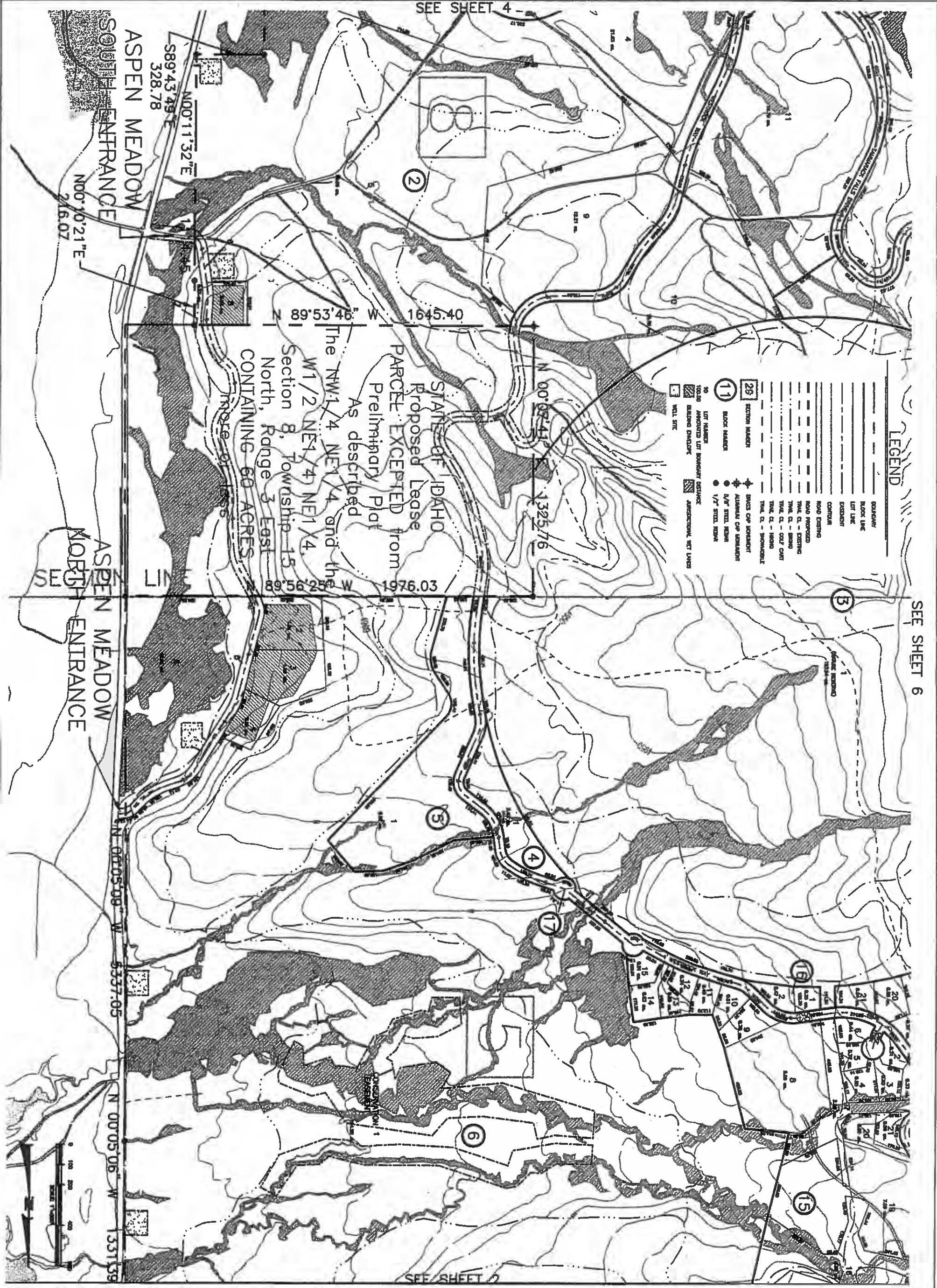
IN A PORTION OF SECTION 6
T.16N., R.9E., E.M.
VALLEY COUNTY, IDAHO
2021



25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

NO.	DESCRIPTION	DATE

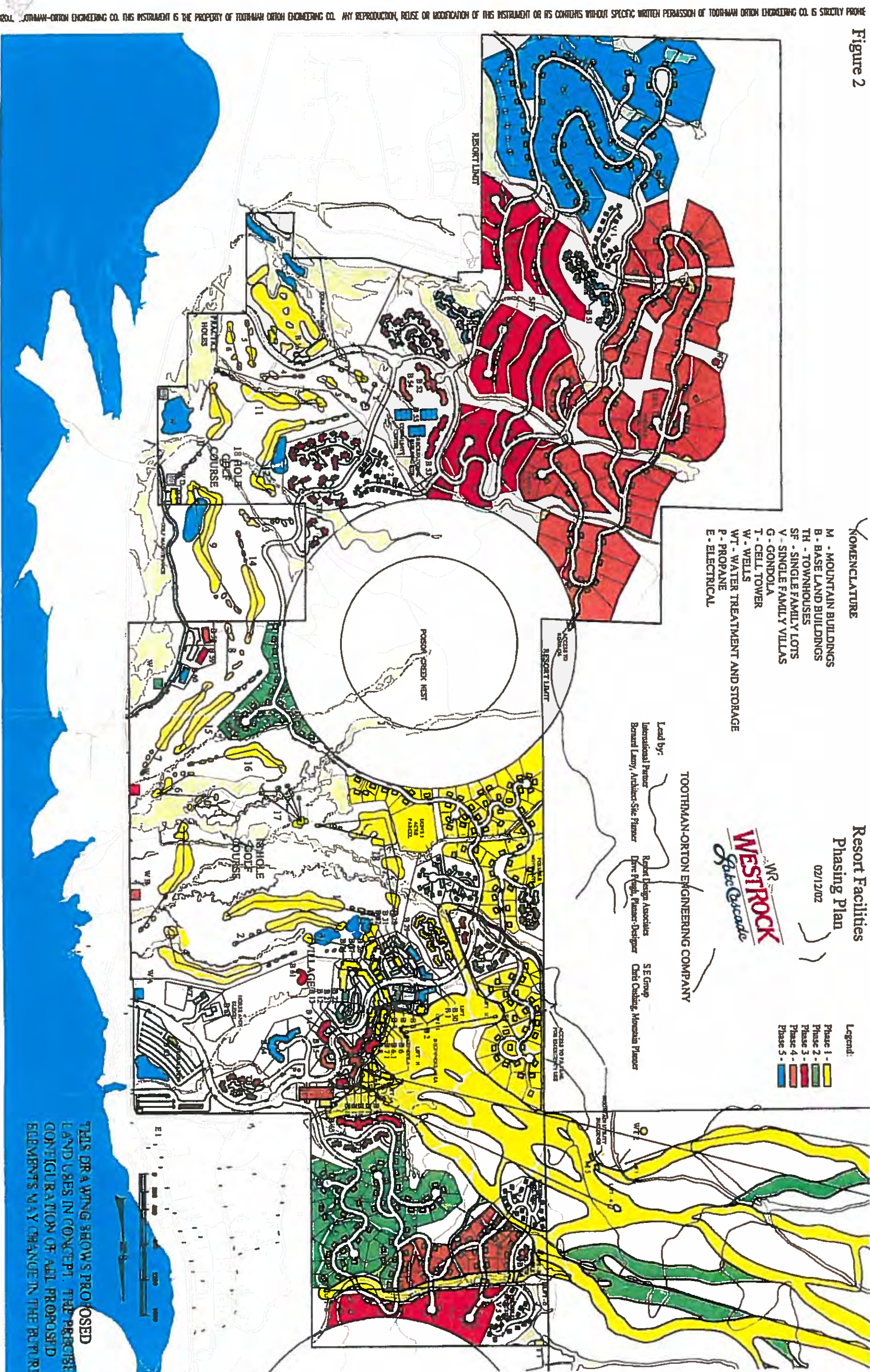
P.M.: DTD
DRAWN BY: DTD
CHECKED BY: DTD
DATE: 10/18/2021
FILE NO.:
SHEET



NOTES

1. MAINTENANCE ACCESS AND UTILITY EASEMENTS SHALL BE PROVIDED FOR ALL UTILITIES NOT LOCATED IN A LOT THAT PROVIDES SEPARATELY FOR THESE USES.
2. ALL LOTS SHALL CONFORM TO THE EASEMENT, EGRESS, SEE VIEW, AND OTHER REGULATORY RESTRICTIONS AS PROVIDED IN THE WESTROCK DEVELOPMENT CODE AND ARCHITECTURAL DESIGN GUIDELINES.
3. TWO ENTRY ROADS ALONG WEST WASHINGTON ROAD, LOCATED FROM ROAD RIGHT-OF-WAY EASEMENTS RECORDED MAY 22, 1980 AS INSTRUMENT NO. 108512, RECORDS OF WALKER COUNTY, OREGON, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 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Figure 2



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PUD Flexibility
- amendments

SECTION I – Application Overview

A. This Application

On August 1, 2002, WestRock's Planned Unit Development (PUD) Application was approved by Valley County. Subsequent to that approval, a Capital Contribution Agreement was consummated between Valley County and WestRock on September 10, 2001, see *Document F* in *Appendix A – Prior Valley County Approvals and Actions*. This Application document is referenced as a CUP package, because it contains three (3) applications: 1) a CUP/Preliminary Plat Application for all development components to be built or placed on the private lands, 2) a CUP Application for those components to be built or placed on the State of Idaho leased lands, and 3) a request to approve modifications to the currently approved PUD.

B. General Project Concept

The project is broken into five phases of three years each plus a one-year predevelopment phase, totaling a sixteen-year build-out to completion. At build-out, the Resort will be a full-service all-seasons destination resort offering a wide variety of residential options and a range of recreational activities featuring skiing and golf. The timing and order of sequencing of phases and facilities may vary in response to market demand, however adherence to the amenity guarantees will still be required as described in the Sequencing Plan contained below.

C. Ownership

The Resort, is owned by WestRock Associates LLC ("WRA"), who will be the master developer of the Resort complex. Given the diversity of real estate products and amenities, WestRock will sell segments of the Resort real estate for development by others. WestRock Associates will retain design and development control of all products through the attached Development Guide, Architectural Design Guidelines and the Declaration of Covenants, Conditions and Restrictions.

D. Site / Infrastructure

The site consists of several distinct geographical areas—a flat meadow close to Lake Cascade; a shelf area above the meadow where the Village will be located; rolling foothill terrain well suited to residential development, mountain slopes offering a variety of skiing and hiking experiences; and the mountain top offering commanding views, and recreational opportunities for mountain biking, snow-mobiling and cross-country skiing as well as a restaurant. The land, excluding the ski areas and a small portion of the golf course is privately owned by WRA, while the remaining land will be leased. Total site infrastructure, including roads and utility systems (electricity, water, sanitary and storm sewer, and telecommunications), is to be supplied to the perimeter of each development site by WRA.

E. Facilities

The resort facilities are summarized and located in *Appendix G - Facilities Program Summary*. Golf facilities will consist of an 18-hole course designed by Robert Trent Jones II, a par-3

teaching course, a Golf Academy and clubhouse. Ski related facilities are summarized in the Mountain Master Plan Summary, located in *Appendix F*. The Sequencing Plan, contained below, identifies the minimum Phase 1 facilities, which will be constructed to assure that a stand-alone resort, with sufficient critical mass, is established as part of Phase 1 of the development. WestRock reserves the right to modify the Facilities Plan, without further County approval, as follows: 1) the order of construction of facilities may be modified; 2) facilities within Multi-Use areas may be moved among lots within such Multi-Use areas; 3) total commercial, administrative and service square footage may be altered, and 4) the mix of dwelling units which comprise the total 2,043 units approved in the PUD (i.e. single family residence, townhome, villa, multi-family and hotel) may be altered; PROVIDED, that: a) the total number of units allowed by the WestRock CUP is not exceeded; and, b) the aforesaid land uses remain in their designated land use areas, as depicted in the Land Use Map, see *Figure 4* in *Section VIII*. All such modifications shall be promptly provided to County staff for use in reviewing Building Permit submittals and enforcing the terms and conditions of the CUP. Modifications to the Facilities Plan shall be submitted to the Planning and Zoning Administrator, whose review of the proposed modifications shall be to determine whether the proposed modifications are consistent with the locations of land use types and overall mix of land uses contained in the approved CUP. The Administrator shall advise the Developer within 15 days after submittal of any objections which the Administrator has to the proposed modifications, under the aforesaid criteria. If no such objections are voiced, then the modifications shall be deemed approved and shall become part of the CUP.

F. Compliance with Valley County Approval Process

Because this is an application for Conditional Use Permit for both the private and State lease lands, and for Preliminary Plat approval for the private lands, this Application package addresses Chapter III of the Land Use and Development Ordinance (LUDO), the Valley County Comprehensive Plan and Article II of the Subdivision Regulations.

In addition, because the Application package seeks approval of certain modifications to the PUD, the Application package addresses Appendix C of the LUDO, to establish that the proposed modifications should not alter the previously granted PUD and Concept approvals.

The Preliminary Plats for the private land contain the information required by the Valley County Subdivision Regulations. The parcels in Phase 2, 3, 4 and 5 will be further platted, preliminarily and finally, as the development moves into those Phases.

G. Proposed Modifications to the approved PUD

As design and layout of the PUD move into the more detailed CUP and platting stage, certain modifications to the PUD have been found to be necessary. These modifications do not materially change any component of the prior approvals, but they are, nonetheless, identified in the interest of full disclosure. Proposed modifications to the PUD include:

- Revisions to the Phasing Plan
- Adjusted dwelling units among residential use categories, without altering the total 2,043 units previously approved.

- Modest increase of the total commercial, administrative and service square footage within the areas of the resort in which those uses were previously approved.
- Increased the number of parking spaces from 3,392 to 5,068.
- Added a Cellular Communications Tower.
- Added a horse corral for horseback riding and sleigh ride purposes
- Recalculated open space at approximately 52% of the private and approximately 80% of the total resort property
- Adjusted Wildlife Habitat Conservation Plan to reflect reduced impact to Threatened and Endangered Species
- Added certain uses to the village, such as a non-denominational Chapel and the Nature Interpretive Center.
- Noted the potential for and reserved the right to construct a school on site.
- Identified eight potential small hotel sites outside of the village, a maximum of four (4) of which may be developed. If developed, these hotels will be architecturally compatible with the surrounding single- family residential neighborhoods and will reduce the total allowable dwellings units in the PUD, according to the equivalency formula contained in the LUDO.
- Revised/updated the Development Guide, Architectural Design Guidelines, and CC&R's.
- Moved a well site mistakenly shown on State of Idaho land.
- Reserved the addition of a small number of buildings and structures on State land.
- Updated the WestRock Development Guide to reflect the development of the Facilities Program, which also involves minor changes to the Land Use Map e.g. s small Multi-Use area has been added to Phase 5, to service the surrounding single family residential neighborhood.

H. Requested Entitlements and Approvals

- Issuance of a Conditional Use Permit for the private lands, which provides the following entitlements under the terms of the LUDO:
 - A CUP for the entire PUD, including the land uses and densities (i.e. total number of units and/or square footage of commercial (multi-use) facilities) for Phases 2, 3, 4, and 5;
 - Preliminary Plat approval for Phase 1. WestRock shall be entitled to Preliminary Plat approval of Phases 2, 3, 4, and 5 PROVIDED that those Plats substantially comply with the terms of the WestRock CUP and with the platting provisions of the Valley County Subdivision Regulations,
 - No further CUP's will be required for the WestRock PUD, provided that WestRock substantially complies with the terms and conditions of this CUP.
 - WestRock considers the CUP to include all components, terms, and conditions of the approved PUD, except to the extent modified in this Application package, as approved.
- Issuance of a Conditional Use Permit for the State of Idaho lands, contingent upon issuance by the State Land Board of a Lease or binding commitment to lease the State lands; and,
- Approval of the modifications to Concept and PUD Approval.

Wildfire Prevention and Protection Plan

1. Purpose

To help protect life and property within and around WestRock boundaries from Wildfire, the following development standards and operation procedures have been established for the Resort. Special restrictions and development standards are intended to reduce the threat of life and property loss to wildfire and shall apply to all property contained in WestRock Resort.

2. Wildfire Protection and Defense - Planning and Operations Guide

2.1 Landscaping.

A shaded fuel break is mandated along the Resort boundary next to the Single Family Home Lots and Village area. The Property Owners Association (POA) or their designees shall be responsible for monitoring this buffer zone. In the Community Open Space (COS) on the ski area property, a shaded fuel break shall be required around structures used for commercial and resort maintenance purposes. The lessor of the state property or their designees shall be responsible to maintain this buffer zone. Any special site areas where a fuel break is not preferred may be excluded from buffer requirements. These excluded areas will be reviewed on a case by case basis, with SITPA consultation.

Shaded fuel breaks or other breaks along the WestRock Resort private property boundary or surrounding development buildings in areas on state land, being either 100 feet in width (but will not go beyond WestRock property boundary unless otherwise authorized), or otherwise provided by ski runs or other breaks surrounding building areas, will consist of:

- Removal of standing dead materials.
- Elimination of dead down materials.
- Removal of "ladder fuel" configurations in vegetation.
- Prune dead branches and cut branches up to 6-15 feet from the ground of trees in excess of 40 feet high.
- Creation of crown spacing of at least 10 feet between individual or clumps, tree thinning may have to occur to achieve appropriate spacing.
- Development of green belt where non-maintained grassy fuels that could become flammable are mowed and irrigated.
- Preservation of native vegetation when possible.

2.2 Construction and Development Factors.

In all land use areas, the following guidelines are required to be met:

- Provide good street signs, that show appropriate direction, name, and are easy to see in all seasons and light conditions.
- Mark properties on the structure with 4 inch or greater numbers/letters on a contrasting background. Properties that are not visible from a road access should also be marked at the point where they connect with that access.
- Provide subdivision signs within the development.
- Utilities will be located underground as much as reasonably possible.
- On-site roads will be built to WestRock Design Standards.
- Mountain access roads will have a minimum of 18-foot gravel roadbed.
- Wood shake roof materials will be prohibited, unless fire retardent treated cedar shingles are used.
- Non-flammable deck materials will be encouraged. Screening and enclosing under porches and decks will be encouraged.
- Any wood burning devices allowed at the resort will need to be properly screened to eliminate sparks from chimneys.
- During construction, waste and debris must be removed regularly and separated at the designated site.

2.3 Operation Factors.

The following are guidelines for operation of WestRock:

- After operation of the resort begins, specific times and a site for dumping of yard wastes will be provided to residents. One option for elimination of surface litter, is removal from WestRock by a cogeneration specialist.
- No public, visitor, or resident campfires are allowed at WestRock except for special noticed and supervised events.
- No debris burning will be allowed at the resort, except for the prescribed time/site and notification of mutual aid parties. Scheduled burns will take place with Resort personnel or local fire association personnel in attendance.
- The snowmaking system will be designed, where reasonable, to be used as a source for obtaining water from pipes that travel up/down the trails and ponds used for water storage during a wildfire event.
- An education plan will be developed for visitors and residents that identifies and encourages safe behavior at the resort and surrounding rural areas. Part of the information packet provided to homeowners and guests will include an evacuation plan for the resort, if a fire were to threaten the area.
- Ski trails and resort road development have been designed to act as fire breaks on the site.
- Annual maintenance of yard, roof, and gutter program to remove surface litter and needles or leaves from roof tops.

3.0 Mutual Aid Agreement

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is entered into this _____ day of _____, 2001, by and between WestRock Associates L.L.C., acting by and through its Managing Director on behalf of the WestRock Fire Department, hereinafter referred to as the "Department," and the Southern Idaho Timber Protective Association (SITPA), acting, by and through its Fire Warden, hereinafter referred to as "SITPA," and both parties being collectively hereinafter referred to as "Cooperators"; and

WHEREAS, SITE A is responsible for providing fire protection on forest lands within its duly established forest protective district, the boundaries of which are indicated on a map attached as "Exhibit A, which map is hereby accepted, approved and incorporated into this agreement by this reference; and

WHEREAS, the Department provides fire protection to structures in the vicinity of WestRock, the boundaries of which are indicated on a map attached as "Exhibit B," which maps hereby accepted, approved and incorporated into this agreement by reference; and

WHEREAS, the Department has partial responsibility for providing forest protection on forest lands within the boundaries which are indicated on a map attached hereto as "Exhibit B," which is hereby accepted, approved and incorporated into this agreement by reference; and

WHEREAS, on occasion, fire action and authority of the Cooperators may tend to overlap; and

WHEREAS, it is in the public interest for the Cooperators to coordinate operations in order to minimize losses of property and resources due to fire and to provide fire protection in the most cost effective manner possible;

NOW, THEREFORE, it is hereby mutually agreeable that the Cooperators will adopt the following policies:

1. Reporting of Fires. The Department will notify SITPA by the most expeditious means. SITPA, in turn, will notify the Department regarding fires within or near the Fire Department boundaries.

2. Jurisdiction on Fires. Suppression action on structural fires or other fires which pose no threat to timber or lands paying forest protection assessment, will be under the direction of the Department. SITPA may assist on this type of fire when it is feasible to do so, but will normally function under the direction of the person in charge of the Department suppression operation. The Department will immediately notify SITPA if forestlands are threatened by such fire.

If lands protected by SITPA become involved in an Department fire, SITPA will assume jurisdiction for suppression on the protected lands, and the Department will still be responsible for suppression at the initial fire source (example: structure, vehicle, agricultural land, etc.) SITPA will utilize Department resources, as available, until the fire

is out, or until the Incident Commander for SITPA releases the resources, or until the Department has other emergencies. SITPA will make every effort to release members of Department crews in order to avoid depleting the necessary personnel reserve of the Department. On any type of fire, the first agency to arrive at the fire will take charge until the responsible agency arrives.

3. Compensation for Personnel and Equipment. SITPA will not provide compensation to the Department for structure protection activities within the Jurisdictional boundaries of the Department.

SITPA will compensate the Department for equipment or labor employed by the Department on a fire when SITPA specifically requests the Department to go outside its Department boundaries to take action on a fire. In the event Department personnel and/or equipment is used inside the Jurisdictional boundaries of the Department at the specific request of SITPA, compensation may be provided to the Department at the current rate paid by SITPA when hiring personnel or equipment from any other source.

SITPA is authorized to pay for labor, rental of equipment and other fire services by the following procedures:

- a) Be hired by a permanent SITPA employee, or an Agent of SITPA.
- b) Complete an Emergency Firefighter Time Report, (including complete name, address, and social security number), an Employment Eligibility Verification, Form 1-9, Employees Withholding Allowance Certificate, W-4 and any other pertinent information necessary for timekeeping and recording procedures.
- c) Have equipment signed up on an Emergency Equipment Rental Agreement with a Request for Taxpayer Identification Number and Certification, W-9.
- d) Close out personnel and equipment timekeeping and recording documents and complete the demobilization process as required.

SITPA will attempt to refrain from hiring members of Department crews in order to avoid depleting the necessary manpower reserve of the Department. The Department must seek the cooperation of its personnel in this regard since SITPA cannot, by law, discriminate against anyone by refusing to hire because of affiliation with a group or organization.

4. Financial Liability. SITPA will not be responsible or liable in any way for labor costs, rental of equipment, or any other services unless specifically contracted for by a permanent employee or agent of SITPA. Conversely, no employee of the SITPA will in any way obligate or indebt the Department or its Board of Directors.

5. Burning Permits. It is the responsibility of the Department to ensure that burning permits are obtained for all open burning during the closed fire season. SITPA may elect to

allow the Department to issue permits for miscellaneous debris and/or grass burning by issuing a Deputy Fire Warden card to certain Department members. All permits for burning slash from tree harvesting, thinning, road rights-of-way, land clearing or stump removal will be issued by SITPA.

The Department will make available to SITPA any information concerning permits issued and will notify SITPA of any violations of the terms of the permit, applicable statutes and rules. SITPA will attempt to keep the Department informed regarding permits issued within the Department's boundaries by requiring the permittee to notify the Department prior to burning. Such requirement will be written on the permit by the issuing officer and copies of the permit will be made available to the Department upon request. SITPA will make every effort to cooperate with the Department by refusing to issue or renew permits when requested by the Department if subsequent investigation indicates such request is Justified.

6. Duration and Termination. This agreement shall remain in full force and effect unless canceled by either party of this agreement serving notice upon either party. Such notice of cancellation must be in writing and must be issued at least thirty (30) days prior to actual cancellation of the agreement.

7. Joint Training and Meetings. The Department shall encourage participation in Joint training sessions with SITPA. At least one annual meeting between the Department and SITPA is recommended to review and modify the Wildfire Prevention and Protection Plan.

The Cooperators have therefore executed this Memorandum of Understanding as of the last written date below:

Southern Idaho Timber Protective Association, Inc.

By: _____
Fire Warden

Date: _____

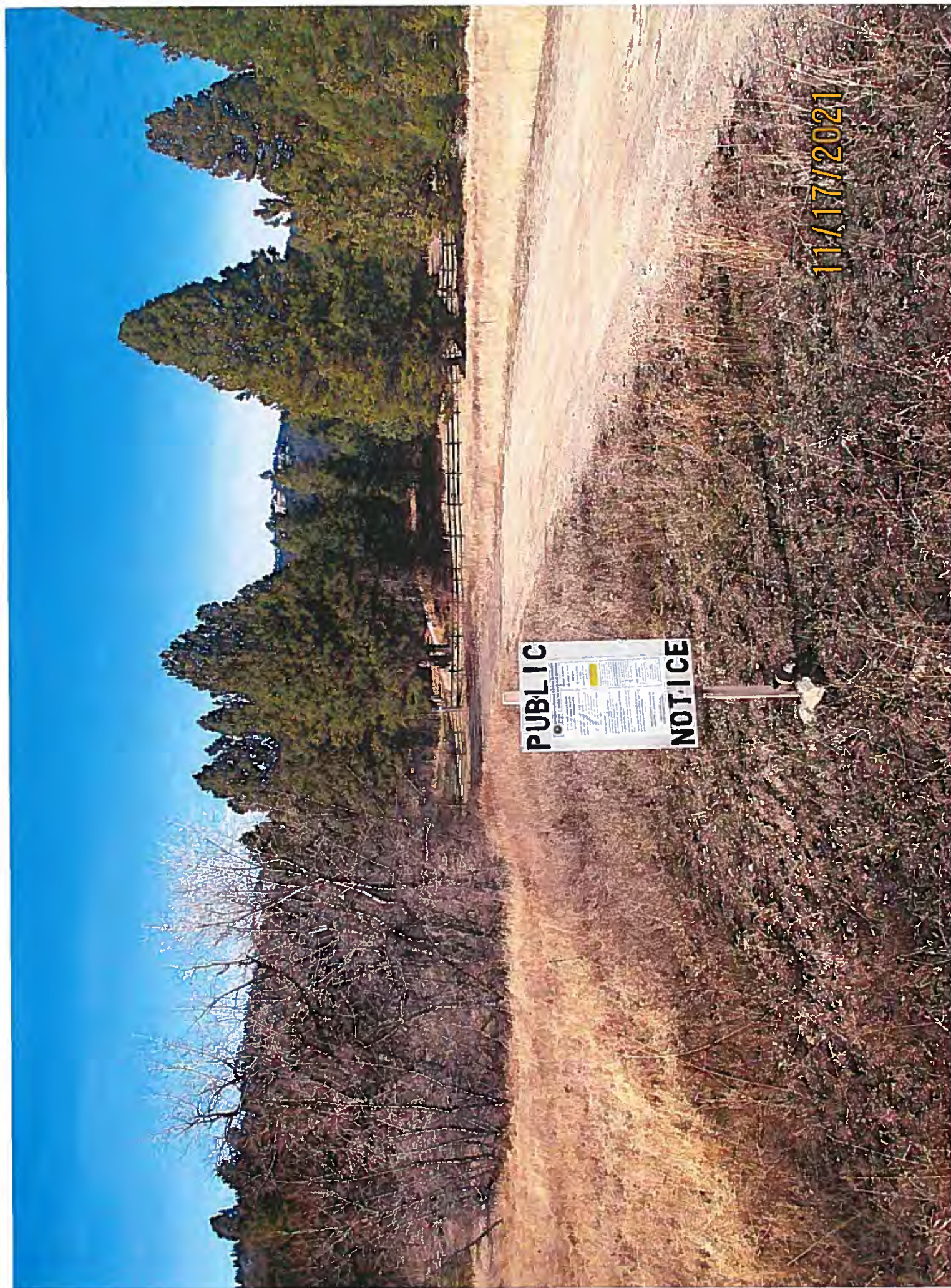
WestRock Fire Department

By: _____
Managing Director, WestRock Associates L.L.C.

Date: _____

4.0 Implementation

WestRock - POA will set up the WestRock Fire Prevention and Protection Department with a Fire Chief will be the overseer of this Wildfire Prevention and Protection Plan. The Fire Chief will be responsible for the implementation of the Plan and Coordination with SITPA.







Idaho Statutes

TITLE 42

IRRIGATION AND DRAINAGE — WATER RIGHTS AND RECLAMATION

CHAPTER 32

WATER AND SEWER DISTRICTS

42-3212. GENERAL POWERS OF BOARD. For and on behalf of the district the board shall have the following powers:

- (a) To have perpetual existence;
- (b) To have and use a corporate seal;
- (c) To sue and be sued, and be a party to suits, actions and proceedings;

- (d) Except as otherwise provided in this chapter, to enter into contracts and agreements, cooperative and otherwise, affecting the affairs of the district, including contracts with the United States of America and any of its agencies or instrumentalities, and contracts with corporations, public or private, municipalities, or governmental subdivisions, and to cooperate with any one (1) or more of them in building, erecting or constructing works, canals, pipelines, sewage treatment plants, and other facilities within or without the district. Except in cases in which a district will receive aid from a governmental agency, procurement of goods or services shall be in accordance with the provisions of chapter 28, title 67, Idaho Code;

- (e) To borrow money and incur indebtedness and evidence the same by certificate, notes or debentures, and to issue bonds, in accordance with the provisions of this chapter;

- (f) To acquire, dispose of and encumber real and personal property, water, water rights, water and sewage systems and plants, and any interest therein, including leases and easements within or without said district;

- (g) To refund any bonded indebtedness of the district without an election; provided, however, that the obligations of the district shall not be increased by any refund of bonded indebtedness. Otherwise, the terms and conditions of refunding bonds shall be substantially the same as those of an original issue of bonds;

- (h) To have the management, control and supervision of all the business and affairs of the district, and the construction, installation, operation and maintenance of district improvements therein or therefor;

- (i) To hire and retain agents, employees, engineers and attorneys;

- (j) To have and exercise the power of eminent domain in the manner provided by law for the condemnation of private property for public use to take any property necessary to the exercise of the powers herein granted, both within and without the district;

- (k) To construct and maintain works and establish and maintain facilities across or along any public street or highway, and in, upon, or over any vacant public lands, which public lands are now, or may become, the property of the state of Idaho, and to construct works and establish and maintain facilities across any stream of water or watercourse, and to maintain access to facilities and works by the removal of snow from roads and lands; provided, however, that the district shall promptly restore any such street or highway to its former state of usefulness as nearly as may

be, and shall not use the same in such manner as to completely or unnecessarily impair the usefulness thereof;

(l) To fix and from time to time to increase or decrease water and sewer rates, tolls or charges for services or facilities furnished by the district, and to pledge such revenue for the payment of any indebtedness of the district. The board shall fix rates, tolls and charges and the time or times for the payment thereof. All such rates, tolls and charges not paid within thirty (30) days after the date fixed for the payment thereof shall become delinquent; the board shall certify all such delinquent rates, tolls and charges to the tax collector of the county by the district, not later than the first day of August and shall be, by said tax collector, placed upon the tax roll and collected in the same manner and subject to the same penalties as other district taxes; provided, however, that special assessments certified to the tax collector which are placed on property qualifying for a hardship exemption may be returned to the taxing district from which they originated if the special assessments are not paid within three (3) years. The date of priority of such lien shall be the date upon which such charge becomes delinquent. The board shall shut off or discontinue service for delinquencies in the payment of such rates, tolls or charges, or in the payment of taxes levied pursuant to this chapter, and prescribe and enforce rules and regulations for the connection with and the disconnection from properties of the facilities of the district. For health and sanitary purposes the board shall have the power to compel the owners of inhabited property within a sewer district to connect their property with the sewer system of such district, and upon a failure so to connect within sixty (60) days after written notice by the board so to do the board may cause such connection to be made and a lien to be filed against the property for the expense incurred in making such connection, provided, however, that no owner shall be compelled to connect his property with such system unless a service line is brought, by the district, to a point within two hundred (200) feet of his dwelling place;

(m) To adopt and amend bylaws not in conflict with the constitution and laws of the state for carrying on the business, objects and affairs of the board and of the district;

(n) To have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted herein. Such specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the purposes and intent of this chapter.

History:

[42-3212, added 1947, ch. 152, sec. 12, p. 364; am. 1961, ch. 135, sec. 1, p. 195; am. 1980, ch. 13, sec. 1, p. 26; am. 1991, ch. 41, sec. 1, p. 80; am. 2003, ch. 272, sec. 1, p. 726; am. 2005, ch. 213, sec. 11, p. 646.]

How current is this law?

Search the Idaho Statutes and Constitution



Donnelly Rural Fire Protection District

P.O. Box 1178 Donnelly, Idaho 83615

208-325-8619 Fax 208-325-5081

November 14, 2021

Valley County Planning & Zoning Commission
P.O. Box 1350
Cascade, Idaho 83611

RE: C.U.P. 21-36 Tamarack Resort P.U.D. Blue Mountain Subdivision Amended - Preliminary Plat

After review, the Donnelly rural Fire Protection District will require the following.

- All roads shall be built to Valley County Road Department standards or **Section 503.2 IFC 2018**. Tamarack road standards will be acceptable
- All fire apparatus access roads shall comply with **Section D103.4 IFC 2018**
- All roads shall be inspected and approved by the DRFPD personnel prior to building permits being issued
- In accordance with **Section 507.1 IFC 2018** an approved water supply capable of supplying the required fire flow for fire protection shall be provided to the premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction
- Approved water source shall inspected and approved prior to final plat

Please call 208-325-8619 with any questions.

Jess Ellis

A handwritten signature in black ink, appearing to read "Jess Ellis".

Fire Marshal
Donnelly Fire Department



Donnelly Rural Fire Protection District

P.O. Box 1178 Donnelly, Idaho 83615

208-325-8619 Fax 208-325-5081

December 2, 2021

Valley County Planning & Zoning Commission
P.O. Box 1350
Cascade, Idaho 83611

RE: Tamarack Resort addendum

In accordance with **Section D103.6 IFC 2018**, where required by the fire code official, **NO PARKING – FIRE LANE** signs shall be posted on both side sides of fire apparatus access roads.

This applies to fire apparatus turn around points for all subdivisions within Tamarack Resort.

Including

- Aspen Glade Subdivision
- Tamarack Crest Court
- Blue Mountain Subdivision
- Ponderosa Ridge Chalet Lots
- All areas within the resort complying with **Section D103.4 IFC 2018**

Please call 208-325-8619 with any questions.

Jess Ellis

Fire Marshal
Donnelly Fire Department



Valley County Transmittal
Division of Community and Environmental Health

Return to:

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

Rezone # _____

Conditional Use # PUD 98-1 Tamarack Resort

Preliminary / Final / Short Plat CUP 21-36 Blue Mountain Ave.

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☒ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☒ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☒ high seasonal ground water ☐ waste flow characteristics
☒ bedrock from original grade ☐ other _____
- ☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☐ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☐ central water
☐ individual sewage ☐ individual water
- ☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☐ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☐ 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:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store
- ☒ 14. Application, Test holes, ground water monitoring, and Engineering Report Required.

Reviewed By: HR

Date: 11/15/21



CENTRAL
DISTRICT
HEALTH

Valley County Transmittal
Division of Community and Environmental Health

Return to:

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

Rezone # PUD 98-1 Tamarack Resort

Conditional Use # CUP 21-36 Blue Mountain

Preliminary / Final / Short Plat Amended Preliminary Plat

- ☐ 1. We have No Objections to this Proposal.
- ☐ 2. We recommend Denial of this Proposal.
- ☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- ☒ 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- ☒ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☒ high seasonal ground water ☐ waste flow characteristics
☒ bedrock from original grade ☐ other _____
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- ☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- ☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☐ central sewage ☐ community sewage system ☐ community water well
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☐ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☐ 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:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

☒ 14. Application, Test holes, Groundwater monitoring (Feb-June)
And Engineering Report Required.

Reviewed By: [Signature]

Date: 10/22/21

Re: subdivision name request

Laurie Frederick <lfr frederick@co.valley.id.us>

Thu 11/4/2021 11:27 AM

To:

- Lori Hunter <lhunter@co.valley.id.us>

I have found no issue with the three proposed names.

Laurie Frederick

Cadastral Specialist

Cartography Dept.

Valley County

lfr frederick@co.valley.id.us

208-382-7127

Service

Transparent

Accountable

Responsive

Kelly Copperi

Wed 11/3/2021 2:08 PM

To: Lori Hunter

I don't really see an issue.

Sgt. Kelly Copperi

Valley County Sheriff's Office

Communications Supervisor

Office: 208-382-5160

Cell: 208-630-3566

From: Lori Hunter <lhunter@co.valley.id.us>

Sent: Wednesday, November 3, 2021 1:20 PM

To: Kelly Copperi <ktaylor@co.valley.id.us>; Laurie Frederick <lfr frederick@co.valley.id.us>

Subject: subdivision name request

We currently have a plat application for Tamarack Resort - Blue Mountain Amended which is in the area of the existing and recorded Blue Mountain Plat. (south of the round-a-bout on West Mountain Road)

The owners would like a different name and have submitted the ones below. Your thoughts?

The Estates at Osprey Meadows

Osprey Meadows Estates

The Reserve at Osprey Meadows

When I search the subdivision name spreadsheet, I find:

Osprey Heights

Osprey Pointe (proposed - we've requested a different name so there is not a confusion with the 4H camp Osprey Point)

Tamarack Resort - Lodge at Osprey Meadows



North Lake Recreational Sewer and Water District
435 South Eld Ln., PO Box 729 Donnelly, ID 83615 (208) 325-8958

January 10, 2022

Cynda Herrick, Valley County Planning and Zoning Director
Valley County Planning and Zoning Department
PO Box 1350
Cascade, Idaho 83611

Re: PUD 98-1 Tamarack Resort, CUP 21-36 Blue Mountain Amended Preliminary Plat
January 24th Public Hearing

Director Herrick:

North Lake Recreational Sewer and Water District (NLRSD) has received notification of the proposed amendment and desire to provide the following written comment:

The subject property has been annexed and is located within North Lake Recreational Sewer and Water District. North Lake was formed to provide centralized sewer to improve public health and improve the water quality in Cascade Reservoir. The Cascade Reservoir has experienced increased incidents of algae blooms which have created environmental hazards and therefore health advisories.

As the manager of the sewer and water district, I am of the opinion this property should be served by a connection to North Lake facilities and that further degradation of water quality in the reservoir may occur if septic systems are permitted to be installed in this development.

In addition I would like to cite Resolution 97-6 North Lake Rules and Regulations, Section 10 addressing the required use of sewers.

Section 10. Required Use Of Sewers

The owner or occupant of any house, building or property used for residential, commercial, industrial, governmental or recreational use, or other purpose, situated within the District which is abutting on or having a permanent right of access to any street, alley or right of way in which there is located a public sewer of said District is hereby required to cease using any other method of disposing



North Lake Recreational Sewer and Water District
435 South Eld Ln., PO Box 729 Donnelly, ID 83615 (208) 325-8958

of sewage, waste or polluted water, and at his expense to connect such building directly with the public sewer in accordance with the provisions of this Resolution, within 45 days after date of official notice from the District to do so; provided, however, that said sewer is within 300 feet of any property line of the building to be served or common property line in a multiple building development.

The developers of new subdivisions shall, at their expense, construct the necessary extensions of the public sewer system to provide public sewer facilities for each lot in the subdivision.

It shall be unlawful to discharge to any natural outlet within the District, or in any area under the jurisdiction of said District, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Resolution.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the disposal of sewage.

Sincerely,

Travis Pryor
NLRSD Manager of District Operations

Enclosures

cc: Board of Directors, North Lake Rec Sewer and Water District



From: Jeff Mcfadden <jmcfadden@co.valley.id.us>
Sent: Wednesday, December 1, 2021 11:14 AM
To: Cynda Herrick <cherrick@co.valley.id.us>
Subject: Re: P&Z Matters :)

CUP 21-39

I have been on site at the proposed driveway and flagged an area that I would approve for the driveway approach onto Finn Church Lane. Mr. Carey has been approved for this access.

I have no comments on the other CUP's

From: Cynda Herrick <cherrick@co.valley.id.us>
Sent: Wednesday, December 1, 2021 8:44 AM
To: Jeff Mcfadden <jmcfadden@co.valley.id.us>
Cc: Sarah McFadden <SMcFadden@co.valley.id.us>; Mickee Ellis <mellis@co.valley.id.us>
Subject: P&Z Matters :)

Just a reminder that we have a bunch of new applications on the agenda for December 9. I have attached the agenda and I believe I sent you the RDA for Jug Mountain last week....

Staff Reports go out in tomorrow.

Thanks, Cynda

Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116

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

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



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N Orchard Street, Boise, ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

December 30, 2021

By e-mail: cherrick@co.valley.id.us

Valley County Planning & Zoning
P.O. Box 1350
Cascade, Idaho 83611

Subject: Blue Mountain (Tamarack Resort), CUP 21-36

Dear Ms. Herrick:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at:
<https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).
- All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.
- For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: <https://www.deq.idaho.gov/water-quality/drinking-water/>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollution Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.
- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: <https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards
- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website <https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/> for assistance.

Response to Request for Comment
December 30, 2021
Page 5

- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

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

Sincerely,

A handwritten signature in black ink that reads "Aaron Scheff". The signature is written in a cursive, flowing style.

Aaron Scheff
Regional Administrator
DEQ-Boise Regional Office

EDMS#: 2021AEK284

MILLEMANN, PITTENGER, McMAHAN & PEMBERTON, LLP
ATTORNEYS AT LAW
706 NORTH FIRST
POST OFFICE BOX 1066
MCCALL, IDAHO 83638

STEVEN J. MILLEMANN (*sjm@citlink.net*)
GREGORY C. PITTENGER (*gc pit@citlink.net*)
BRIAN L. McMAHAN (*blm@citlink.net*)
AMY N. PEMBERTON (*anp@citlink.net*)

TELEPHONE: (208) 634-7641
FACSIMILE: (208) 634-4516
EMAIL: *m2p2@citlink.net*

August 21, 2002

Hand-Delivered

Cynda Herrick
Valley County Planning & Zoning

Re: WestRock

Dear Cynda:

Enclosed herein, please find one original of the Amended Capital Contribution Agreement which has been signed by the respective parties. We are maintaining one of the originals in our office at this time.

Sincerely,



DEBRA MARTENS,
Legal Assistant

/dm
Encs.

AMENDED CAPITAL CONTRIBUTION AGREEMENT

THIS AMENDED AGREEMENT is entered into by and between **WestRock L.P.** an Idaho limited partnership, **WestRock Associates, LLC**, and **WestRock, Inc.** (hereinafter jointly referred to as "Developer") and **Valley County**, a political subdivision of the State of Idaho, (hereinafter generally referred to as "Valley County"), effective the 10 day of June, 2002.

RECITALS

Developer submitted an Application for Concept and PUD Approval of the WestRock Resort Planned Unit Development (hereinafter "PUD" or "Project"), dated March 12, 2001.

As part of the Application, Developer submitted studies which identify the fiscal impacts of the P.U.D. on Valley County and various of its taxing and service districts. In addition, Valley County commissioned an Independent Assessment of the Project's impacts, titled "Independent Assessment of WestRock Lake Cascade Resort" (dated July 31, 2001, by CH2MHILL).

On August 1, 2001, the Valley County Board of County Commissioners ("the Board") approved the PUD (PUD # 98-1).

On September 10, 2001, the Board entered into a Capital Contribution Agreement with the Developer, which identified the required mitigations by Developer of the aforesaid fiscal impacts.

On January 23, 2002, the Board entered into an Amendment to the Agreement.

Developer submitted Applications for CUP 02-04, for 02-05 and for Modification of the PUD on March 15, 2002 (hereinafter "Developer's CUP Application").

The Board voted to approve the Applications on June 3, 2002.

The Board and Developer have agreed to certain additional amendments to the Agreement, which the Board and the Developer desire to memorialize; and, the parties further desire to incorporate the amendment which was memorialized in the aforesaid January 23, 2002 Amendment into this Amended Agreement.

AGREEMENT

THEREFORE IT IS AGREED AS FOLLOWS:

- I. **Intention of Agreement/Definitions:** This Agreement is intended only to memorialize agreed-upon compensation and reimbursements to Valley County, and certain taxing and service districts. This Agreement is not intended to grant the Developer any guarantees or rights supplemental or additional to the approvals which have been or may hereafter be obtained. "Preliminary Site Work" for purposes of this Agreement shall include all work

which is included in the description of "Phase P" in Section V, A of Developer's CUP Application.

II. Off-Site Road Improvements:

A. **Access Road:** Developer agrees to pay a sum equal to thirty percent (30%) of the total project cost for improvement of the main access road between State Highway 55 and the Resort, known as the "Roseberry Access", as defined below. The County and Developer must agree on the specific scope of the improvements to which the Developer will be expected to contribute, regarding which Developer and the County will negotiate in good faith. Developer's agreement shall not be withheld, provided that the Roseberry Access Projects do not materially exceed the scope and elements described below.

B. **Recommended Improvements / "Roseberry Access Projects":** The projects may include the following:

1. **Project 1 - Preliminary Engineering / Corridor Study:** The County shall evaluate options regarding and conduct preliminary engineering for the improvement of the Roseberry access. Developer shall contribute \$50,000 to the County for this Project after the following events have occurred:

- a) the State of Idaho, Department of Lands, and Developer have entered into a final Lease Agreement for the State Lands which are included in the P.U.D.; and,
- b) the County has granted Final Concept and P.U.D. approval for the P.U.D.

This payment shall be credited against Developer's total financial obligation for off-site road improvements, as described herein, but shall be non-refundable.

2. **Project 2 - Tamarack Bridge to the south entrance of WestRock:**

- a) Overlay existing roadway and stabilize sub-grade as needed.
- b) Re-stripe pavement with permanent delineation.
- c) The Developer's financial contributions to the cost of construction of the sewer lines and rehabilitation of the County road surfaces shall be specified in agreements between Developer and the North Lake Sewer District. The cost of this construction and related activity shall be solely the responsibility of Developer and the

North Lake Sewer District. A permit shall be obtained by the District from the County for any disturbance of any County Road.

3. **Project 3 – Connector between Roseberry Road and Tamarack Bridge. Improve Road up to Lake Fork Causeway:**

- a) Build a new section of road from the end of Roseberry Road, over the beginning of Mountain Meadows Road, then curving to the south and joining the end of Tamarack Falls Road, as studied by County Engineers, or widen and improve alignment of Norwood road. Developer's contribution toward right-of-way acquisition shall not exceed \$300,000.
- b) Install a new Bridge over Mud Creek.
- c) Overlay existing roadway and stabilize sub-grade as needed.
- d) Re-stripe pavement with permanent delineation.

4. **Project 4 - Widen existing causeway on Roseberry Road and improve Roseberry Road from Mountain Meadows Road to Highway 55:**

- a) Widen or reconstruct existing causeway pursuant to the aforesaid Preliminary Engineering / Corridor Study.
- b) Overlay existing roadway and stabilize sub-grade as needed.
- c) Re-stripe pavement with permanent delineation.

C. **Method and Timing of Payments for Access Road Improvement:** The Developer's aforesaid contributions shall be paid as follows:

- 1. The Developer shall pay \$150,000 after the following events have occurred:
 - a) Final Preliminary Plat approval, and issuance of a Conditional Use Permit ("C.U.P.") for the P.U.D.. "Final Approval" for these purposes and hereinafter in this Agreement shall mean final action by the County (i.e. after the expiration of all administrative appeals), and the expiration of time for or final resolution of all judicial appeals;and,
 - b) the County has approved and is prepared to proceed with one of the aforesaid projects, with scope and completion date reasonably acceptable to Developer.

2. Regarding any of the aforesaid Roseberry Access Projects which the County completes prior to final Concept Approval and Final Preliminary Plat / C.U.P. approval, as defined above, of the first phase of the P.U.D. which is submitted by the Developer for approval, then Developer's thirty (30) percent contribution shall be paid within sixty (60) days after the aforesaid approvals are final.
 3. Regarding the balance of the aforesaid Roseberry Access Projects, within sixty (60) days after award of the construction contract for the Project, Developer shall either:
 - a) Provide the County with surety acceptable to the County for Developer's thirty (30) percent share; or,
 - b) Deposit the funds into a Valley County interest bearing trust account.
 - c) In either case, Developer's contribution shall be paid to the County, pro rata, no later than ten (10) days after notice to the Developer of the County's approval of each of the Contractor's invoices.
 4. The Developer shall either pay in full or provide the County with surety acceptable to the County for Developer's required contributions to the aforesaid projects, as follows:
 - a) for Project 2, prior to Final Plat recordation for Phase 1;
 - b) for Project 3, prior to Final Plat recordation for Phase 2; and,
 - c) for Project 4, prior to Final Plat recordation for Phase 3.
 5. After the completion of the Preliminary Engineering / Corridor Study, the parties shall re-evaluate the aforesaid surety schedule and/or the phasing of the aforesaid projects.
- D. Maintenance:** The County will continue to provide year-round maintenance of the Roseberry access road at a level which is within the sole discretion of the Board of County Commissioners.
- E. Other Contributions:** The County will negotiate comparable capital contribution agreements with future developers of land within the use area serviced by the Roseberry access corridor in order to secure proportionate contributions to the cost of the aforesaid projects.

F. **Donnelly Intersection:** Developer agrees to pay the City of Donnelly's share of the costs incurred for improvements to the intersection of State Highway 55 and Roseberry Road in Donnelly, not to exceed \$600,000, as follows:

1. \$100,000 shall be due and owing thirty (30) days after the last to occur of the following:
 - a) Developer has received final Concept Approval for the P.U.D. and final Preliminary Plat / C.U.P. Approval for the First Phase of the P.U.D. which is submitted by Developer for County approval;
 - b) Developer and the State of Idaho have entered into a Final Lease Agreement regarding, or the State has rendered a final, irrevocable commitment to lease to Developer the State land included in the Project; and,
 - c) the City of Donnelly and the Idaho Transportation Department have executed a contract for planning and design of the intersection.
2. The balance of \$500,000 shall be paid no later than sixty (60) days after the award of the construction contract for the Project, or as required by the Idaho Transportation Department.

III. **Regional Transportation:**

The Developer will work with Valley County and ITD to establish a public transportation network to reduce traffic and the need for personal vehicles. The Developer believes that an efficient transportation system is important to insure that its guests have a high quality experience. Because of this, the resort's land plan includes a transportation center to facilitate mass transportation as well as special parking for buses and vans.

- A. **Boise to WestRock Transportation:** Developer agrees to exercise due diligence in reaching agreement with appropriate carriers to supply this service concurrently with the opening of the resort. If any guarantees are necessary to initiate operation, Developer agrees to fund one hundred percent (100%) of such guarantees; provided, the guarantees may be shared with other developers or operators.
- B. **Valley County Transportation:** The Developer will be a pro-rata partner with other commercial enterprises in any effort by the County to develop such a system.
- C. **Transportation of Construction Workers:** It is presently contemplated that construction workers will use private cars or vans. Upon request by the County, if

the need arises, WestRock agrees to finance van transportation to and from the major RV parks and other locations where workers imported into the area are most likely to stay.

IV. Affordable Housing for Employees:

Affordable, employee housing shall be provided according to the Application filed on March 23, 2001, as amended.

V. School Systems:

Developer shall mitigate the impacts of the Project on the McCall-Donnelly and Cascade School Districts, as follows:

A. Cascade School District:

1. Developer shall make a one-time payment of \$7,000 to the District for each WestRock direct impact New Student Enrollee;
2. Developer shall make a one-time payment of \$10,500 to the District for each WestRock direct impact special needs / LEP New Student Enrollee;
3. "Direct impact" for these purposes shall mean any student: (1) whose custodial parent or parents is employed at the time of enrollment at the WestRock Project (i.e. within the boundaries of the P.U.D.), whether directly by WestRock, by an independent contractor or sub-contractor, or by an independent business, person or entity, including construction workers; or, (2) whose custodial parent or parents is a resident within the Project (which shall include both owners and renters);
4. "New Student Enrollee" means a student who was not enrolled in and did not reside in the District in the prior school year.
5. Developer's aforesaid obligation shall apply to direct impact students who enroll in the District, for the first time, after Developer's commencement of substantial work on the Project. "Substantial work" for these purposes shall be defined as the commencement of work, except for Preliminary Site Work, pursuant to any C.U.P. which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively (hereinafter "the school mitigation start date");
6. Developer's aforesaid obligation shall continue for a period of fifteen (15) years following the school mitigation start date; provided, it is understood that Developer shall make only one payment, as defined above, for each New Student Enrollee, regardless of whether that student continues thereafter to attend school within the District;

7. On or before the school mitigation start date, Developer shall advance \$200,000 to the District, as a prepayment toward Developer's aforesaid obligations. This payment shall constitute a credit against Developer's aforesaid obligations. However, in the event that, over the fifteen (15) year life of Developer's aforesaid obligations, the total moneys owing to the District do not exceed or are less than \$200,000, the District shall be entitled to retain the entire \$200,000; and, Developer shall not be entitled to any refund of any portion thereof;
8. Commencing with the school mitigation start date, the District shall screen New Student Enrollees and shall provide Developer with quarterly statements regarding each New Student Enrollee, with sufficient detail to enable Developer to confirm whether or not the student is a WestRock direct impact New Student Enrollee. These reports shall continue throughout the fifteen (15) year life of Developer's aforesaid obligation; and,
9. If the District receives a sufficient number of New Student Enrollees to produce a total payment obligation for Developer of \$200,000, then, thereafter, the District shall provide a written request for the aforesaid mitigation payments, with its quarterly report, in the event that it has enrolled a new WestRock direct impact new student. Within thirty (30) days after receipt of the quarterly statement, Developer shall provide the funds required by this Agreement.

B. McCall-Donnelly School District:

1. Developer shall make a one-time payment of \$6,500 to the District for each WestRock direct impact New Student Enrollee. In the event that said student re-enrolls in the District in the school year immediately following the student's first year of new enrollment, then Developer shall pay the District an additional \$3,250 for such student;
2. Developer shall make a one-time payment of \$9,750 to the District for each WestRock direct impact special needs / LEP New Student Enrollee; and, if such student re-enrolls in the District, as aforesaid, Developer shall pay \$4,875 in the second year of enrollment for such student
3. "New Student Enrollee" means a student who was not enrolled in and did not reside in the District in the prior school year.
4. "Direct impact" for these purposes shall mean any student: (1) whose custodial parent or parents is employed at the time of enrollment at the WestRock Project (i.e. within the boundaries of the P.U.D.), whether directly by WestRock, by an independent contractor or sub-contractor, or by an independent business, person or entity, including construction workers; or, (2) whose custodial parent or parents is a resident within the Project (which shall include both owners and renters);

5. Developer's aforesaid obligation shall apply to direct impact students who enroll in the District, for the first time, after Developer's commencement of substantial work on the Project. "Substantial work" for these purposes shall be defined as the commencement of work, except for Preliminary Site Work, pursuant to any C.U.P. which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively (hereinafter "the school mitigation start date");
6. Developer's aforesaid obligation shall continue for a period of five (5) years following the school mitigation start date;
7. Commencing with the school mitigation start date, the District shall provide the Developer with quarterly statements providing sufficient detail and data regarding each newly enrolled student in the District to enable the Developer to confirm whether or not such students are WestRock direct impact New Student Enrollees. In the event that the New Student Enrollees for the quarter covered by the statement include WestRock direct impact students, then the statement shall be accompanied by a bill to the Developer for the aforesaid payments. The Developer shall provide the District with the aforesaid payments within thirty (30) days after the billing.
8. The Developer shall pay the District \$325,000 for facilities and facilities' upgrades, which sum shall be payable as follows:
 - a) Developer shall pay the District \$65,000 on or before the school mitigation start date and an identical sum on the first, second, third and fourth annual anniversaries thereof; provided,
 - b) The District shall provide the Developer with a Capital Improvement Plan, which shall describe the facilities or facilities upgrades which the District proposes to complete with the aforesaid \$325,000.00 contribution. To allow the opportunity for the Developer to comment on the Plan and for the Board to consider any such comments, the aforesaid payments shall be due on the later of the school mitigation date or 60 days after the Plan has been provided to the Developer. However, the Board shall have sole discretion over the final ingredients of the Plan.

- C. **Sureties:** Prior to the County's final approval, as defined hereinabove, of any Final Plat . which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively, Developer shall provide the Board of County Commissioners with surety acceptable to the County for the total moneys which Developer could reasonably be expected to pay to the two (2) Districts assuming build out of and completion of all work related to that Final Plat . under

the terms of the aforesaid school mitigation agreements. Prior to final approval of each Final Plat for the Project thereafter, similar surety shall be provided to the Board of County Commissioners for the total payments which Developer could reasonably be expected to be required to make to the Districts, assuming buildout of and completion of all work related to that particular Final Plat

VI. Services Financed from the County General Fund:

- A. The Developer shall pay the sum of \$525,000 to the County for the impacts of the development on County services, as follows:
 - 1. The sum of \$175,000 no later than thirty (30) days' prior to Developer's commencement of substantial work on the Project. In the event that any judicial appeal of County approval of the P.U.D. or of a C.U.P. is filed by a third-party, then Developer shall pay \$25,000 of the aforesaid sum upon request from the County. ("Substantial work" shall be defined as the commencement of work, except for Preliminary Site Work, pursuant to any C.U.P. which plats or provides utilities for twenty (20) or more lots, either within that C.U.P. alone, or cumulatively).
 - 2. The sum \$175,000 one year thereafter; and
 - 3. The sum of \$175,000 two years thereafter.
- B. These impact funds shall be disbursed by the Board of Commissioners of Valley County, as deemed necessary by them to address the impacts of the development. It is anticipated that disbursements will be made for impacts on the Sheriff's Office, the Planning & Zoning Department, the Prosecutor's Office, the District Court Facilities, the Valley County Dispatch, and other County services.
- C. In addition, Developer, and its agents and assigns, shall pay the fees required by prevailing Valley County Ordinances for plan review, to cover the cost to Valley County of review of building permit submittals.
- D. Upon the request of the County, Developer shall submit surety acceptable to the County for the aforesaid total sum of \$525,000, less any sums already paid to the County, as a condition of the recordation of the first Final Plat for the Project, or any portion thereof, which is approved by the County.

VII. Fire & Emergency Services:

Developer will build a station with fire and emergency services (the "Station"). This Station will be part of a separate fire district staffed by full-time professionals and volunteers, which will have reciprocal support agreements with its neighbors. This Station will open by the end of the third year of construction. During the first three (3)

years of construction, fire and emergency services will be provided by the Donnelly Rural Fire Protection Association, and, in some cases, by their McCall and Cascade counterparts. Developer shall mitigate the impacts of the Project during these first three (3) years, as follows:

- A. Commencing no later than thirty (30) days prior to Developer's commencement of "substantial work" on the Project, as the same is defined hereinabove, Developer shall contribute the sum of \$10,000 per year to the Donnelly Association for a period of three (3) years (i.e. a total of three [3] payments);
- B. Developer shall guarantee the fees of the Donnelly Association and the McCall and Cascade Fire Protection Districts for ambulance runs related to WestRock, as follows:
 - 1. Developer's obligation shall be to guarantee or underwrite the Association's or Districts' fees, at then prevailing fee schedule rates, for ambulance runs related to WestRock; provided, Developer's obligation shall be limited to the difference between the Association's and the Districts' total fees for a particular WestRock related ambulance run and the sum which the Association's and Districts are able to collect from the benefited party or his/her insurance carrier or provider;
 - 2. the Association and Districts shall make diligent efforts to recover the full cost of each ambulance run which is related to WestRock from the person who is transported by the Association or Districts or his/her insurance carrier or provider; and, to the extent allowed by law, the Association and Districts shall subordinate and assign to WestRock their right to collect such sums from any person from whom the Association or Districts collect less than their full fee schedule;
 - 3. Developer's guarantee to underwrite such fees shall continue for three (3) years following the date on which substantial work on the Project commences, as defined above;
 - 4. the Association and Districts shall provide the Developer with a monthly statement, which itemizes and details each ambulance run for which the Association or District seeks reimbursement and which further documents the Association's or District's efforts to collect the fees associated therewith and the results of those efforts;
 - 5. within fifteen (15) days after Developer's receipt of the statement, Developer shall pay the Association or District the sums required under the terms of this Agreement;

6. a “WestRock related ambulance run” shall mean a run in which any of the following persons is transported:
 - a) a person who at the time of the run is principally employed at the WestRock Project, whether directly by WestRock, by an independent contractor or sub-contractor, or by an independent person, entity or business, including construction workers; and,
 - b) residents within the Project, including both owners and renters.
7. the Board of Commissioners shall have the discretion to require security for Developer’s aforesaid obligations as a condition of the recordation of individual Final Plats for the Project.

C. In addition to the payments specified above, no later than 30 days after Developer’s commencement of any Preliminary Site Work, Developer shall pay the sum of \$10,000.00 to the Donnelly Association, to mitigate any interim impacts of the Developer’s activities on the Association.

D.. The parties acknowledge that the Project’s impacts on fire and emergency services need to continue to be evaluated and monitored, as does the issue of how to best provide ambulance services County-wide. Developer and the Donnelly Association shall continue to review options and negotiate in good faith. The Board will review this issue with each Final Plat which is submitted by Developer for Board approval..

VIII. Capital Contribution Process:

In the event that any of the aforesaid beneficiaries of this Agreement (i.e. the County, the Donnelly Rural Fire Protection Association, the McCall Fire District, the Cascade Fire District, the Cascade School District, the McCall-Donnelly School District or the City of Donnelly) conclude that a capital contribution is due and owing under the terms of this Agreement and has not been paid, then such beneficiary shall provide Developer with written notice specifying the contribution which is owed. Within thirty (30) days after the date of the request, Developer shall either pay the requested capital contribution, in accordance with the terms of this Agreement; or, if Developer does not believe that the request is proper under the terms of this Agreement, the Developer shall provide the said beneficiary and the County with written notice of the basis for Developer’s objection to the request. In case such an objection by Developer is lodged, then the said Beneficiary and Developer shall meet within fourteen (14) days after the date of such objection and negotiate in good-faith to resolve the issues raised by the objection. In the event that such negotiations do not resolve the dispute, then Developer and the Beneficiary shall present their positions to the Board of County Commissioners, who shall decide whether the requested contribution is, in fact, owed under the terms of this Agreement. Appeal from the decision of the Board shall be allowed, as provided by Idaho law. As a condition of the appeal, the Developer shall tender to the County the entire amount in dispute or shall supply the County with surety for such amount in a form acceptable to the County.

IX. Miscellaneous Provisions:

- A. **Succession:** The terms of this agreement shall be binding on and shall inure to the benefit of the assigns and successors of the Developer.
- B. **State Lease Contingency:** Developer's performance of its obligations and duties defined herein shall be contingent upon Developer and the State of Idaho entering into a final and binding Lease Agreement for and regarding the State Lands which are part of the Project.
- C. **Unanticipated Impacts:** The provisions of this Agreement and of the Capital Contribution Agreement shall be evaluated on an ongoing basis as C.U.P.'s implementing the Project are submitted for County review. If unanticipated impacts arise, then Developer and the County shall negotiate in good-faith regarding mitigations of those impacts.
- D. **Severance of Provisions:** In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of the Agreement shall continue in effect.
- E. **Developer's Compliance with VCLUDO:** The terms of this Agreement shall not excuse or alter the Developer's responsibility to comply with the requirements of the VCLUDO, nor of any C.U.P. which is issued for the Project, or any phase thereof.
- F. **Warranty of the Parties:** The parties to this Agreement each warrant that they have all necessary authority to execute this Agreement.
- G. **Relationship of the Parties:** This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and Developer.
- H. **Article and Section Captions:** The Article and Section captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.
- I. **Preparation of Agreement:** Each party has participated in negotiating and drafting this Agreement and, therefore, no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- J. **Modification:** This Agreement represents the entire agreement between the parties as of the date of its execution. It may not be amended or modified except by means of a subsequent written agreement properly executed by all parties.
- K. **Venue in the Event of Dispute:** This Agreement is entered into in Valley County in the State of Idaho, and shall be construed in accordance with the laws of the State of

Idaho. Venue for any dispute between the parties shall be the Fourth District Court in and for the State of Idaho, County of Valley.

- L. **Attorney's Fees for Prevailing Party:** In the event that a dispute arises between the parties regarding the enforcement of any provision of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorneys fees and costs incurred.
- M. **Assignability:** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the prior written consent of the County. The County shall not withhold its consent unless it fails to receive reasonable satisfaction of the assignee's financial ability to perform and/or surety agreements satisfactory to the County for Assignee's assumption of Developer's obligations. Developer shall give notice to the County of any proposed assignment and provide such information regarding the proposed assignee as may be reasonably required by the County to evaluate such assignee's financial capabilities. The County shall respond in writing to the request for assignment within sixty (60) days after the date of notice of the assignment. Developer's conveyance of individual parcels or tracts of lands to builders, users, or other developers shall not be deemed to be an assignment of and shall not relieve Developer of Developer's responsibilities hereunder.
- N. **Notices:** All notices required under the terms of this Agreement shall be given in writing by personal service or by certified mail to the parties at the following addresses:
1. **To the County:** Valley County Board of County Commissioners
P. O. Box 1350
Cascade, Idaho 83611
- With Copies to:** Valley County Prosecuting Attorney
Valley County Courthouse
P. O. Box 1350
Cascade, Idaho 83611
2. **Developer:** Jean-Pierre Boespflug
WestRock Associates, LLC
c/o Cross Atlantic Ventures, LLC
56 Hawthorne Village Road
Nashua, NH 03062
- Donald K. Weilmunster
WestRock L.P.
P. O. Box 4
Garden Valley, ID 83622

With Copies to:

Steven J. Millemann, Esq.
Millemann, Pittenger, McMahan & Pemberton, LLP
Attorneys at Law
P. O. Box 1066
McCall, ID 83638

Any party may change its address for purposes of Notice under this Agreement, by giving written notice to the other party of the name and address change.

- O. **Remedies Upon Default:** In addition to any and all remedies which might be available to the parties under the terms of this Agreement or by law, in the event of an uncured default of this Agreement, the non-defaulting party shall be entitled to the imposition of specific performance and/or injunctive relief. All remedies available to a party shall be deemed cumulative and the selection of one remedy shall not be deemed a waiver of any other right or remedy.
- P. **Non-Waiver:** The failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right.

VALLEY COUNTY BOARD OF COMMISSIONERS:

By: Terry F. Gestrin
Commissioner / Chairman Terry F. Gestrin

Date: 10 JUNE 2002

By: F. Phillip Davis
Commissioner F. Phillip Davis

Date: 6/10/2002

By: Thomas W. Kerr
Commissioner Thomas W. Kerr

Date: 6-10-2002

ATTEST:

VALLEY COUNTY CLERK:

Leland G. Heinrich
LELAND G. HEINRICH

Date: 6-10-2002

WESTROCK L.P.

By: Don Weilmunster
DON WEILMUNSTER

Date: 6-10-02

WESTROCK ASSOCIATES, LLC

By:


JEAN-PIERRE BOESPFLUG

Date:

6/25/92

WESTROCK, INC.

By:


DON WEILMUNSTER

Date:

6/26/92

01/05/2022 16:30:26
RHETA CLINGAN
FN150

VALLEY COUNTY

PAGE: 1
CERTIFICATE NO: 2003-0001017
DATED: 04/21/2003
*** COPY ***

AUDITOR'S CERTIFICATE

TO THE TREASURER OF VALLEY COUNTY , IDAHO

YOU ARE HEREBY AUTHORIZED TO RECEIVE \$ 50,000.00 COVERING ITEMS AS LISTED BELOW.

DEPUTY

DOUGLAS A. MILLER

VALLEY COUNTY AUDITOR

----- NAME / SOURCE -----

----- PURPOSE FOR WHICH PAID -----

TAMARACK RESORT LLC

FOR TRANSPORTATION PLAN

ACCOUNT NO.	ACCOUNT DESCRIPTION	TREASURER'S CASH DEBIT AMOUNT	REVENUE CREDIT AMOUNT
0002-00-0391-0013	CONTRACTS- RDA		50,000.00
0002-00-0100-0000	ROAD AND BRIDGE	50,000.00	
TOTALS		50,000.00	50,000.00

RECEIVED FROM TAMARACK RESORT LLC

***** FIFTY THOUSAND AND XX / 100 DOLLARS *****

AS PER STATEMENT ABOVE, WHICH AMOUNTS HAVE BEEN APPORTIONED TO THE VARIOUS FUNDS
AS SHOWN BY THE AUDITOR'S CERTIFICATE HERETO ATTACHED.

DATED AT CASCADE , IDAHO

JOHANNA DEFOORT
VALLEY COUNTY TREASURER

DEPUTY

OPERATOR: JOANN

CERTIFICATE NO: 2003-0001017
DATED: 04/21/2003
*** COPY ***

01/05/2022 16:35:27
RHETA CLINGAN
FN150

VALLEY COUNTY

PAGE: 1
CERTIFICATE NO: 2005-0000457
DATED: 12/14/2004
*** COPY ***

AUDITOR'S CERTIFICATE

TO THE TREASURER OF VALLEY COUNTY , IDAHO

YOU ARE HEREBY AUTHORIZED TO RECEIVE \$ 175,000.00 COVERING ITEMS AS LISTED BELOW.

_____ DEPUTY		DOUGLAS A. MILLER _____ VALLEY COUNTY AUDITOR	
----- NAME / SOURCE ----- TAMARACK RESORT		----- PURPOSE FOR WHICH PAID ----- CAPITAL CONTRIBUTION	
ACCOUNT NO.	ACCOUNT DESCRIPTION	TREASURER'S CASH DEBIT AMOUNT	REVENUE CREDIT AMOUNT
0001-00-0391-0013	CONTRACTS, OTHER		175,000.00
0001-00-0100-0000	GENERAL FUND	175,000.00	
TOTALS		175,000.00	175,000.00

RECEIVED FROM TAMARACK RESORT

***** ONE HUNDRED SEVENTY-FIVE THOUSAND AND XX / 100 DOLLARS *****
AS PER STATEMENT ABOVE, WHICH AMOUNTS HAVE BEEN APPORTIONED TO THE VARIOUS FUNDS
AS SHOWN BY THE AUDITOR'S CERTIFICATE HERETO ATTACHED.

DATED AT CASCADE , IDAHO

JOHANNA DEFOORT
VALLEY COUNTY TREASURER

DEPUTY

OPERATOR: JOANN

CERTIFICATE NO: 2005-0000457
DATED: 12/14/2004
*** COPY ***

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RHIETA CLINGAN
FN150

VALLEY COUNTY

PAGE: 1
CERTIFICATE NO: 2006-0001430
DATED: 05/23/2006 8:51:37 am
COPY

AUDITOR'S CERTIFICATE

TO THE TREASURER OF VALLEY COUNTY , IDAHO

YOU ARE HEREBY AUTHORIZED TO RECEIVE \$ 175,000.00 COVERING ITEMS AS LISTED BELOW.

DEPUTY

----- NAME / SOURCE -----

TAMARACK RESORT LLC

DOUGLAS A. MILLER

VALLEY COUNTY AUDITOR

----- PURPOSE FOR WHICH PAID -----

DEVELOPMENT AGREEMENT

ACCOUNT NO.	ACCOUNT DESCRIPTION	TREASURER'S CASH DEBIT AMOUNT	REVENUE CREDIT AMOUNT
0001-00-0391-0013	CONTRACTS, OTHER		175,000.00
0001-00-0100-0000	GENERAL FUND	175,000.00	
TOTALS		175,000.00	175,000.00

RECEIVED FROM TAMARACK RESORT LLC

***** ONE HUNDRED SEVENTY-FIVE THOUSAND AND XX / 100 DOLLARS *****
AS PER STATEMENT ABOVE, WHICH AMOUNTS HAVE BEEN APPORTIONED TO THE VARIOUS FUNDS
AS SHOWN BY THE AUDITOR'S CERTIFICATE HERETO ATTACHED.

DATED AT CASCADE , IDAHO

JOHANNA DEFOORT
VALLEY COUNTY TREASURER

DEPUTY

OPERATOR: JOANN

CERTIFICATE NO: 2006-0001430
DATED: 05/23/2006 8:51:37 am
COPY

**WEST ROSEBERRY AREA
2007 ROADWAY CAPITAL IMPROVEMENT
PROGRAM COST ESTIMATE**



**ADOPTED BY VALLEY COUNTY
BOARD OF COUNTY COMMISSIONERS**

February 12, 2007

Exhibit A

WEST ROSEBERRY AREA 2007 ROADWAY CAPITAL IMPROVEMENT PROGRAM COST ESTIMATE

Location: West Roseberry Area

Study Boundary:

- North: ½ Mile North of West Roseberry Road
- South: Lake Cascade, Willow Creek
- West: Lake Cascade
- East: SH-55

Roadway Engineering/Construction Costs (Tier 1)

<u>Classification</u>	<u>Length</u>	<u>Cost/Mile</u>	<u>Total</u>
Local Roads	3.4 miles	\$650,000	\$2,210,000
Minor Collector	2.0 miles	\$750,000	\$1,500,000
Minor Collector - Partial	2.5 miles	\$1,070,000	\$2,675,000
Major Collector	1.2 miles	\$770,000	\$924,000
Concrete Bridge Decking	3840.0 ft ²	62.5/ft ²	\$240,000
Sub Total			\$7,549,000

Intersection Improvement Costs (unsignalized)

<u>Location</u>	<u>Cost</u>
SH-55 and West Roseberry (1/2 Cost)	\$125,000
Norwood and Roseberry	\$250,000
Sub Total	\$375,000

Right of Way Costs

Right of Way Acquisition: 25.6 acres @ \$20,000/acre \$512,000

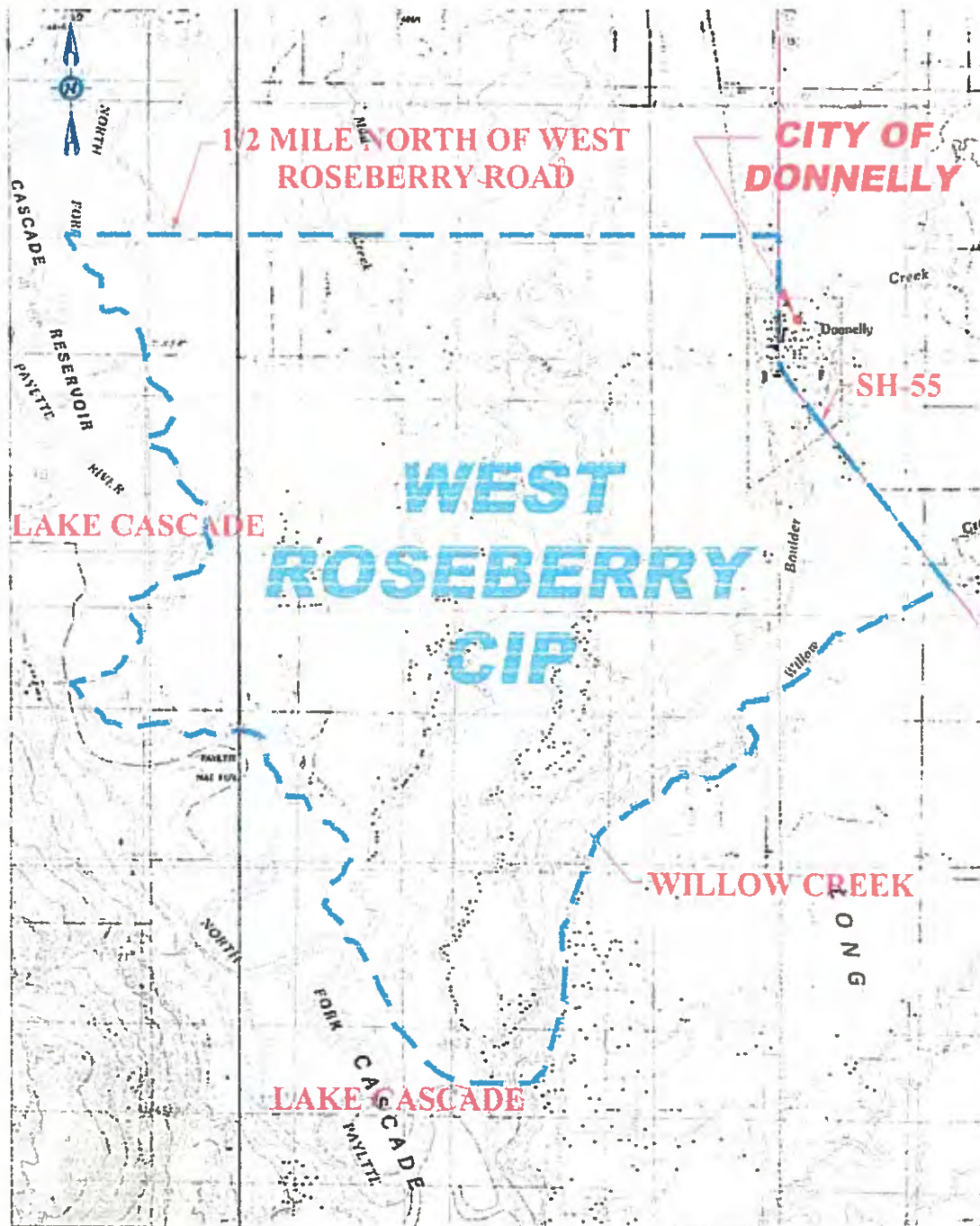
Capital Improvement Total Cost \$8,436,000

Based on a combined capacity of 17,000³ vpd level of service threshold, cost per vehicle trip= \$496.

For a typical single family residential development (8 trips/lot), cost per lot = \$3,968.
Costs will vary based on type of development and expected number/type of vehicle trips.

³ Assumes 2 outlets at 8,500 vpd each for a total of 17,000 vpd.

Exhibit B
WEST ROSEBERRY AREA
2007 ROADWAY CAPITAL IMPROVEMENT PROGRAM
MAP OF CIP AREA



**OSPREY POINT AREA
2007 ROADWAY CAPITAL IMPROVEMENT
PROGRAM COST ESTIMATE**



**ADOPTED BY VALLEY COUNTY
BOARD OF COUNTY COMMISSIONERS**

February 12, 2007

Exhibit A
OSPREY POINT AREA
2007 ROADWAY CAPITAL IMPROVEMENT PROGRAM
COST ESTIMATE

Location: Osprey Point (South West Mountain Road) Area

Study Boundary:

- North: Tamarack Falls Road
- South: Hurd Creek
- East: Cascade Lake
- West: Forest Service boundary

Roadway Engineering/Construction Costs (Tier 2)

<u>Classification</u>	<u>Length</u>	<u>Cost/Mile</u>	<u>Total</u>
Major Collector	10.5 miles	\$1,230,000	\$12,915,000
Sub Total			\$12,915,000

Additional Drainage Cost

10 culverts across West Mountain Road @ \$31,250 each \$313,000

Right of Way Costs

Right of Way Acquisition: 60.25 acres @ \$20,000/acre \$1,205,000

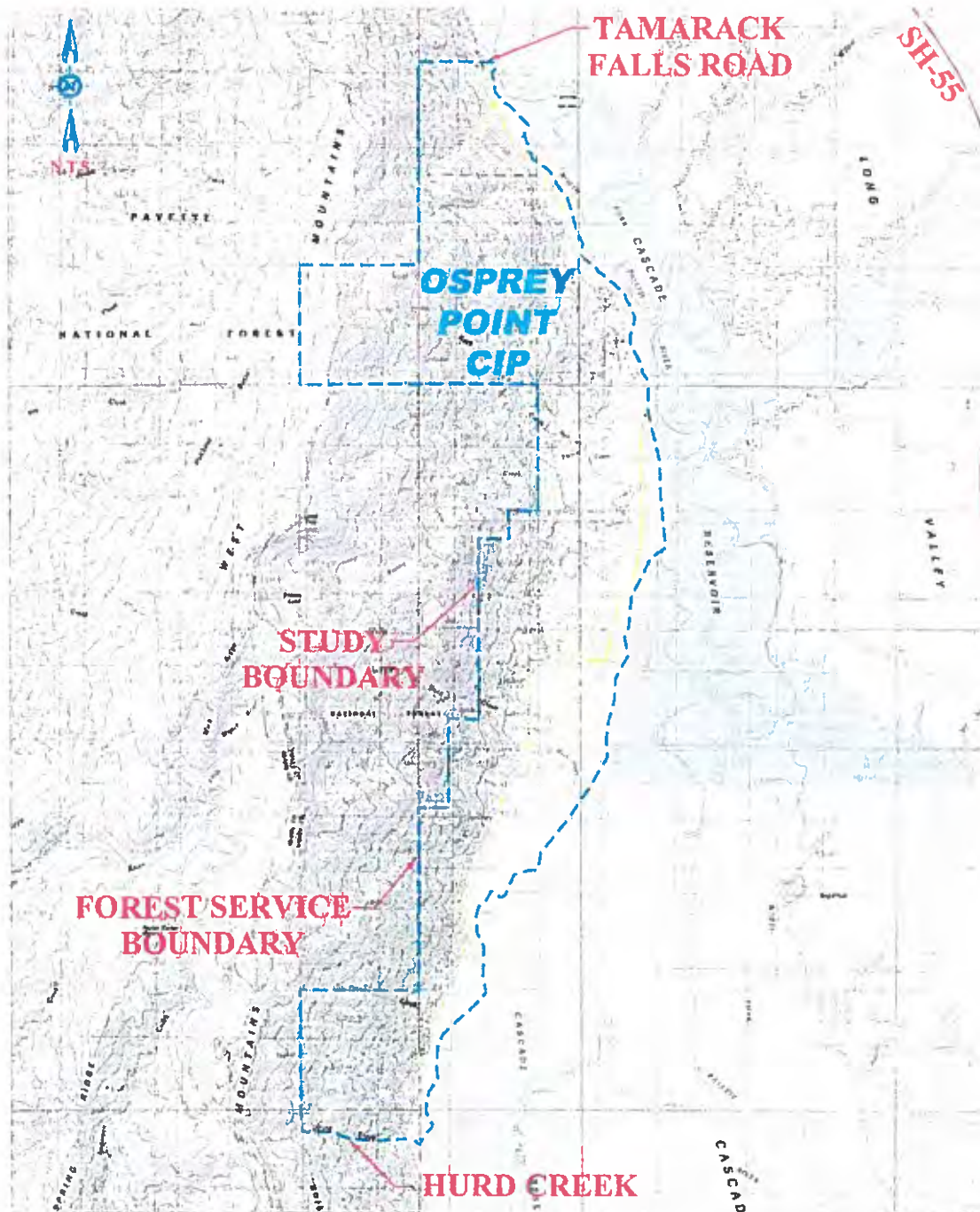
Capital Improvement Total Cost \$14,433,000

Based on a combined capacity of 17,000² vpd level of service threshold, cost per vehicle trip= \$849.

For a typical single family residential development (8 trips/lot), cost per lot = \$6,792. Costs will vary based on type of development and expected number/type of vehicle trips.

²Assumes 2 major collector outlets (north and south end of West Mountain Road) at 8,500 vpd.

Exhibit B
OSPREY POINT AREA
2005 ROADWAY CAPITAL IMPROVEMENT PROGRAM
MAP OF CIP AREA



**OSPREY POINT AREA
2005 ROADWAY CAPITAL IMPROVEMENT
PROGRAM COST ESTIMATE**



**ADOPTED BY VALLEY COUNTY
BOARD OF COUNTY COMMISSIONERS**

December 12, 2005

Exhibit A

OSPREY POINT AREA

2005 ROADWAY CAPITAL IMPROVEMENT PROGRAM

COST ESTIMATE

Location: Osprey Point (South West Mountain Road) Area

Study Boundary:

- North: Tamarack Falls Road
- South: Hurd Creek
- East: Cascade Lake
- West: Forest Service boundary

Roadway Engineering/Construction Costs

<u>Classification</u>	<u>Length</u>	<u>Cost/Mile</u>	<u>Total</u>
Major Collector ¹	10.5 Miles	\$850,000	\$8,925,000
Sub Total			\$8,925,000

¹Full Reconstruction

Additional Drainage Cost (culvert each 1 Mile)

10 culverts across West Mountain Road @ \$25,000 each \$250,000

Right of Way Costs

Right of Way acquisition: 60.24 acres @ \$14,000/acre \$843,000

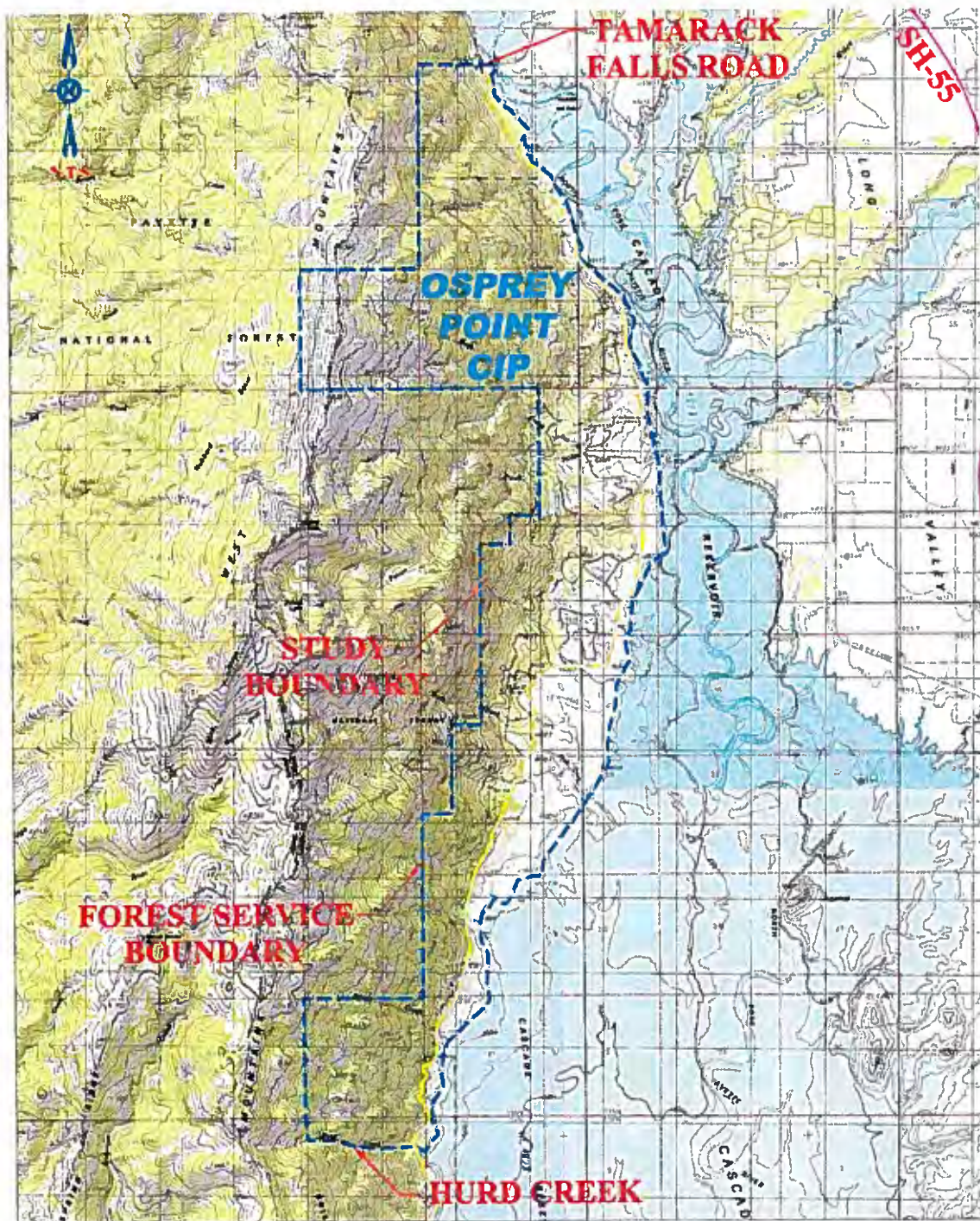
Capital Improvement Cost Total \$10,018,000

**Based on a combined capacity of 17,000² vpd level of service threshold,
cost per vehicle trip = \$589.**

For a typical single family residential development (8 trips/lot), cost per lot = \$4,712. Costs will vary based on type of development and expected number/type of vehicle trips.

²Assumes 2 major collector outlets (north and south end of West Mountain Road) at 8,500 vpd.

Exhibit B
OSPREY POINT AREA
2005 ROADWAY CAPITAL IMPROVEMENT PROGRAM
MAP OF CIP AREA



Donnelly to Tamarack Area Only

Road Development Agreement (RDA) & Capital Contribution Agreement list

CIP	CUP	Name	Developer, etc.	# lots	Instrument	Recording Date	Contribution	Date Signed	Comments
West Roseberry	04-33	Crane Shores	Crane Shores LLC	90	304845	1/13/2006	\$98,646.00	1/9/2006	ROW dedicated \$2,135.00 Construction by Developer of \$54,115.00
West Roseberry	03-28	Hawks Bay Estates Phase 1 & 2 - Capital Contribution Agreement	W&S Investments INC	74 (4 non buildable lots)	290597	12/16/2004	\$88,444.00	12/6/2004	ROW dedicated \$33,260.00
West Roseberry	06-51 '05-29	Highland (fka Highland View & Highland Woods)	Jerry Caven	166			ROW Dedicated	12/13/2004	ROW of \$103,040 owe back in 2014
West Roseberry	05-27	Hoot Owl Subdivision	Frank Skinner and Earl Skinner	2	300817	9/28/2005	\$1,844.00	9/26/2005	Cash Only
West Roseberry	PUD 04-01	Meadows at West Mountain Capital Contribution Agreement	Buckskin Properties INC	229 (includes 11 common lots)	285976	8/4/2004	ROW Dedicated	7/12/2004	ROW dedicated \$91,142.00 \$11,850 credited - Phase II
West Roseberry	PUD 04-01	Meadows at West Mountain Phase 2 & 3					\$232,160.00	9/26/2005	ROW dedicated \$3,086.00 + \$11,850.00 credit
West Roseberry	PUD 04-01	Meadows at West Mountain Phase 2 & 3	Buckskin Properties INC		300816	9/27/2005	ROW Dedicated		ROW dedicated - Value Unknown
Osprey Point	04-38	Roseberry Park Subdivision Capital Contribution Agreement	Donald & Ellen Harris	2	290964	12/29/2014	ROW Dedicated	12/20/2004	Owed \$3,688 - ROW worth \$7,770 VC Reimbursement \$4,082.00
West Roseberry	06-37	Statewide Construction Office	Brian Wanner	---	----	----	\$3,474.00	10/9/2007	ROW dedicated \$4,524.00
West Roseberry	06-22	Todd Cluff Realty Office	Todd D. Cluff	---	313214	9/12/2006	\$6,454.00	9/11/2006	Cash Only
Osprey Point	PUD 98-01	WestRock amended Capital Contribution Agreement	WestRock Associates LLC and WestRock INC		-----	-----	\$1,985,000.00	6/10/2002	In-kind Work
West Roseberry	04-22	Woods on Norwood Subdivision, The	Donnelly Land Development LLC	16	328491	1/16/2008	\$27,417.00	12/17/2007	ROW dedicated \$2,087.00

The Meadows at West Mountain – Phase 2

ROAD DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 26th day of September, 2005, by and between Buckskin Properties Inc., whose address is P.O. Box 145, Donnelly, Idaho 83615, the **Developer** of that certain Project in Valley County, Idaho, known as the **Meadows at West Mountain – Phase 2**, and **Valley County**, a political subdivision of the State of Idaho, (hereinafter referred to as "Valley County").

RECITALS

Developer has submitted a subdivision application to Valley County for approval of a 158 lot residential development known as the Meadows at West Mountain – Phase 2.

Through the development review of this application, Valley County identified certain unmitigated impacts on public services and infrastructure reasonably attributable to the Project.

Developer has agreed to participate in the cost of mitigating these impacts by contributing its proportionate fair share of the cost of the needed improvements identified in the Agreement and listed on the attached Exhibit A.

Valley County and the Developer desire to memorialize the terms of their agreement regarding the Developer's participation in the funding of certain of the aforesaid improvements.

AGREEMENT

Therefore, it is agreed as follows:

1. **Capital Improvement Program:** A listing and cost estimate of the West Roseberry Area 2005 Roadway Capital Improvement Program, incorporating construction and right-of-way needs for the project area is attached as Exhibit A.
2. **Proportionate share:** Developer agrees to a proportionate share of the road improvement costs attributable to traffic generated by the Meadows at West Mountain – Phase 2 as established by Valley County. Currently this amount has been calculated by the Valley County Engineer to be \$461 per average daily vehicle trip generated by the Project. Refer to Exhibit A and Exhibit B for details of the West Roseberry Area 2005 Capital Improvement Program Cost Estimate. Road impact mitigation may be provided by Developer contribution of money or other capital offsets such as right-of-way, engineering or in-kind construction. Such an offset to the road improvements is addressed in paragraph 3 of this Agreement.
3. **Capital contribution:** Developer agrees to pay a sum equal to \$1,844 (an average of 8 trips per lot x 1/2 (50% split) x \$461 per trip) per each of the 62 single family

residential lots. Developer agrees to pay a sum equal to \$1,383 (an average of 6 trips per unit x ½ (50% split) x \$461 per trip) per each of the 96 apartment dwelling units. The Developer's proportionate share of the road improvements identified in Exhibit A for the 158 residential units shown on the subdivision application is \$247,096 less the following offsets:

Existing Credit of \$11,850 for roadway right-of-way dedicated under Phase I of this development and documented under the subsequent Road Development Agreement approved by Valley County on July 26, 2005.

Dedicated roadway right-of-way as shown on the Final Plat and more specifically described as: Ten (10) feet adjacent to Roseberry Road for a distance of 960', and totaling 0.2204 acres. The value of the dedicated ROW is \$3,086.

The total value of the dedicated ROW is \$14,936.

The developer agrees to pay Valley County the difference between their proportionate share of roadway costs (\$247,096) less the offsets for dedicated right-of-way (\$14,936) for a total cash payment of \$232,160 due prior to recordation of the Final Plat.

4. The contributions made by Developer to Valley County pursuant to the terms of this Agreement shall be segregated by Valley County and earmarked and applied only to the project costs of the road improvement projects specified in Exhibit A or to such other projects as are mutually agreeable to the parties.
5. The sale by Developer of part or all of the Project prior to the platting thereof shall not trigger any payment or contribution responsibility. However, in such case, the purchaser of such property, and the successors and assigns thereof, shall be bound by the terms of this Agreement in the same respect as Developer, regarding the property purchased.
6. *Recordation:* It is intended that Valley County will record this Agreement. The intent of the recordation will be to document the official aspect of the contractual obligation set forth in this Agreement. This Agreement will not in any way establish a lien or other interests in favor of Valley County as to any real property owned by the Developer at the time of recording, or any real property that may be acquired by the Developer on any date after the recording of this Agreement.

By: Jack A. Charters Date: 9/26/05
Jack A. Charters, member of Buckskin Properties, Inc., Developer

VALLEY COUNTY BOARD OF COMMISSIONERS:

By: excused Date: _____
Commissioner/Chairman F. Phillip Davis

By: Thomas W. Kerr Date: 9-26-05
Commissioner Thomas W. Kerr

By: F. W. Eld Date: 9/26/05
Commissioner F. W. Eld

ATTEST:

VALLEY COUNTY CLERK:

Leland G. Heinrich Date: 9/26/05
Leland G. Heinrich

STATE OF IDAHO)

) ss.

COUNTY OF VALLEY)

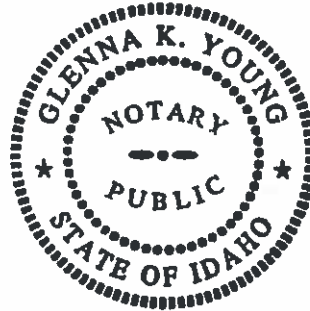
On this 26th day of September 2005, before me, Glenna K. Young,
the undersigned, a Notary Public in and for said State, personally appeared
Jack A Charters and acknowledged to me that they executed the same.

In witness whereof, I have unto set my hand and affixed my official seal the day and year
first above written.

Glenna K. Young
Notary Public for Idaho

Residing at: Cascade
Idaho 83611

My Commission Expires: July 30, 2011



STATE OF IDAHO)

) ss.

COUNTY OF VALLEY)

On this 26 day of September 2005, before me, Jayne Novotny,
the undersigned, a Notary Public in and for said State, personally appeared Thomas W. Kerr & F.W. Cid
Thomas W. Kerr & F.W. Cid and acknowledged to me that they executed the same.

In witness whereof, I have unto set my hand and affixed my official seal the day and year
first above written.

Jayne Novotny
Notary Public for Idaho

Residing at: Cascade Id

My Commission Expires: 11-02-08

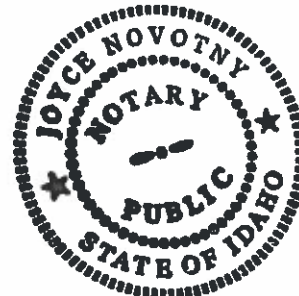


EXHIBIT A

DONNELLY TO TAMARACK ROAD IMPROVEMENTS PHASE 1 PROGRAM SUMMARY JAN. 7, 2004

ITEM NO.	PROJECT	ESTIMATED COST
1	DONNELLY TO TAMARACK OVERLAY	\$1,150,000
2	W. ROSEBERRY ROAD EXTENSION	\$1,600,000
3	CAUSEWAY ENGINEERING (PRELIM.)	\$85,000
4	W. ROSEBERRY RD. BRIDGE (95% COMPLETE)	\$590,000
5	WEST MT. ROAD CULVERTS (95% COMPLETE)	\$55,000
6	RIGHT-OF-WAY ACQUISITION	\$300,000
7	ROSEBERRY/NORWOOD INTERSECTION	\$200,000
8	CORRIDOR STUDY	\$50,000
9	ROCK CREEK BRIDGE	\$60,000
10	POISON CREEK BRIDGE	<u>\$60,000</u>
		\$4,150,000

EXHIBIT B

DONNELLY TO TAMARACK ROAD IMPROVEMENTS PHASE 1 PROGRAM SUMMARY JAN. 7, 2004

ESTIMATED PHASE 1 COSTS

\$4,150,000

TRAFFIC CAPACITY (LOS-D)

9,000 VPD

TAMARACK RESORT @ 30%

**CAPITAL CONTRIBUTION
CAPACITY ALLOCATION**

1,245,000

2700 VPD

PLATTED DEVELOPMENT @ 40%

**CAPITAL CONTRIBUTION
CAPACITY ALLOCATION
PLATTED LOTS**

\$1,660,000

3600 VPD

900

FUTURE DEVELOPMENT @ 30%

**CAPITAL CONTRIBUTION
CAPACITY ALLOCATION
FUTURE LOTS**

\$1,245,000

2700 VPD

675

DEVELOPMENT COST PER FUTURE LOT

\$1,844 /LOT

DEVELOPMENT COST PER VEHICLE TRIP

\$461 /VPD