

Valley County Planning and Zoning

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



Phone: 208-382-7115
Fax: 208-382-7119
Email: cherrick@co.valley.id.us

STAFF REPORT:	C.U.P. 23-26 Legacy Ranch at Whitetail Club – Final Plat
HEARING DATE:	March 14, 2024
TO:	Planning and Zoning Commission
STAFF:	Cynda Herrick, AICP, CFM Planning and Zoning Director
APPLICANT:	Shore Lodge Whitetail LLC 501 W Lake Street, McCall, ID 83638
PROPERTY OWNER:	Sabala Whitetail LLC, c/o Dan Scott 501 W Lake Street, McCall, ID 83638
REPRESENTATIVE:	Amy Pemberton, Millemann Pemberton & Holm LLP PO Box 1066, McCall, ID 83638
SURVEYOR	Travis Foster, N V 5 690 S Industry Way, Suite 10, Meridian, ID 83642
LOCATION:	Parcel RP18N02E133560 located in the W ½ Section 29, T.18N, R.2E, Boise Meridian, Valley County, Idaho
SIZE:	Approximately 65 acres
REQUEST:	Final Plat of 6-lot Single-Family Residential Subdivision
EXISTING LAND USE:	Agricultural (Productive Forest)

Shore Lodge Whitetail 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. This plat includes six residential lots and 1.58 acres of open space on approximately 65 acres. Proposed lot sizes range from 6.5 acres to 15.5 acres. There is an additional Open Space Lot C with an existing storm basin pond.

Individual septic systems and individual wells are proposed. Residential landscaping and in-ground piping irrigation systems would be allowed in compliance with the Whitetail HOA guidelines. The site has electrical power and fiber-optic lines; underground utilities will be provided to each lot.

Greenbelt (pathway) and access easements are noted on the plat.

Variances are requested to allow a culdesac road longer than 900-ft, an accessory dwelling unit up to 3500-sqft on each lot, and wood-burning devices in each residence.

The lots would be accessed from a new paved private road onto a private road system in Adams County.

Draft CCRs containing a Wildland Urban Interface Fire Protection Plan have been submitted. Draft Private Road Declaration and a draft Declaration of Utilities have been submitted. A draft escrow account agreement (updated 1/17/2024) is proposed to assure that sufficient funds are available for the road improvements. This agreement is between the applicant and the Board of County Commissioners.

FINDINGS:

1. The preliminary plat was approved on June 15, 2023.
2. The final plat packet was submitted on February 8, 2024.
3. Legal notice was posted in the *Star News* on February 22, 2024, and February 29, 2024. The proposed final plat was posted on the Valley County website on February 13, 2024. **This is not a public hearing.**
4. Agency comment received since approval of preliminary plat:

Garrett de Jong, McCall Fire Chief, approved the final plat application. (Jan. 31, 2024)

Laurie Frederick, Valley County Cartography Department, recommended with minor corrections. (February 27, 2024)

Kenneth Dodd, PE, Valley County Engineer, listed questions and required changes to the site grading/stormwater management plan. (February 22, 2024)
5. Public comment received since approval of preliminary plat:

Kerstin Dietrich, The Land Group, has questions regarding original approvals and new requirements for roadway improvements in both Valley and Adams County. Access to Little Ski Hill and school bus routes are concerns. (February 29, 2024)

Planning and Zoning Director Herrick responded that Valley County only controls the road system within Valley County. There were no comments at the preliminary level concerning any of the roads through Adams County. (March 4, 2024)

STAFF QUESTIONS / COMMENTS / RECOMMENDATION:

- 1) There is no required floodplain note on the final plat.
- 2) What do the General Declarations say about lot splits?
- 3) Typically the NOTES are on the page with the lot so as to be relayed to future owners; can the NOTES be moved?
- 4) Approval of the by the Valley County Engineer for the site grading/stormwater management plan and the cost projections for completion of the project will be required prior to submittal of the final plat to the Board of County Commissioners.
- 5) The escrow agreement should include completion of any requirements for the fire department and wildland urban interface fire protection plan.
- 6) Will there be improvements to the greenbelt easement and who has control?

- 7) The following are the conditions of approval and comments as to whether the applicant has complied with each condition:

Approved Conditions of Approval – Instrument # 457684:

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. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit. ✓
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit. ✓
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. 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. ✓
4. The final plat shall be recorded within two years, or this permit will be null and void.
Must be recorded by June 27, 2025.
5. Sanitary Restrictions must be removed by Central District Health prior to recording the final plat. ✓
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. ✓
7. Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.
The roads will not be completed prior to recording the final plat. An escrow account agreement is proposed. After completion, the developer's engineer will certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.
8. A letter of approval is required from McCall Fire District. ✓ **January 31, 2024**
9. All easements shall be shown on the final plat, including irrigation and pathway easements. ✓
10. The Wildland Urban Interface Fire Protection Plan must be recorded with the final plat.
Exhibit B to the Supplemental Declaration for Legacy Ranch.
11. A Private Road Declaration must be recorded with the final plat. ✓ **Draft submitted.**
12. A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat
✓ **Draft submitted.**
13. CCR's should address lighting, wildfire prevention, noxious weeds, septic maintenance, water storage tank maintenance, fire wise wildland urban interface landscaping requirements, irrigation, sprinklers in each residence, and limit each residence to one wood-burning device. ✓ **Draft submitted.**
14. Shall place addressing numbers at the residence(s) and at the driveway entrance if the house numbers are not visible from the road. ✓

15. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. ✓ **A perimeter fence exists; Supplement Declaration 6.5 requires maintenance by the HOA.**
16. Must bury conduit for fiber optics with utilities. ✓
17. The following notes shall be placed in the notes on the face of the final plat: ✓ **Sheet 4**
- "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
 - "All lighting must comply with the Valley County Lighting Ordinance."
 - "Only one wood burning device per residence."
 - "Surrounding land uses are subject to change."
18. Lots shall not be reduced in size. **Note 8 on Sheet 4 must be modified.**
19. The wildland urban interface fire protection plan work must be completed and agreed upon prior to issuance of building permits. ✓
20. Must disclose to buyers in CCRs if all wildland urban interface fire protection plan work has not been completed on individual lots. ✓ **Supplement Declaration 7.11**

ATTACHMENTS:

- Conditional Use Permit
- Vicinity Map
- Aerial Map
- Responses
- Preliminary Plat
- Applicant's Submittal and Proposed Final Plat Received February 8, 2024
- Revised Escrow Agreement Dated January 17, 2024

END OF STAFF REPORT

Valley County Planning and Zoning

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



Instrument # 457684

VALLEY COUNTY, CASCADE, IDAHO
6-27-2023 11:33:50 AM No. of Pages: 3
Recorded for : P&Z [Recording Sticker]
DOUGLAS A. MILLER Fee: 0.00
Ex-Officio Recorder Deputy NA
Index to: COUNTY MISC

CONDITIONAL USE PERMIT N O. 23-26 Legacy Ranch At Whitetail Club

Issued to: **Sabala Whitetail LLC**
501 W Lake Street
McCall, ID 83638

Property Location: The site is approximately 65 acres and is Parcel
RP18N02E133560 located in the W ½ Section 29, T.18N, R.2E,
Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of June 15, 2023. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 23-26 with Conditions for establishing a single-family residential subdivision as described in the application, staff report, and minutes.

The effective date of this permit is June 27, 2023.

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. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. 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.
4. The final plat shall be recorded within two years, or this permit will be null and void.
5. Sanitary Restrictions must be removed by Central District Health prior to recording the final

plat.

6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
7. Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.
8. A letter of approval is required from McCall Fire District.
9. All easements shall be shown on the final plat, including irrigation and pathway easements.
10. The Wildland Urban Interface Fire Protection Plan must be recorded with the final plat.
11. A Private Road Declaration must be recorded with the final plat.
12. A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat.
13. CCR's should address lighting, wildfire prevention, noxious weeds, septic maintenance, water storage tank maintenance, fire wise wildland urban interface landscaping requirements, irrigation, sprinklers in each residence, and limit each residence to one wood-burning device.
14. Shall place addressing numbers at the residence(s) and at the driveway entrance if the house numbers are not visible from the road.
15. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.
16. Must bury conduit for fiber optics with utilities.
17. The following notes shall be placed in the notes on the face of the final plat:
 - "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
 - "All lighting must comply with the Valley County Lighting Ordinance."
 - "Only one wood burning device per residence."
 - "Surrounding land uses are subject to change."
18. Lots shall not be reduced in size.
19. The wildland urban interface fire protection plan work must be completed and agreed upon prior to issuance of building permits.
20. Must disclose to buyers in CCRs if all wildland urban interface fire protection plan work has not been completed on individual lots.

END CONDITIONAL USE PERMIT

Date June 27 2023

Approved by Jody Green

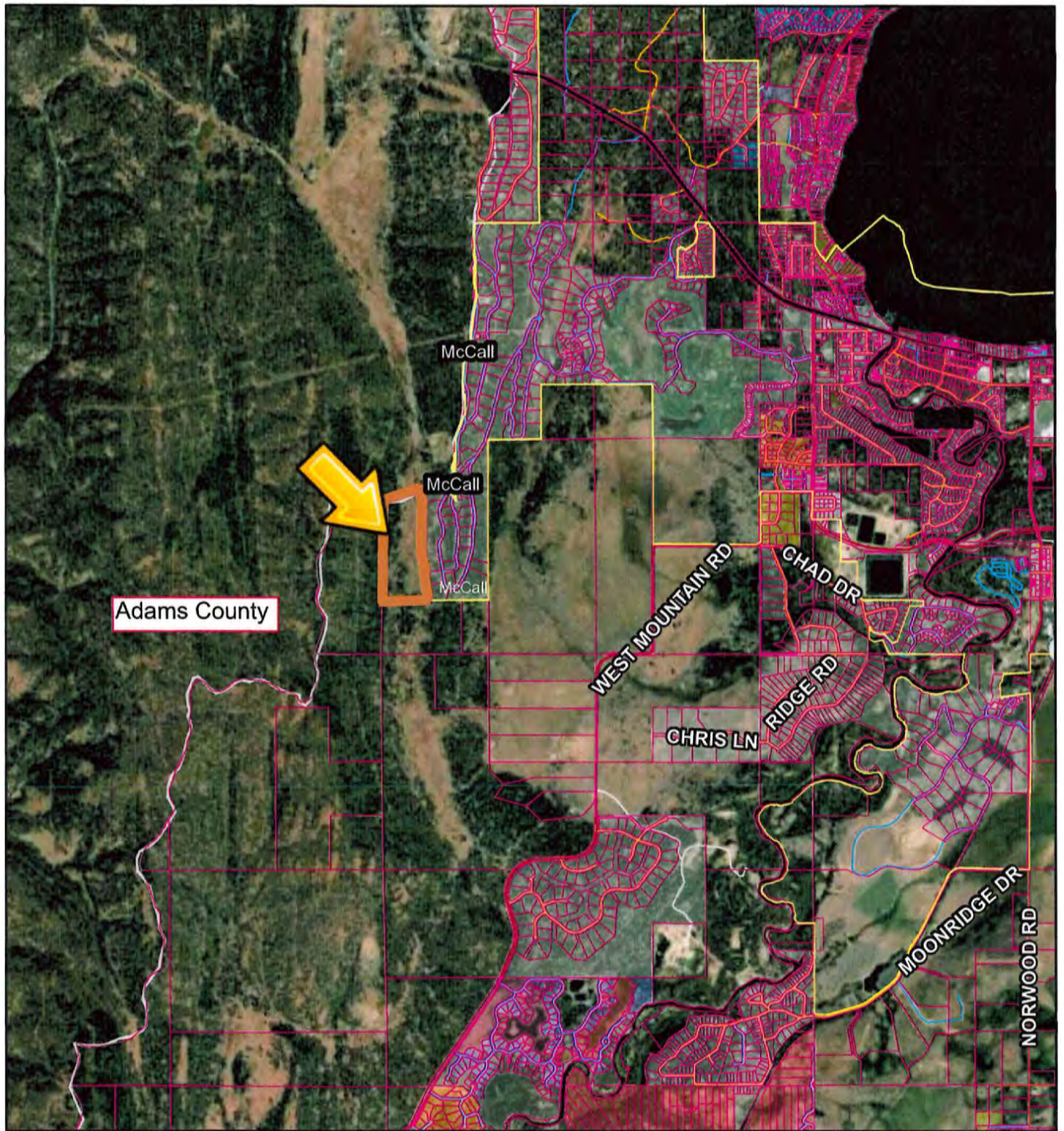
On this 27 day of June, 2023^{***}, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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













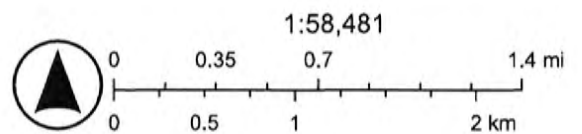
[Signature]
Notary Public
Residing at: Valley County
Commission Expires: 8/30/25

C.U.P. 23-26 Vicinity Map



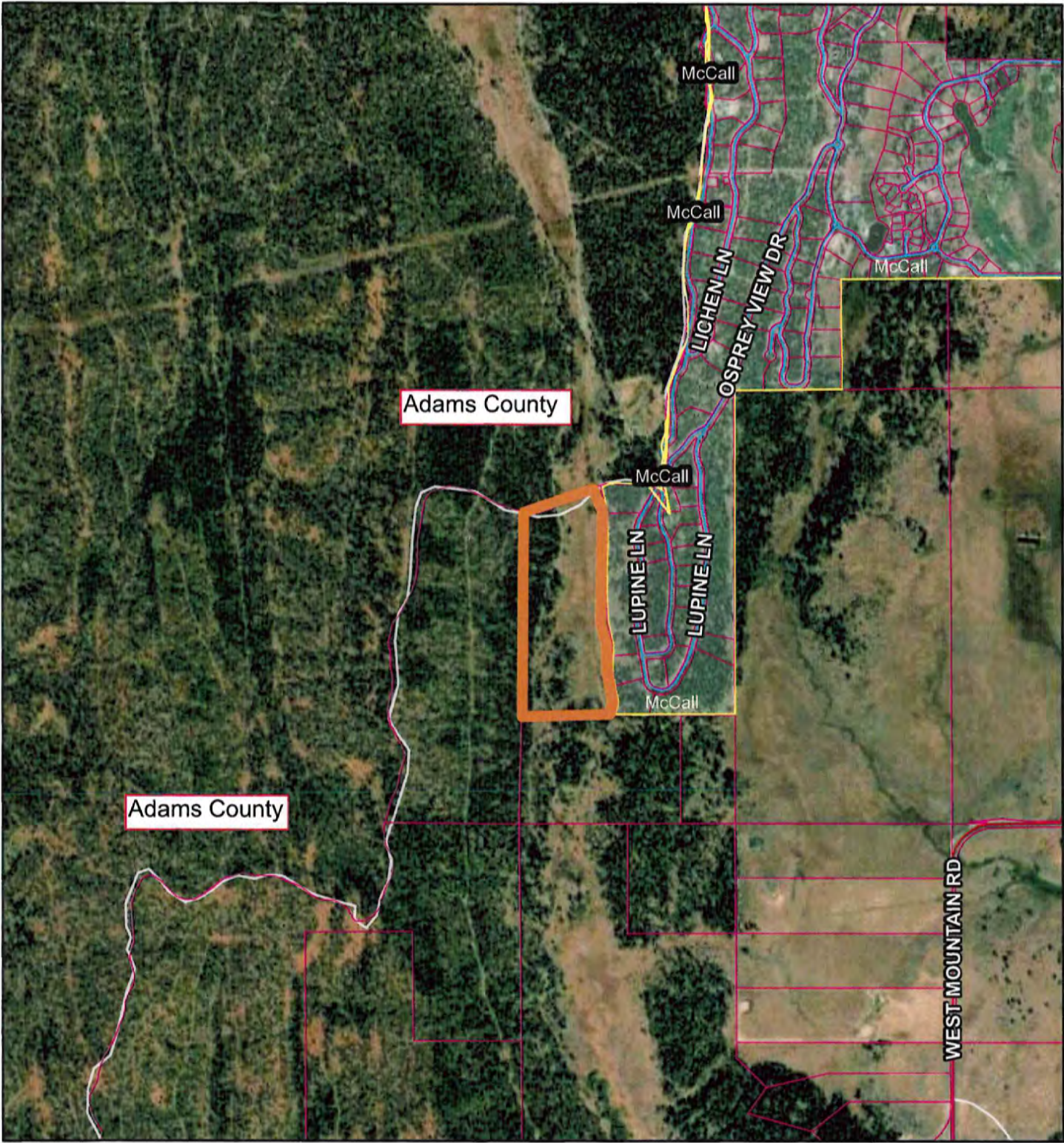
April 27, 2023

- | | |
|---|---|
|  Municipalities |  MINOR COLLECTOR |
|  Parcel Boundaries |  COLLECTOR |
|  Airstrips |  URBAN/RURAL |
|  Roads |  PRIVATE |
|  MAJOR |  OTHER |



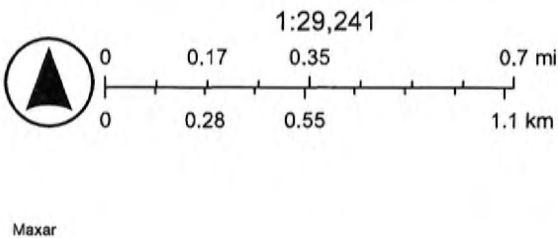
Earthstar Geographics

C.U.P. 23-26 Aerial Map



April 27, 2023

- Municipalities
- Parcel Boundaries
- Roads
 - COLLECTOR
- PRIVATE
- OTHER



CUP 23-26 Legacy Ranch at Whitetail Club - Final Plat

From: Garrett de Jong <garrett@mccallfire.com>

Sent: Wednesday, January 31, 2024 3:58 PM

To: Cynda Herrick <cherrick@co.valley.id.us>

Cc: Dan Scott [REDACTED]; AMY PEMBERTON [REDACTED]; Amanda Keaveny

[REDACTED] Ryan Garber [REDACTED]

Subject: CUP 23-26 Legacy Ranch at Whitetail Club - Final Plat

Hi Cynda,

The fire district approves the final plat application for CUP 23-26 Legacy Ranch at Whitetail Club. Please let me know if you have any questions.

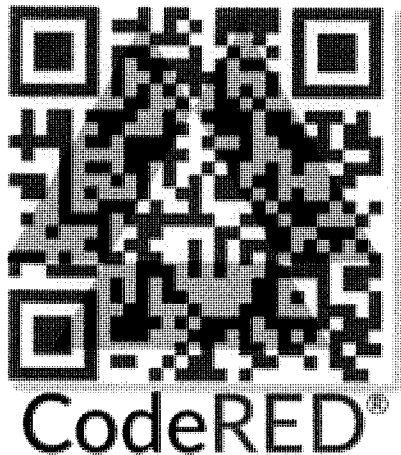
Thank you,

Garrett

Garrett de Jong
Fire Chief - McCall Fire & EMS



[Scan QR code below or click here to sign up for CodeRED!](#)



Valley County Assessor's Office

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350
Phone (208) 382-7126 • Fax (208) 382-7187

SUE LEEPER

Assessor
sleeper@co.valley.id.us



Department of Motor Vehicles
Phone (208) 382-7141 • Fax (208) 382-7187

DEEDEE GOSSI

Chief Deputy Assessor
kgossi@co.valley.id.us

February 27, 2024

Cynda Herrick
Valley Co. P&Z Administrator
Valley County Courthouse
Cascade, Idaho 83611

RE: Final Plat Review "LEGACY RANCH WHITETAIL CLUB – VALLEY COUNTY"

Dear Cynda,

This letter is in response to your request for our office to review the final plat of the above referenced subdivision.

I have run a traverse of the subdivision boundary from the legal description provided on the Certificate of Owners. Enclosed you will find a copy. This **2025** proposed plat will encompass the parcel(s) referenced on the Assessment Roll as PT. W/2 NW; PT NWSW ALL LYING SO. OF VALLEY COUNTY LINE SECTION 13 TOWNSHIP 18 NORTH RANGE 2 EAST. The parcel number(s) and ownership are as follows:

RP 18N02E133560 – Sabala Whitetail, LLC

I have enclosed a copy of the GIS plat, T18N R2E Section 13, with this proposed plat highlighted. We have one discrepancy within this plat. We currently show "Sabala Whitetail, LLC", although we know they are one in the same as Shore Lodge Whitetail, LLC; we would suggest adding this detail on the Certificate of Owners page as FKA. Another suggestion would be to move the bearing reference of the westerly boundary closer to the boundary line on pages 2 & 3. Last, please verify that the proposed subdivision name, as will be deeded, must include the portion "Valley County". Also note; we have not seen any information regarding an annexation of this property into the City of McCall, is this something that is being considered?

We recommend these issues be resolved prior to recording this proposed Subdivision. Please feel free to contact our office with any further questions or inquiries. T

Thank you for allowing us the opportunity to review this plat.

Sincerely,

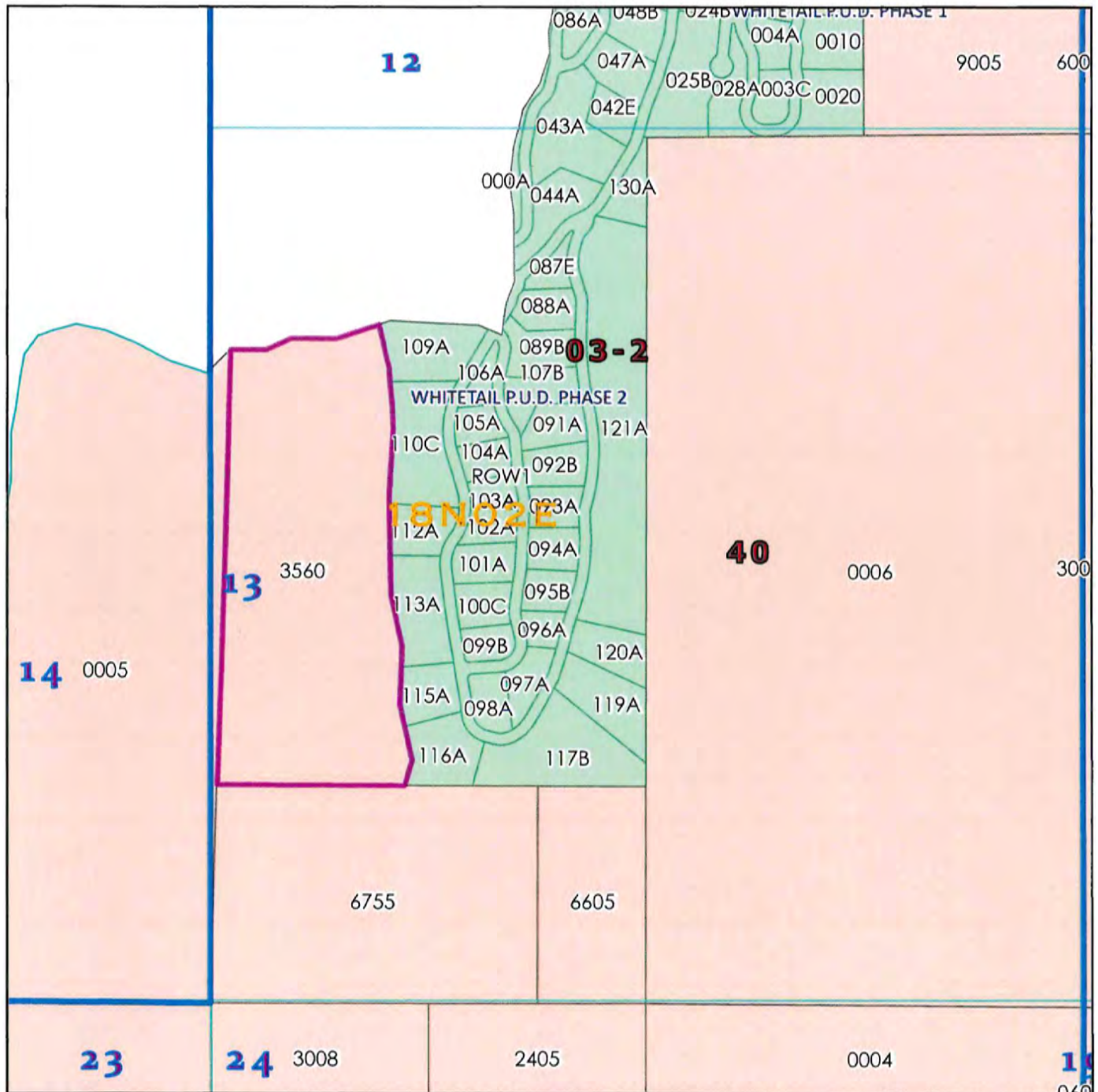
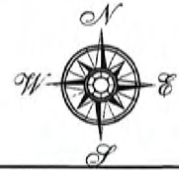
Laurie Frederick
Cadastral Specialist III
Valley County Cartography Department

Enclosure

Cc: Chip Bowers, Valley County Surveyor; Wayne A. Caudell, NV5
/ljf



Legacy Ranch Whitetail Club - Valley County RP18N02E133560



LEGEND

03-2

40

TOWNSHIP

PLSSSECTION

PARCELS



This map or drawing is to be used for reference purposes only.
The County is not responsible for any inaccuracies contained herein.

Date: 2/27/2024
By: Ifrederick

Parametrix No. 314-4875-001 – Task 02.119

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

Re: Legacy Ranch at Whitetail Club – Grading and Drainage Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above-referenced documents for Legacy Ranch at Whitetail Club and have the following comments.

Drawings:

General: Add SWPPP details in the plans, such as silt fencing, fiber wattles, riprap and seeding.

Coordinate with US Army Corps for permitting wetland impacts.

C1.0: Show dimensions for the foreslope, backslope and 6" minimum depth below the subbase in the private road section. Make sure that the dimensions match the calculations shown in the drainage report.

Specify the thicknesses for asphalt, base, and subbase in the private road section.

C2.2: Add radii to the right-of-way and easement lines at the southeast quadrant of the Red Valley Trail/Red Valley Court intersection. The right-of-way needs to have a 20' minimum radius.

C3.0: Add SWPPP details in the plans, such as silt fencing, fiber wattles, riprap and seeding.

The high point of the ditch line is roughly at station 24+25, where the roadway high point is station 24+93.26. Revise as needed.

Include the cut/fill lines for the entire roadway.

Is the existing runoff accounted for in the drainage calculations for the culverts, ditches, and ponds?

Add radii to the right-of-way and easement lines at the southeast quadrant of the Red Valley Trail/Red Valley Court intersection. The right-of-way needs to have a 20' minimum radius.

Please ensure that the ditches at the northeast and northwest quadrants of the Red Valley Trail/Red Valley Court intersection are not collecting upstream runoff from Boise Cascade Road.

Please make the edge of pavement a 30' radius instead of a 25' radius.

Please verify that the elevation at station 21+78.90 matches the profile elevation of the adjacent project, as this currently does not match the elevation of the existing ground.

Where is the pond outlet for Basin 1?

C3.1: Please include the elevation information of the pipe at approximately station 10+50.



Add radii to the right-of-way and easement lines at the southeast quadrant of the Red Valley Trail/Red Valley Court intersection. The right-of-way needs to be a 20' minimum radius.

Include the cut/fill lines for the entire roadway and cul-de-sac.

Is the existing runoff accounted for in the drainage calculations for the culverts, ditches, and ponds?

The high point of the east ditch is roughly at station 15+40. Shouldn't the high point be roughly at station 16+79.60?

C4.0: Where is the pond outlet for Basin 3?

The grade from the center of the cul-de-sac to the west edge of pavement is less than 3%. The cross slope needs to have a 3% minimum grade per Figure 100. Revise accordingly.

Stormwater Drainage Report:

Pg 1: Provide calculations for sizing 15" pipes to handle historical and post development flows. Verify that design flows do not exceed 80% pipe capacity.

Pg 2: State what method was used (rational method I assume)? Did you determine an intensity based on the IDF curve? Please show appendices to support assumptions.

Pg 3: Where does the contributing area in your $Q=CIA$ calculation come from? Is your ditch size accounting for the existing hillside runoff? Can you supplement this contributing basin area with a diagram?

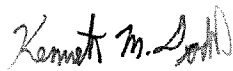
Please include a diagram in the drainage report to show the assumptions used in the "Borrow" drainage calculations. Additionally, please verify that your ditch geometry in your calculations match what is shown in your plans.

Pg 7: Will ditches and culverts handle flow to ponds if you consider the steep slopes in these areas? Please show the ditch and pipe capacity calculations.

Please have the Engineer address the above noted comments and resubmit the documents. Feel free to contact us with any questions or comments.

Sincerely,

PARAMETRIX
Valley County Engineer



Kenneth M. Dodd, PE



cc: Matt Munger P.E. /Engineer

Christina Hanneman/Administrative Assistant

Kiera Van Patten/Staff Engineer

Attachments

Legacy Ranch Const. Drawings_Review_02_22_2024

Legacy Ranch Drainage Calculations_Review_02_22_2024



C.U.P. 23-26 Legacy Ranch at Whitetail Club Subdivision – Final Plat

Cynda Herrick <cherrick@co.valley.id.us>

Mon 3/4/2024 4:43 PM

To: Kerstin Dettrich [REDACTED]; Meredith Fisher [REDACTED]
Cc: colby [REDACTED]; Lori Hunter <lhunter@co.valley.id.us>

Hello,

We only control the road system within Valley County. There were no comments at the preliminary level concerning any of the roads through Adams County.

Does that answer your question?

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..."

 Sustainable Agriculture Resources

From: Kerstin Dettrich [REDACTED]
Sent: Thursday, February 29, 2024 10:46 AM
To: Cynda Herrick <cherrick@co.valley.id.us>; Meredith Fisher [REDACTED]
Cc: colby [REDACTED]; Lori Hunter <lhunter@co.valley.id.us>
Subject: RE: C.U.P. 23-26 Legacy Ranch at Whitetail Club Subdivision – Final Plat

Cynda & Meredith:
CC'ing: Colby (LSH)

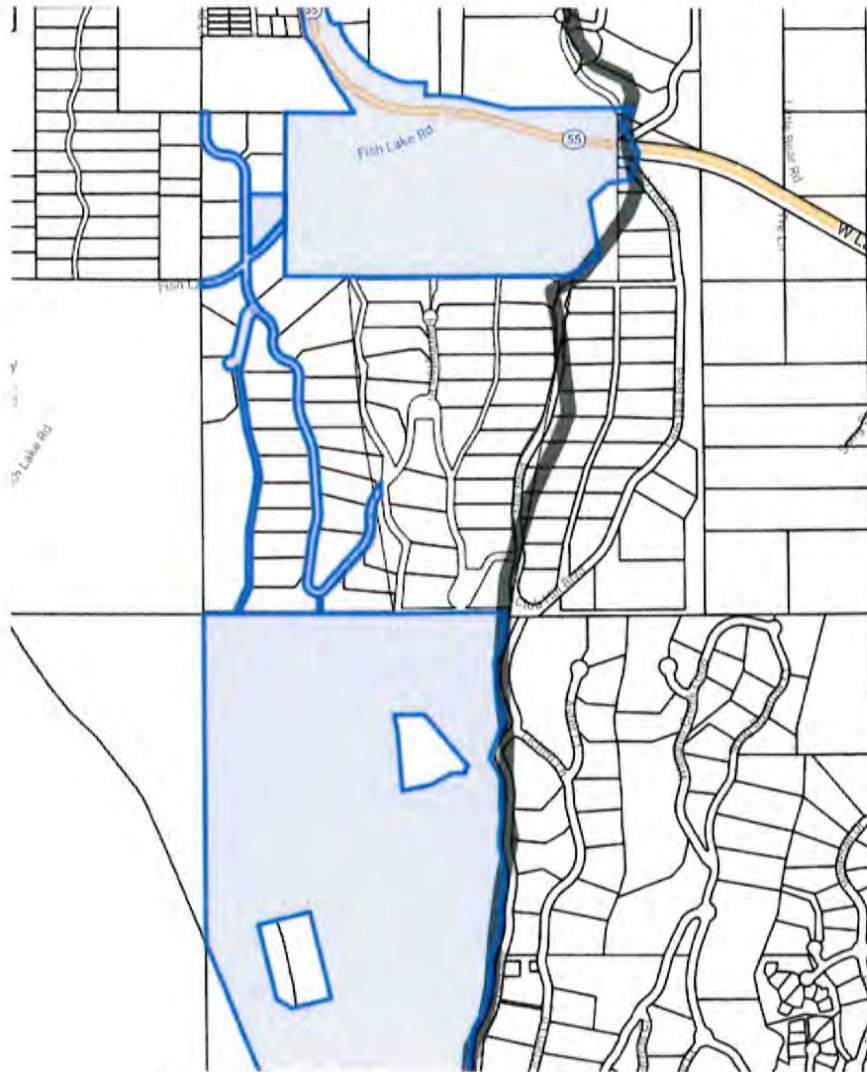
I haven't dug through the documents to know the answer to a question I have, but I am curious if there was a requirement within some of Whitetail's original approvals for roadway improvements on Long View Road to Whitefish Lane to Fish Lake Road, which I know is a question for both Valley and Adams County.

I am curious if the developer is required at some sequence, as the developer adds units and trips per day to provide roadway improvements and protect access (the back way) to the Little Ski Hill parcel to support that community amenity. As lots are added and construction occurs, there will be wear and tear that likely merits roadway improvements or repairs paid for by the development. We have seen this with many school projects in the treasure valley; 3 subdivisions get approved and then the new school ends up paying for all the roadway improvements. It would be sad for something like that to happen to LSH.

I will be at this Valley County public hearing for your project so can repeat this on record for discussion. Or maybe since those roads are all Adams County the comment goes to Meredith? Do both counties hold the approval docs for Whitetail (PUD, DA, etc)?

Thanks gals.

Graphic below for reference; LSH, connecting roads and one of the Whitetail parcels is highlighted.



senior project manager

kerstin dettrich

THE LAND GROUP | c. [REDACTED]

A PORTION OF THE NW 1/4 OF SECTION 13,
TOWNSHIP 18 NORTH, RANGE 2 EAST, BOISE MERIDIAN
VALLEY COUNTY, IDAHO
2023

S|A|N



NAME _____
 GRADE _____

OFFICE
RETAIL C
WATLEY

THREE
DOGE WITH
ANCH A

ST. MARY'S

C1.0


1

Completed Escrow Agreement for Road Completion

Dan Scott [REDACTED]

Mon 2/12/2024 2:17 PM

To: Cynda Herrick <cherrick@co.valley.id.us>

 2 attachments (643 KB)

Escrow Agrmt for completion of Subdiv Roads VC 1-17-24.pdf; Escrow Agrmt for completion of Subdiv Roads VC Ex A w letter.pdf;

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

Hi Cynda-

I've received my road construction numbers, and my engineer's certification of them. So, I've updated the Escrow Agreement we provided in our Final Plat submittal to include the numbers and to include the Exhibit A showing the numbers and the engineer's certification. You can use this in place of the blank Escrow Agreement and we won't have to worry about updating it prior to the County Commissioners meeting.

Also, I'm going to use Granite Excavation, so I guess Katlin has to recuse herself?

Thanks,

Dan

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

This Escrow Account Agreement is made and entered into by and between SHORE LODGE WHITETAIL LLC an Idaho Limited Liability Company (“**Whitetail**”), whose address is 501 W. Lake Street, McCall, Idaho 83638, and the **Valley County, Idaho**, a Municipal Corporation (the “**County**”), whose address is PO Box 1350, 219 North Main Street, Cascade, ID 83611-1350.

RECITALS

- A. Whitetail is developing certain real property in Valley County, Idaho, that will be or has been platted as Legacy Ranch At Whitetail Club – Valley County, which plat will be recorded with the Valley County, Idaho Recorder (“**Property**”).
- B. Certain road improvements for the Property will not be complete when the final plat for the Property is recorded. Such improvements are described at the attached **Exhibit A** (collectively the “**Improvements**”). In compliance with Valley County Subdivision Ordinance §10-5-3, Whitetail has established an Escrow Account to assure that sufficient funds are available and earmarked for the completion of the Improvements.
- C. The estimated cost to complete construction of the Improvements, as certified by the Whitetail Project Engineer, is **\$738,108**, as set out at **Exhibit A**. 120% of that sum is **\$885,730**, which sum will be deposited by Whitetail to assure completion of the Improvements.
- D. Under the terms of the approval of the Final Plat for Legacy Ranch at Whitetail Club – Valley County, the County requires Whitetail to provide certain financial assurances of payment and completion of the Improvements. Pursuant to Valley County Subdivision Ordinance §10-5-3, Whitetail must deposit funds into an escrow account in an amount equal to 120% of the above stated cost of completion of the Improvements. The additional 20% is referred to in this Agreement as the “**Reserve**”. The parties hereto intend that the escrow established by these Escrow Account Instructions shall satisfy the financial assurance requirements of the County.

AGREEMENT

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

DEPOSIT OF FUNDS

- 1. **Initial Deposit.** Whitetail has placed on deposit with AmeriTitle, LLC (hereinafter “**Escrow Holder**”), 507 Pine Street, McCall, Idaho 83638, in an interest bearing account (the “**Escrow Account**”) the sum of **\$855,730** to be held and disbursed pursuant to the terms hereof.
- 2. **Substitution of Funds.** At Whitetail’s discretion, funds in this account can be replaced with an Irrevocable Bank Letter of Credit in accordance with Valley County Subdivision Ordinance §10-5-3, established with a banking institution in an amount equal to the remaining

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

DISBURSEMENT OF FUNDS

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

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

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

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

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

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

GENERAL TERMS

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

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

[Signature Page to Follow]

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

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

VALLEY COUNTY

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

By: _____ Date: _____

ATTEST:

ESCROW HOLDER
AmeriTitle, LLC

By: _____ Date: _____
_____, County Clerk

By: _____ Date: _____

February 9, 2024

Valley County Planning Department
Ms. Cynda Herrick
P.O. Box 1350
Cascade, ID 83611

RE: Legacy Ranch at Whitetail Club Subdivision- Valley County.

Dear Cynda

I have reviewed the construction cost proposal as presented by Granite Excavation, Inc. dated 1/22/2024. The proposal covers the scope of work proposed on the construction drawings for the Legacy Ranch at Whitetail Club Subdivision located in Valley County. The associated costs are appropriate for the work proposed.

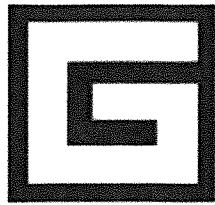
Thank you for your time in reviewing this project. If you have any questions or additional comments, please feel free to contact me.

Sincerely,



Matt M Munger, PE
Director of Land Development

Enc.



GRANITE

Excavation Inc.

We're diggin this business

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

To:	Whitetail Resort	Contact:	Dan Scott
Address:	501 W Lake St McCall, ID 83638	Phone:	
Project Name:	Whitetail Phase 3 - Valley County	Fax:	
Project Location:	McCall, McCall	Bid Number:	
		Bid Date:	1/22/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Excavation/Embankment	1.00	LS	\$166,019.94	\$166,019.94
3	Dust Abatement Water	90.00	MGAL	\$112.94	\$10,164.60
5	Storm Drain Pipe - Size 15" CMP	172.00	LF	\$114.38	\$19,673.36
6	Flared End Section - 15" Metal	8.00	EACH	\$643.97	\$5,151.76
7	6" Minus Pitrun (Nissula Pit) 12 - Inches	3,402.00	CY	\$43.05	\$146,456.10
8	Crushed Aggregate Base, Type I (3/4") 4" - Inches	1,165.00	CY	\$68.66	\$79,988.90
9	1/2" Plant Mix Pavement, SP-2, PG64- 34, 2.5 - Inches	998.00	TON	\$203.67	\$203,262.66
10	Sediment Control	1.00	LS	\$19,380.97	\$19,380.97
11	Riprap Aprons	8.00	EACH	\$1,104.27	\$8,834.16
12	Armored Check Dams	40.00	CY	\$188.06	\$7,522.40
13	Hydroseeding Stabilization	92,315.00	SF	\$0.10	\$9,231.50
14	Mobilization	1.00	LS	\$30,122.02	\$30,122.02
16	Drainage Borrow Ditch (Finish Grade)	92,315.00	SF	\$0.16	\$14,770.40
17	2ft Shouldering	154.00	CY	\$69.67	\$10,729.18
18	Storm Drain Pond (Finish Grade)	16,191.00	SF	\$0.42	\$6,800.22

Total Bid Price: \$738,108.17

Notes:

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

Payment Terms:

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

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Granite Excavation Inc Authorized Signature: _____ Estimator: Brad Sayers <div style="background-color: black; width: 200px; height: 20px; margin-top: 5px;"></div>
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