



McCall Memorial Hospital
District

**McCALL MEMORIAL HOSPITAL DISTRICT
HOUSING WORKGROUP MEETING**

Monday February 16, 2026; 9:00 - 10:00 a.m.

SLM Foundation Board Room, 106 East Park Street, McCall, ID 83638

For Microsoft Teams Link: [Click here to join the meeting](#)

Virtual Meeting ID: 242 509 359 984 Passcode: VzLekX

Phone: 1 208-996-1717 Conference ID: 547 175 914#

AGENDA

- 1.) Welcome – Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs
- 2.) Project Update - Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs
- 3.) *ACTION* – Phase 1 Final Plat, Property Management Agreement, Declaration of Protective Covenant, Conditions, and Restrictions (CC&Rs) – Amy Holm, MMHD Legal Counsel
- 4.) *ACTION* - Approval of Monthly Invoices – Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs
- 5.) Next Steps – Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs
- 6.) Other Business – Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs
- 7.) Public Comment – Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs
- 8.) Adjourn – Andy Laidlaw & Verna Vanis - Workgroup Co-Chairs

Upcoming Meetings:

MMHD Housing Workgroup Meeting – Monday, March 16; 9:00 – 10:00 a.m.

MMHD Board Meeting – Tuesday, February 17; 7:30 – 9:00 a.m.

Foundation Board Meeting – Wednesday, February 18; 2:00 – 4:00 p.m.

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (“Agreement”) is entered into as of _____, 2026 (the “Effective Date”) by and between McCall Memorial Hospital District (“District”), St. Luke’s McCall Foundation, Inc. (“Foundation”) (each an “Owner” and collectively the “Owners”) and St. Luke’s McCall, Ltd. (“SLM”). District, Foundation and SLM is each a “Party” and collectively the “Parties” to this Agreement. The Idaho Health Facilities Authority (the “Authority” or “Lessee”), by its signature below, hereby approves of this Property Management Agreement as Lessee of the Property described herein and pursuant to the Lease Agreement between the Owners and the Authority.

RECITALS

A. The District is a hospital district that was organized under Idaho law and operates in Valley County, Idaho;

B. SLM is an Idaho nonprofit corporation whose sole member is St. Luke’s Health System, Ltd., which is an Idaho nonprofit corporation that is the parent organization of several tax-exempt subsidiaries that own and operate hospitals and other healthcare facilities in southern and south-central Idaho, including, without limitation, SLM;

C. Foundation is an Idaho nonprofit whose mission is to assist the hospital in its efforts to enhance the health of the community and advance medical excellence;

D. The Foundation and the District share a common goal of providing affordable housing for the local healthcare workforce (“Owners’ Purpose”) and are parties to that certain Joint Tenancy Agreement dated June 26, 2025;

E. The Foundation and the District are the owners of four (4) workforce housing units consisting of two and three bedrooms located in a fourplex on approximately 4.8 acres at Mission and East Stibnite Streets in McCall, Idaho (the “Premises”), further described on Exhibit A, attached hereto and incorporated herein by reference, with future phases to include an additional thirty-four (34) workforce housing units within eight (8) fourplexes and one (1) duplex, for a total of thirty-eight (38) units across nine (9) fourplexes and one (1) duplex (together with the Premises, the “Project”);

F. The Premises is constructed on real property that is the subject of that certain Local Housing Covenant, recorded September 26, 2025 in the records of Valley County, Idaho, as Instrument No. 2025-005135 (“Restrictive Covenant”);

G. The Authority is authorized by Sections 39-1441 et seq. of the Idaho Code, as amended (the “Act”) to acquire, construct, reconstruct, renovate, improve, replace, maintain repair, operate, lease as lessee or lessor and regulate one or more “health facilities” (as defined in the Act);

H. The District and the Foundation, each with the consent of the other, for the furtherance of Owners’ Purpose, entered into a lease agreement (each a “Master Lease Agreement” and collectively the “Lease Agreements”) with the Authority to (i) secure the assistance and expertise of the Authority in the construction and management of the Project; (ii) lease the Premises, and, potentially, (iii) finance the costs of the construction and improvement of some or all of the Project;

I. The Authority is not authorized by statute to operate health facilities as a business; and

J. All Parties desire to enter into this Property Management Agreement to help meet Owners' Purpose whereby SLM provides the management, operation, and oversight services for the Premises pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between the Parties hereto as follows:

ARTICLE I SLM DUTIES

1.1 Management. SLM shall provide property management services for the Premises which shall include tenant selection, lease management, and routine and preventative maintenance services as further described in the following subsections.

(1) Tenant Selection.

Subject to the Restrictive Covenant and Fair Housing Laws (as defined in Section 2.1 herein), SLM is responsible for the process of selecting and placing tenants that work at SLM locations ("SLM Tenants") in the Premises with such process to apply to new and vacated units. If no SLM Tenants are available, then SLM shall endeavor in good faith to select and place a tenant who meets the criteria stated in Section 5(a)(ii) of the Restrictive Covenant in the Premises. The Fair Housing Laws prohibit discrimination in the rental of housing against any person on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), family status and disability. SLM will not engage in unlawful discrimination against any individual with respect to the availability of housing and the selection of individuals under this Agreement. In the event that a unit remains open for more than sixty (60) days beyond the later of (a) a certificate of occupancy for a newly constructed unit, (b) the vacancy of a prior tenant, or (c) completion of necessary repairs in excess of five thousand dollars (\$5,000), (each a "Triggering Event") then SLM shall pay Owners a Holding Fee ("Holding Fee"). The Holding Fee shall be \$2,200 per month, starting sixty (60) days after the Triggering Event.

(2) Tenant Management and Lease Administration.

SLM is responsible for: i) the preparation of all lease documents executed between the Authority and each tenant in substantially the same form as Exhibit B, Lease Documents, ii) maintaining accurate lease documentation, iii) enforcing timely rent collection and compliance with the terms of all lease documents, iv) resolution of tenant disputes, including mediating conflicts, documenting incidents, and coordinating resolutions in accordance with lease provisions and applicable legal standards, v) facilitating the City of McCall's inspection of lease records for auditing purposes, vi) providing repairs and maintenance to the Premises in accordance with the lease documentation and this Agreement, and vii) providing quarterly occupancy reports and annual accountings to the Owners and the Authority of the rents collected and expenses incurred in the management of the Project. SLM will collect and distribute rents to the Authority in accordance with the terms of this Agreement, unless otherwise directed and authorized by Owners in writing.

(3) Routine and Preventative Maintenance Services.

Except for Capital Improvements as defined in Section 2.3 and areas that are the responsibility of tenants pursuant to the terms of the lease documentation, SLM, at its cost and expense, shall arrange for, supervise, and provide the maintenance, repair, and replacement, for proper operation of the Project and preservation of the condition and appearance of the Project, subject to normal wear and tear. Except to the extent a public entity or other third party is responsible for performing this work, this shall include, but not be limited to: i) maintenance of the streets, pathways, drainage, and snow storage features and landscaping within the Project and the Owners' easement with the McCall Donnelly School District (including snow removal) in accordance with the terms of the Development Agreement between the Owners and the City of McCall (the "City"), the City's Findings of Fact and Conclusions of Law approving the Project and commercially reasonable management practices, ii) maintenance and repairs of the exteriors of the fourplexes, including maintenance, repairs of siding, necessary painting to exterior or interior of units, roof maintenance and repairs, Project's systems maintenance and repairs (which shall include the heating, ventilating, air-conditioning, plumbing, electrical, mechanical and other systems and equipment serving the Premises generally to a standard comparable to their condition when built, subject to normal wear and tear, and iii) developing with the Owners and the Authority a plan for the maintenance, repair and upkeep of the Project and a capital reserve plan for Capital Improvements, subject to the District's available funds from revenue from the Project, and the Parties and Authority agree that the District shall have no long term obligation or liability for Capital Improvements.

(4) Periodic Consultation and Review with Owners and the Authority.

SLM will periodically meet and confer with the Owners and the Authority and enter into such amendments to this Agreement as are mutually deemed reasonably necessary to further the Owner's Purpose and provide for the betterment of the Project.

1.2 Authority and Powers. SLM shall have general authority and powers as may be necessary or advisable to carry out the purpose and intent of this Agreement. To such end, Owners authorize SLM to sign forms and applications and otherwise perform any other act that is required, necessary, or proper to create, transfer, and manage utility services and accounts for the Premises, Project, or both. SLM, at its own cost, may engage a third party to provide any or all of the management and services that are the responsibility of SLM pursuant to this Agreement, subject to the approval of Owners and the Authority, which shall not be unreasonably withheld, conditioned, or delayed.

1.3 Emergency. In the event of any emergency which requires immediate response for any Capital Improvements as defined in Section 2.3 that is Owners' responsibility, SLM is authorized to take such action that is reasonable and prudent under the circumstances. SLM will thereafter promptly notify Owners and the Authority of such Capital Improvements and will invoice Owners for such Capital Improvements within sixty (60) days of completion of work.

1.4 Tenant Compliance. SLM shall use commercially reasonable efforts to collect all rent and other charges due from tenants. SLM has authority to bill for, request, demand, collect, and receive rent and other charges due from the tenants, and shall supervise any necessary legal proceedings that are directed to the collection of past-due sums, the termination of the lease agreements, the dispossession of tenants in default or the general enforcement of the rights under the lease agreements. Notwithstanding the foregoing, SLM shall not institute any legal proceedings without the Owners' and the Authority's prior written consent. On an annual basis, SLM shall use commercially reasonable efforts to obtain from each tenant of the Premises current and valid certificates of insurance evidencing that the insurance policy and provisions

required under each tenant's lease to be carried by such tenant is in full force and effect and is in compliance with each tenant's lease.

1.5 Notice of Legal Non-Compliance. If SLM is advised that the Premises, Project, or both do not comply with any law, rule, regulation, order, notice, determination or ordinance of any federal, state or municipal authority, or the requirements of any insurance companies covering any of the risks against which the Premises, Project, or both are insured, then SLM shall provide notice to Owners and the Authority of such notification within a reasonable time. SLM shall undertake such actions as needed to bring the Premises, Project, or both into compliance to the extent such notice is for SLM responsibilities pursuant to this Agreement. For Owners' responsibilities, SLM shall undertake such actions as needed to bring the Premises, Project, or both into compliance, provided that Owners acknowledge and agree that any such services shall be at Owners' sole cost and expense and shall be provided by SLM at a rate mutually agreeable to the Parties.

ARTICLE II OWNERS' DUTIES

2.1 Development and Initial Construction. Owners are developing the Project, with the Premises anticipated to be ready to lease March of 2026. Owners covenant and warrant that: (i) Owners are the fee simple owners of the Project with good and marketable title thereto, (ii) except for the Restrictive Covenant, the Project is not subject to prior lease, ground lease, or any covenant, declaration, easement, or other document or encumbrance, save and except the City's Findings of Fact and Conclusions of Law approving the Project, utility easements and any other easements or encumbrances of record, (iii) the use of the Project for workforce housing is permitted under applicable zoning ordinances and all conditions and restrictions of record affecting the Project and Premises, (iv) to the best of Owners' actual knowledge, the Project complies with all laws, statutes, codes, ordinances, rules, orders and regulations of any and all of the federal, state and local governmental (or quasi-governmental) authorities having jurisdiction over the Project, including but not limited to Fair Housing Laws, (v) to the best of Owners' actual knowledge, the Project complies with all building codes and zoning requirements and restrictions, including, without limitations, the Americans with Disabilities Act, (vi) the Premises shall have been issued certificates of occupancy by the City of McCall, be ready for use and occupancy, and all systems and improvements, including, but not limited to the roof, exterior demising walls, foundation, structural frame, water supply system, sewage disposal system, HVAC system, plumbing system and electrical system shall be in good operating condition and repair, (vii) there are no hazardous or toxic substances in, under or about the Project, (viii) Owners are duly organized, validly subsisting legal entities, qualified to do business in the State of Idaho, with no proceedings pending or contemplated for their dissolution or reorganization, voluntarily or involuntarily, and (ix) Owners have the full right, power and authority to execute, deliver and perform this Agreement and those executing this Agreement on behalf of Owners are authorized to do so. Owners shall construct the Project at their sole cost and expense in accordance with, and subject to, the terms of any agreements between the City of McCall and Owners, and its ancillary documents (including the technical requirements in the management of the Project). Owners agree to provide SLM with copies of all documents Owners have, receive, or are entitled to receive related to the development and construction of the Project, including but not limited to surveys, accessibility and environmental studies, geotechnical reports, plans, construction documents, as-builts, and permits. The "Fair Housing Laws" are (1) the Fair Housing Act (42 U.S.C. 3601 et. seq.); (2) the regulations issued under the authority of the Secretary of Housing and Development to administer and enforce the Fair Housing Act (24 CFR Part 100); and (3) the Idaho Human Rights Act (Title 67, Chapter 59, Idaho Code).

2.2 Furnish Documents. Owners shall furnish SLM with all books, documents, records and reports reasonably necessary for SLM to properly manage and operate the Project, including, but not limited to, space and site plans, "as-built plans", form leases, copies of warranties, guarantees, leases and the

amendments and correspondence pertaining thereto, conditions, covenants, and restrictions, common area maintenance agreements, loan documents, REA Agreements, partnership/LLC/LLP/or corporate formation agreements, as appropriate, and copies of existing leases and service contracts.

2.3 Capital Improvements. Owners are responsible for the cost and expense of all capital improvements for the Project. Capital Improvements means (i) any improvements to the roof, foundation and structural elements of the Premises and Project, (ii) any improvements to the Premises' and Project's systems (which shall include the heating, ventilating, air-conditioning, plumbing, electrical, mechanical and other systems and equipment serving the Premises generally), , and (iii) improvements to the Premises, Project, or both required to comply with any laws applicable to the Premises, Project, or both, in each case, the cost of which is properly characterized as property, plant and equipment and capitalized according to generally accepted accounting practices, subject to the District's available funds from revenue from the Project, and the Parties and Authority agree that the District shall have no long term obligation or liability for Capital Improvements. At Owners' written request, SLM will coordinate the completion of Capital Improvements on behalf of Owners.

2.4 Expenses. Owners shall be responsible for and pay for certain expenses related to the Project, including, without limitation, the following:

- (1) costs related to completing the development of the Project and operating the Project's systems, including without limitation engineering, architectural, and other professional fees;
- (2) utility connection, hook-up and standby fees (exclusive of monthly usage charges);
- (3) license fees, taxes, and assessments;
- (4) the costs of governmental or association compliance;
- (5) any receivership or legal costs; and
- (6) the payment due any lender pursuant to any mortgage or deed of trust encumbering the Premises, Project, or both.

2.5 Mortgage Payments. Owners, at Owners' sole cost and expense, shall obtain, verify and pay all statements for payments under mortgages, loans or deeds of trust, if any, with respect to the Premises, Project, or both and Owners' personal property located therein, if any.

2.6 Taxes. Owners shall pay all assessments for real estate and personal property taxes.

2.7 Timely Cooperation and Responses. Owners and the Authority shall cooperate with SLM in SLM's performance of its duties under this Agreement. Owners and the Authority shall use commercially reasonable efforts to respond within ten (10) calendar days to written communications from SLM, including, without limitation, notices from tenants, requests for approval of repairs or other maintenance items, unless such communication is of a nature requiring a more prompt response (such as an emergency repair or tenant proposal with a short time line). SLM shall not be responsible for any costs or other damages due to delays caused by Owners' or the Authority's failure to respond to written communications from SLM or SLM's lack of receipt of such information in accordance with this Section.

**ARTICLE III
DISBURSEMENT OF FUNDS AND RECORDS**

3.1 Disbursements. SLM shall make disbursements in such amounts and at such times as the same are required to pay for obligations, liabilities, expenses, costs and fees, arising on account of or in connection with management and operation of the Premises, Project, or both. SLM will deliver to Authority by the 15th day of each month all rent collected in the preceding thirty (30) day period. SLM shall make no payment without Owners' prior consent for any expenses which, under the provisions of this Agreement, requires Owners' prior approval or consent. SLM shall not borrow money or enter into any loan agreements for or on behalf of the Owners.

3.2 Working Capital. SLM is not obligated to advance any of its own funds to or for the account of Owners, nor to incur any liability unless Owners shall have furnished SLM with funds necessary for the discharge thereof. In the event of an emergency situation where SLM advances any additional funds in payment of an expense that is Owners' responsibility, Owners shall reimburse SLM in full upon receipt of an itemized invoice or bill.

3.3 Monthly Reports. On or before the 15th day of each calendar month, SLM shall render to Owners a report showing all rents collected and delivered to Authority in the preceding thirty (30) day period.

3.4 Quarterly and Annual Reports. SLM will prepare and provide Owners and the Authority with a quarterly occupancy report and annual financial report for the Project for the fiscal year of October 1 to September 30th no later than 60 days following the conclusion of the quarter and January 31st following the conclusion of the fiscal year.

3.5 Audits. Owners reserve the right to audit all books and records maintained by SLM with respect to the Project. All audits shall be at the Owners' cost, shall be conducted during normal business hours, and shall be conducted at SLM's office where such books and records are located. Any audit may be conducted by Owners' employees, or by independent persons engaged by Owners.

3.6 Financial Information. SLM shall maintain, and Owners upon request, may inspect:

- (1) all tenant documents;
- (2) paid invoices; and,
- (3) summaries of adjusting journal entries.

3.7 Method of Accounting. All financial statements and reports prepared by SLM will be prepared under the cash-basis method of accounting.

**ARTICLE IV
INSURANCE AND INDEMNIFICATION**

4.1 Owner's Indemnification. Except as otherwise expressly provided in this Agreement, and only to the extent allowed by applicable statutes and constitutional provisions, Owners (also referred to in this Section 4.1 as the "Indemnifying Party") shall indemnify SLM, and its contractors, subcontractors, members, managers, employees, and affiliates (each, an "SLM Indemnified Party" collectively, the "SLM Indemnified Parties") from and against any and all demands, allegations, claims, actions, causes of action, judgments, awards, fines, penalties, damages, losses, liabilities, costs and expenses, including, without

limitation, reasonable attorneys' fees (collectively, "Claims"), arising out of or relating to the Owners' responsibilities and duties under the terms of this Agreement, except to the extent of the SLM Indemnified Parties' negligent, reckless or intentional action, omission, misconduct or fraud. Without limiting the generality of the foregoing, the indemnification obligations under this Section are intended to include application to: (a) claims arising out of any injury or death to any person, or damage to any real or personal property of any person incurred in, on, or about the Premises, Project, or both; (b) claims arising out of any alleged breach by the Indemnifying Party of any state or federal law prohibiting discrimination in housing based on race, sex, creed, color, religion, national origin, mental or physical disability, or other protected characteristics; or (c) claims based upon any environmental protection statute or common law obligation, subject to the following limitations: (i) Owners will not indemnify an SLM Indemnified Party's actions or inactions which violate the law or state regulations; and (ii) Owners has the right to choose legal counsel to defend the SLM Indemnified Parties for any Claims or actions covered by this indemnity provision. The SLM Indemnified Parties shall promptly notify the Indemnifying Party in writing of any Claims for indemnification, provided, that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The SLM Indemnified Parties shall, if requested by the Indemnifying Party, give reasonable assistance to the Indemnifying Party in defense of any Claims. In the event the Indemnifying Party shall be obligated hereunder to provide indemnification, exoneration or hold harmless rights for or make any payments with respect to any Claims, the Indemnifying Party, if appropriate, shall be entitled to assume the defense of such Claims with counsel approved by the SLM Indemnified Parties (which approval shall not be unreasonably withheld) upon the delivery to the SLM Indemnified Party of written notice of the Indemnifying Parties' election to do so. After delivery of such notice, approval of such counsel by the SLM Indemnified Party and the retention of such counsel by the Indemnifying Party, the Indemnifying Party will not be liable to the SLM Indemnified Parties under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of the SLM Indemnified Parties with respect to the same Claims; provided, however, that (i) the SLM Indemnified Parties shall have the right to employ the SLM Indemnified Parties' separate counsel in any such Claims at the SLM Indemnified Parties expense and (ii) if (A) the employment of separate counsel by the SLM Indemnified Parties has been previously authorized by the Indemnifying Party, (B) the SLM Indemnified Parties shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the SLM Indemnified Parties in the conduct of any such defense or (C) the Indemnifying Party shall not continue to retain such counsel to defend such Claims, then the fees and expenses of the SLM Indemnified Parties' separate counsel shall be expenses for which the SLM Indemnified Party may receive indemnification, exoneration or hold harmless rights or payments hereunder.

4.2 SLM's Indemnification. Except as otherwise expressly provided in this Agreement, SLM (the "Indemnifying Party") shall indemnify Owners and the Authority, and their contractors, subcontractors, trustees, board members, managers, employees, and affiliates (each, an "Owner Indemnified Party" collectively, the "Owner Indemnified Parties") from and against any and all demands, allegations, claims, actions, causes of action, judgments, awards, fines, penalties, damages, losses, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), arising out of or relating to SLM's responsibilities and duties under the terms of this Agreement, except to the extent of the Owner Indemnified Parties' negligent, reckless or intentional action, omission, misconduct or fraud. Without limiting the generality of the foregoing, the indemnification obligations under this Section are intended to include application to: (a) claims arising out of any injury or death to any person, or damage to any real or personal property of any person incurred in, on, or about the Premises, Project, or both; (b) claims arising out of any alleged breach by the Indemnifying Party of any state or federal law prohibiting discrimination in housing based on race, sex, creed, color, religion, national origin, mental or physical disability, or other protected characteristics; or (c) claims based upon any environmental protection statute or common law obligation, subject to the following limitations: (i) SLM will not indemnify an Owner Indemnified Party's actions or inactions which violate the law or state regulations; and (ii) SLM has the

right to choose legal counsel to defend the Owner Indemnified Parties for any Claims or actions covered by this indemnity provision. The Owner Indemnified Parties shall promptly notify the Indemnifying Party in writing of any Claims for indemnification, provided, that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Owner Indemnified Parties shall, if requested by the Indemnifying Party, give reasonable assistance to the Indemnifying Party in defense of any Claims. In the event the Indemnifying Party shall be obligated hereunder to provide indemnification, exoneration or hold harmless rights for or make any payments with respect to any Claims, the Indemnifying Party, if appropriate, shall be entitled to assume the defense of such Claims with counsel approved by the Indemnified Parties (which approval shall not be unreasonably withheld) upon the delivery to the Indemnified Party of written notice of the Indemnifying Parties' election to do so. After delivery of such notice, approval of such counsel by the Owner Indemnified Party and the retention of such counsel by the Indemnifying Party, the Indemnifying Party will not be liable to the Owner Indemnified Parties under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of the Owner Indemnified Parties with respect to the same Claims; provided, however, that (i) the Owner Indemnified Parties shall have the right to employ the Owner Indemnified Parties' separate counsel in any such Claims at the Owner Indemnified Parties expense and (ii) if (A) the employment of separate counsel by the Owner Indemnified Parties has been previously authorized by the Indemnifying Party, (B) the Owner Indemnified Parties shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Owner Indemnified Parties in the conduct of any such defense or (C) the Indemnifying Party shall not continue to retain such counsel to defend such Claims, then the fees and expenses of the Owner Indemnified Parties' separate counsel shall be expenses for which the Indemnified Party may receive indemnification, exoneration or hold harmless rights or payments hereunder.

4.3 Owners' Duty to Insure. Owners shall be responsible for carrying the following insurance at Owners' cost: (a) physical/property damage insurance coverage on the both the Project, including property/operations, explosion, collapse and underground hazard, broad form contractual, products/completed operations, independent contractors, broad form property damage and personal injury; and (b) public and property liability insurance covering liability for loss, damage or injury to property or persons arising out of the management, leasing, rental, occupancy, operation, maintenance of the Project. Owners shall be responsible for procuring the foregoing insurance coverage and furnishing SLM with certificates evidencing such insurance and duplicate copies of such policies within fifteen (15) days after execution of this Agreement. Owners shall pay the premiums for such insurance directly to the insurance companies providing the coverage. Any deductibles payable under insurance policies procured pursuant to this Agreement shall be Owners' expense and paid for directly by Owners.

4.4 Terms of Coverage. The public liability insurance policies procured by Owners pursuant to this Agreement shall name SLM and SLM affiliates, if any, as additional insureds (provided that the naming of SLM and SLM affiliates shall not modify or alter the Parties' relationship as principal and independent contractor or otherwise make SLM liable for any obligations or liabilities of Owners), shall provide that notice of default or cancellation shall be sent to SLM as well as Owners, shall require at least thirty (30) days written notice to SLM before any cancellation or modification thereto, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against SLM or any SLM affiliates and shall be primary without right of contribution of any other insurance carried by or on behalf of SLM or the SLM affiliates. Responsibility for determining the adequacy and appropriateness of insurance coverage for the Project shall rest with Owners. Owners acknowledge and agree that the limits of liability provided in the insurance policies maintained by Owners pursuant to this Article IV shall in no event be considered as limiting the liability of Owners under this Agreement. If Owners fail to procure insurance as provided herein or if SLM otherwise deems such coverage to be insufficient, SLM may immediately terminate this Agreement by providing written notice to Owners.

4.5 Prior Acts and Rental Obligations. SLM shall have no liability whatsoever and does not assume any liability for any acts or omissions of Owners. SLM assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owners or in the performance of any obligations owed by any tenant to Owners pursuant to any rental agreement or otherwise unless such default is due to, a result of or arising from SLM's negligent, reckless or intentional action, omission, misconduct or fraud.

4.6 Building Compliance. Owners acknowledge and agree that Owners shall at all times and at its own cost and expense be responsible for ensuring the Project's compliance with all current and future federal, state and local laws, ordinances, regulations, and standards relating to the operation of the Project. Owners further acknowledge and agree that SLM shall have no responsibility or liability for ensuring the Project's compliance with any building codes or with any statute, ordinance, law or regulation of any governmental body or public authority having jurisdiction over the Project; except to promptly notify Owners of, or promptly forward to Owners, any complaints, warnings, notices, or summonses received by SLM relating to such matters. Owners authorize SLM to disclose the ownership of the Project to any federal, state, or local officials who are responsible for enforcing such codes, statutes, ordinances, laws, or regulations provided such disclosure only provides the name of the Owners and no other confidential information including, but not limited to, ownership structure. Owners shall indemnify SLM and SLM's affiliates from and against any and all claims, actions, causes of action, damages, judgments, awards, losses, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees, for any present or future violation or alleged present or future violation of such codes, statutes, ordinances, laws, or regulations, except to the extent such violation is due to, a result of or arising from the negligent, reckless or intentional action, omission or misconduct of an Indemnified Party.

ARTICLE V TERM OF AGREEMENT

5.1 Term. SLM's services under this Agreement shall commence on the Effective Date and shall continue in full force and effect through May 31, 2035 ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for ten (10) year terms (each a "Renewal Term") (not to exceed a total of 98 years), unless a Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term.

5.2 Final Accounting. At the time this Agreement is terminated, for whatever reason, the Parties shall cause a final accounting to be made. The fee for final accounting is \$500.00. Upon termination, all books, records, personal property, security deposits, unpaid bills, and other papers or documents relating to the Project within SLM's possession shall be delivered to Owners at a location to be specified by Owners in Valley County or Ada County, Idaho or may be forwarded to any other location of Owners' choosing at Owners' expense; provided SLM may retain a copy of those books and records necessary to comply with SLM's internal accounting and business requirements.

ARTICLE VI CONSIDERATION

6.1 Consideration. In accordance with the requirements of Section 2.1.1, only SLM may select employees working at SLM locations to be tenants in the Project while SLM is providing the services outlined in this Agreement.

6.2 Extraordinary Services. Owners agree to pay SLM additional fees for services the Owners elects to have SLM perform that are not SLM's responsibility under the terms of this Agreement, which include, but are not limited to the following (collectively, the "Extraordinary Services"): making

arrangements for appraisals and other materials required by a lender or the Owners in connection with a refinancing, a loan workout or a proposed sale of the Premises, Project, or both, obtaining income tax advice, preparing and presenting tax assessment protests, presenting testimony, proposals or petitions to planning or zoning committees or other public bodies, providing documentation or performing tasks at Owners' request in connection with pursuing Owners' legal remedies, court appearances, providing affidavits for court proceedings, testifying as an expert witness or attending a deposition, preparing packages for lenders, appraisers, brokers, and requesting brokers opinion of value and other such similar requests. Owners shall pay SLM for any such Extraordinary Services at the rates agreed to in writing by the Parties before SLM commences any Extraordinary Services.

6.3 Project Management Services. SLM may recommend that Owners consider new construction, renovation, modernization, tenant improvements, major alterations or any other significant capital improvements to the Premises, Project, or both. If Owners desire to engage SLM to coordinate any new construction, renovation, modernization, tenant improvements, major alterations or any other significant capital improvements to the Premises, Project, or both ("Project Manager Services"), such services shall be provided by SLM at the rates agreed to in writing by the Parties before SLM commences any Project Manager Services.

ARTICLE VII MISCELLANEOUS

7.1 Entire Agreement. This Agreement and the items incorporated herein contain all of the agreements of the Parties hereto with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by both SLM and Owners.

7.2 Assignment. None of the Parties may assign this Agreement without each Parties prior written consent, provided SLM's engagement of a third party to provide any or all services that are the responsibility of SLM is not an assignment pursuant to this Section 7.2.

7.3 Choice of Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho, without regard to the application of conflicts of law principles. The exclusive venue and jurisdiction for disputes arising out of or relating to this Agreement shall be in the District Court in and for the Fourth Judicial District of the State of Idaho, in and for Valley County.

7.4 Attorneys' Fees. In the event of any action between SLM and Owners or the Authority seeking enforcement of any terms of this Agreement, or in connection with the Project, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, all costs and expenses, including, but not limited to, reasonable attorneys' fees, including such costs and reasonable fees on appeal.

7.5 Notices. All communications, notices, and demands of any kind which any Party may be required to serve upon another Party shall be made in writing and delivered by personal service to the Party or sent by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

TO DISTRICT: McCall Memorial Hospital District
PO BOX 1283
McCall, Idaho 83638
Attention: Board Chair

WITH A COPY TO: Millemann Pemberton & Holm LLP
PO Box 1066
McCall, Idaho 83638

TO FOUNDATION: St. Luke's McCall Foundation, Inc.
1000 State Street
McCall, Idaho 83638
Attention: Executive Director

WITH A COPY TO: Parsons Behle & Latimer
To: Jason R. Mau
800 West Main Street, Suite 1300
Boise, Idaho 83702

TO ST. LUKE'S: St. Luke's Health System, Ltd.
190 E. Bannock Street
Boise, Idaho 83712
Attn: Real Estate Department

WITH A COPY TO: St. Luke's Health System, Ltd.
190 E. Bannock Street
Boise, ID 83712
Attn: Legal Department

TO IDAHO HEALTH FACILITIES AUTHORITY: Idaho Health Facilities Authority
1087 W. River St. Ste.200
Boise, Idaho 83702

WITH A COPY TO: Hawley Troxell
ATTN: Mike Stoddard
877 W. Main Street Suite 200
Boise, Idaho 83702

Notices mailed as aforesaid shall be deemed given three (3) days after the date of such mailing or upon the date of receipt if delivery is made in person or via overnight courier. Notwithstanding the foregoing, actual notice from whomever and whenever received shall always be effective.

7.6 Discrimination. Neither Owner, nor anyone authorized to act for such Parties shall, in the lease or in the provision of services or any other manner, discriminate against any person on the grounds of race, color, creed, religion, handicap, sex, national origin, sexual orientation, or any other basis prohibited by law.

7.7 Severability. If any provision of this Agreement or application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected

thereby, and each provision hereof shall be valid and shall be forced to the fullest extent permitted by law.

7.8 Owners' Hazardous Substances Indemnity. Only to the extent allowed by prevailing statutes and constitutional provisions, Owners shall indemnify and hold the SLM Indemnified Parties, as defined above, from and against any and all claims, damages, liabilities, expenses and costs (including reasonable attorneys' fees), penalties and charges assessed against or imposed upon the SLM Indemnified Parties by reason of Owners or any agents, employees or contractors of Owners keeping on or around the Premises, Project, or both, whether prior or subsequent to the date of this Agreement, for use, disposal, treatment, generation, storage or sale any substances, wastes, or materials designated as, or containing components designated as hazardous, dangerous toxic or harmful and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance (collectively the "Hazardous substances"). Owners shall be exclusively liable for any clean-up, monitoring, reporting, civil or criminal penalties, charges, fees or expenses (including attorneys' fees or costs) with respect to the Hazardous Substances, and Owners shall indemnify the SLM Indemnified Parties against the same. The foregoing indemnity is subject to the following limitations: (a) Owners will not indemnify any SLM Indemnified Party to the extent of such SLM Indemnified Party's willfully wrongful, reckless, or negligent actions or inactions; (b) Owners will not indemnify any SLM Indemnified Party's actions or inactions which violate the law or state regulations; and (c) Owners have the right to choose legal counsel to defend any SLM Indemnified Party for any claims or actions covered by this indemnity provision. The SLM Indemnified Parties shall promptly notify the Indemnifying Party in writing of any claim for indemnification, provided that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The SLM Indemnified Parties shall, if requested by the Indemnifying Party, give reasonable assistance to the Indemnifying Party in defense of any claim. In the event the Indemnifying Party shall be obligated hereunder to provide indemnification, exoneration or hold harmless rights for or make any payments with respect to any claim, the Indemnifying Party, if appropriate, shall be entitled to assume the defense of such claim with counsel approved by the SLM Indemnified Parties (which approval shall not be unreasonably withheld) upon the delivery to the Indemnified Party of written notice of the Indemnifying Parties' election to do so. After delivery of such notice, approval of such counsel by the SLM Indemnified Party and the retention of such counsel by the Indemnifying Party, the Indemnifying Party will not be liable to the SLM Indemnified Parties under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of the SLM Indemnified Parties with respect to the same claim; provided, however, that (i) the SLM Indemnified Parties shall have the right to employ the SLM Indemnified Parties' separate counsel in any such claim at the SLM Indemnified Parties expense and (ii) if (A) the employment of separate counsel by the SLM Indemnified Parties has been previously authorized by the Indemnifying Party, (B) the SLM Indemnified Parties shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the SLM Indemnified Parties in the conduct of any such defense or (C) the Indemnifying Party shall not continue to retain such counsel to defend such claim, then the fees and expenses of the SLM Indemnified Parties' separate counsel shall be expenses for which the Indemnified Party may receive indemnification, exoneration or hold harmless rights or payments hereunder.

7.9 SLM's Hazardous Substances Indemnity. SLM shall indemnify and hold the Owner Indemnified Parties, as defined above, from and against any and all claims, damages, liabilities, expenses and costs (including reasonable attorneys' fees), penalties and charges assessed against or imposed upon the Owner Indemnified Parties by reason of SLM or any agent, employee or contractor of SLM acting within the course and scope of their employment or contracted services on behalf of SLM (and excluding any employees or contractors acting in their capacity as tenants) keeping on or around the Premises, Project, or both, subsequent to the date of this Agreement, for use, disposal, treatment, generation, storage or sale any "Hazardous substances". SLM shall be exclusively liable for any clean-up, monitoring, reporting, civil or criminal penalties, charges, fees or expenses (including attorneys' fees or costs) with respect to the

Hazardous Substances, and SLM shall indemnify the Owner Indemnified Parties against the same. The foregoing indemnity is subject to the following limitations: (a) SLM will not indemnify any Owner Indemnified Party to the extent of such Owner Indemnified Party's willfully wrongful, reckless, or negligent actions or inactions; (b) SLM will not indemnify any Owner Indemnified Party's actions or inactions which violate the law or state regulations; and (c) SLM has the right to choose legal counsel to defend any Owner Indemnified Party for any claims or actions covered by this indemnity provision. The Owner Indemnified Parties shall promptly notify the Indemnifying Party in writing of any claim for indemnification, provided that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Owner Indemnified Parties shall, if requested by the Indemnifying Party, give reasonable assistance to the Indemnifying Party in defense of any claim. In the event the Indemnifying Party shall be obligated hereunder to provide indemnification, exoneration or hold harmless rights for or make any payments with respect to any claim, the Indemnifying Party, if appropriate, shall be entitled to assume the defense of such claim with counsel approved by the Owner Indemnified Parties (which approval shall not be unreasonably withheld) upon the delivery to the Owner Indemnified Party of written notice of the Indemnifying Parties' election to do so. After delivery of such notice, approval of such counsel by the Owner Indemnified Party and the retention of such counsel by the Indemnifying Party, the Indemnifying Party will not be liable to the Owner Indemnified Parties under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of the Owner Indemnified Parties with respect to the same claim; provided, however, that (i) the Owner Indemnified Parties shall have the right to employ the Owner Indemnified Parties' separate counsel in any such claim at the Owner Indemnified Parties expense and (ii) if (A) the employment of separate counsel by the Owner Indemnified Parties has been previously authorized by the Indemnifying Party, (B) the Owner Indemnified Parties shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Owner Indemnified Parties in the conduct of any such defense or (C) the Indemnifying Party shall not continue to retain such counsel to defend such claim, then the fees and expenses of the Owner Indemnified Parties' separate counsel shall be expenses for which the Indemnified Party may receive indemnification, exoneration or hold harmless rights or payments hereunder.

7.10 Successors Bound. This Agreement shall be binding upon the Parties hereto, their legal representatives, successors, and assigns.

7.11 Independent Contractor. It is expressly understood and agreed that SLM will act as an independent contractor in the performance of this Agreement and that no provision hereunder shall be intended to create a partnership or joint venture with respect to the Project or Owners.

7.12 Creditor Claims. SLM is not and never shall be liable to any creditor of Owners or to any claimant against the property of Owners. Except as otherwise provided in this Agreement, everything done by SLM in the performance of its obligations under this Agreement, and all expenses incurred pursuant hereto, shall be for and on behalf of Owners and for their account.

7.13 Joint and Several Liability of Owners. In the event the Premises and Project are owned by more than one Owner, the Owner's obligations set forth in this Agreement, including, without limitation, the Owner's indemnification obligations hereunder, shall be joint and several as to each Owner.

7.14 Relationship of SLM to Owners. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the Parties to this Agreement except as owner and manager, nor shall anything in this Agreement be construed as requiring SLM to bear any portion of the losses arising out of or connected with the ownership or operation of the Premises, Project, or both. At no time shall SLM be considered a direct employee of Owners. None of the Parties shall have the power to bind or obligate any other Party except as expressly set forth and limited in this Agreement.

7.15 Execution by Electronic Signature. This Agreement may be executed by an electronic signature. An executed copy delivered with electronic signature shall be deemed an original for all purposes hereof. Each Party executing by electronic signature shall provide an original signed copy to the Party entitled thereto within five (5) calendar days of such delivery.

7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one in the same instrument. The Parties expressly agree that the transactions contemplated by this Agreement may be conducted by electronic means. In furtherance of the foregoing, this Agreement may be signed and delivered by electronic signature or via email in PDF or other similar format, each of which shall be effective as an original.

7.17 Confidentiality. Prior to and during the course of this Agreement, Owners will communicate certain information to SLM and SLM will come into contact with confidential proprietary information of Owners, or their affiliates, owners, members, parent or subsidiaries (“**Owners Affiliates**”). This information shall include, but not be limited to, ownership structure of Owner, the location and condition of property of Owners or Owners Affiliates, and the scope of work SLM has been engaged to complete on behalf of Owner, as well as any information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (collectively, “**Confidential Information**”). SLM shall and shall ensure each of SLM’s employees or agents: (a) treat all such information as proprietary and confidential whether or not identified as proprietary and confidential; (b) not disclose any such information or make available any reports, photos, recommendations and/or work product SLM produces for Owners to any person, firm, or corporation, or use it in any manner whatsoever without the prior written consent of Owners; (c) indemnify and hold Owners harmless against any claims arising out of SLM’s disclosure of proprietary and confidential information to an unauthorized third party; and (d) promptly return any such information in its possession upon termination of this Agreement, or at Owners’ request.

7.18 Regulatory Compliance. It is the intent of the Parties hereto that the terms of this Agreement will be in strict compliance with applicable laws, statutes, rules and regulations. If in the opinion of any Party’s legal counsel, laws, regulations, interpretations or rulings raise reasonable concerns regarding the enforceability of this Agreement, or if strict compliance with this Agreement would not be consistent with any applicable laws, statutes, rules or regulations, or if the payment terms of this Agreement are inconsistent with a Party’s tax-exempt status, or if any authority commences regulatory or enforcement action, the Parties shall renegotiate any terms of this Agreement to cure the unenforceable term to secure such strict compliance. In the event the Parties, after exercising good faith, have been unable to renegotiate the terms of this Agreement within thirty (30) days, either Party shall be entitled to immediately terminate this Agreement. Upon such termination, neither Party shall have any further rights or obligations hereunder except those rights and obligations that expressly survive the termination.

7.19 Federal Program Eligibility. Each Party hereto represents and warrants to the others that (a) they are not excluded from participation under any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program (an “**Exclusion**”); (b) no Party has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it or its affiliates know or should know are excluded from participation in any federal health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred against it or its affiliates or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (an “**Adverse Action**”). Each Party shall notify the other Parties of any Exclusion or Adverse Action on any basis therefor within seven (7) days of its learning of any such Exclusion/Adverse Action. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at each Parties sole discretion.

7.20 Equal Opportunity. SLM is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as a protected veteran or an individual with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran or an individual with a disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

District: **McCall Memorial Hospital District**

SLM: **St. Luke's McCall, Ltd.**

By: _____

By: _____

(Print name) _____

(Print name) _____

Title:

Title:

DATED:

DATED:

Foundation: **St. Luke's McCall Foundation, Inc.**

Authority: **Idaho Health Facilities Authority**

By: _____

By: _____

(Print name) _____

(Print name) _____

Title:

Title:

DATED:

DATED:

EXHIBIT "A"

LEGAL DESCRIPTION AND SITE PLAN

A parcel of land situated in a portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 16 (from which the West Quarter Corner of said Section 16 bears South 00°43'56" West, 2643.18 feet distant); Thence on the west section line of said Section 16, South 00°43'56" West, 572.63 feet; Thence leaving said west section line, South 89°20'40" East, 30.53 feet, to a point on the northerly boundary line of Wildwoods Condominiums as shown on the official plat thereof on file in Book 5, on Page 4 of Plats, in the Office of the Recorder of Valley County, Idaho; Thence on said northerly boundary line, South 89°20'40" East, 222.07 feet, to the POINT OF BEGINNING:

Thence leaving said northerly boundary line, South 89°24'33" East, 303.02 feet to a point on a 50-foot Offset Spiral Curve, on the westerly right of way line of the abandoned Oregon Shortline Railroad; Thence on said westerly right of way line the following 2 courses of offset spiral curve to the left, South 00°59'29" East, 23.49 feet; Thence South 01°04'57" East, 23.49 feet; Thence South 01°05'51" East, 601.85 feet, to the northeasterly corner of the platted McCall Cemetery, as shown on that particular Record of Survey on record as Instrument No. 260532, in Book 7, on Page 89 of Records of Survey, in the Office of the Recorder of Valley County; Thence leaving said westerly right of way line, North 89°29'30" West, 553.00 feet, on the north line of said McCall Cemetery to a point on the easterly right of way line of North Mission Street; Thence on said easterly right of way line, North 06°25'23" West, 44.92 feet; Thence North 01°56'50" East, 117.54 feet, to a point on the boundary line of said Wildwoods Condominiums; Thence leaving said westerly right of way, on said boundary line the following 7 courses, South 88°03'10" East, 143.60 feet; Thence North 01°56'50" East, 30.00 feet; Thence South 88°03'10" East, 160.00 feet; Thence North 25°37'47" East, 124.48 feet; Thence North 01°56'50" East, 156.00 feet; Thence North 65°09'40" West, 145.39 feet; Thence North 02°56'20" East, 136.12 feet, to the POINT OF BEGINNING.

EXHIBIT "B"

LEASE DOCUMENTS

(space above this line for Recorder's use)

DRAFT

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS FOR
TRILLIUM RIDGE TOWNHOMES PHASES 1 AND 2**

THIS DECLARATION is made this _____ day of _____, 2017, by ST LUKES MCCALL FOUNDATION INC. and MCCALL MEMORIAL HOSPITAL DISTRICT, (collectively "Declarant").

ARTICLE 1 - GENERAL

Section 1.1 Local Housing Covenant: The name of the community created by this Declaration is "Trillium Ridge Townhomes Phases 1 and 2" (hereinafter "**Trillium Ridge Townhomes Phases 1 and 2**" or "**Community**") which is subject to the Local Housing Covenant (Rental Housing) recorded September 26, 2025 with the Valley County recorder as Instrument # 2025-005135. All of the Community is located in Valley County, Idaho.

Section 1.2 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is described in that certain Final Plat of Trillium Ridge Townhomes Phases 1 and 2 which is filed of record with the Office of Recorder of Valley County, Idaho as Instrument No. _____. Such property shall be referred to in this Declaration as "**the Property**".

Section 1.3 Control by Declarant and No Property Owners Association is Created: Declarant hereby retains control over the Property in its entirety. There shall be no Property Owners Association unless and until such time as the Property is transferred to a third party.

Section 1.4 Purpose of Declaration: This Declaration defines certain rights and obligations within the Trillium Ridge Townhomes Phases 1 and 2.

Section 1.5 Declaration: Declarant hereby declares that each Lot, Parcel or portion of the Property is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the

Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant.

1.6 Amendment Prior to transfer to third party Declarant hereby reserves their rights to amend this Declaration prior to transfer of the Property to any third party to amend the covenants contained herein and to form a Property Owners Association.

ARTICLE 2 - DEFINITIONS

Section 2.1 Common Area, Common Area Lot or Common Open Space: Property within the Trillium Ridge Townhomes Phases 1 and 2 platted area owned or controlled by Declarant for the benefit and use of its lessees their guests and invitees.

Section 2.2 Declarant: "Declarant" shall mean the ST LUKES MCCALL FOUNDATION INC. and MCCALL MEMORIAL HOSPITAL DISTRICT, and any successor bulk purchaser of Declarant's lots within the Property who is designated in a writing recorded with the Office of Recorder of Valley County, Idaho by ST LUKES MCCALL FOUNDATION INC. and MCCALL MEMORIAL HOSPITAL DISTRICT as a successor Declarant.

Section 2.3 Declaration: "Declaration" shall mean this Declaration and any subsequently recorded amendment hereto or restatement hereof.

Section 2.4 Drives: "Drives" shall mean the paved roads within Trillium Ridge Townhomes Phases 1 and 2.

Section 2.5 Improvements: "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 2.6 Lessee: Lessee shall mean the person(s) who occupy each Unit pursuant to rental agreement, leases, and rules and regulations of Declarant.

Section 2.7 Lot: "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot on the Plat. A lot may also be referred to herein as a "**Parcel**" or "**Unit**".

Section 2.8 Owner: The term "Owner" shall refer to Declarant or entity or those persons or entities who hold the ownership interest in a Lot as shown on the records of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.9 Plat: "Plat" shall mean the final plat for the Trillium Ridge Townhomes Phases 1 and 2, which is filed of record with the Valley County Office of Recorder as Instrument No. _____, and any subsequently recorded amendment hereto.

Section 2.10 Property Management Agreement: "Property Management Agreement" shall mean the agreement between Declarant and St. Luke's McCall and Idaho Health Facilities Authority for management of the Lots, Units, Common Area, Common Area Lots, Common

Open Spaces, Structures, and Improvements, and any and all other management agreements between those parties.

Section 2.11 Structure: "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

Section 2.12 Unit: "Unit" shall mean an individual Trillium Ridge Townhomes Phases 1 and 2 single family townhome unit of which each townhome unit is part of a fourplex. A unit may also be referred to herein as "Parcel" or "Lot".

Section 2.13 Vehicles: "Vehicles" shall mean automobiles and passenger trucks.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units: All of the subject Lots in the Property shall be used and occupied solely for single-family residential purposes; provided, the Declarant may use any Common Open Space for snow storage and other uses which, in the judgment of Declarant, are necessary for the operation and management of the Property. None of the subject Lots or Parcels shall be split, divided or subdivided into smaller Lots or Parcels than are indicated on the Plat. All Lots shall be subject to the following additional conditions and limitations:

A. No buildings other than Trillium Ridge Townhomes Phases 1 and 2 fourplex units, with garages included, shall be erected or maintained on any Lot, except for buildings which may be constructed by Declarant as needed for utilities, recreational activities, or other purposes. No use whatsoever shall be made of any Parcel herein other than single family residential, except as provided herein.

B. Owners, Lessees, or visitors and guests may park Vehicles in the driveway areas in front of the Unit garages and in designated parking areas.

C. No TV Satellite dishes shall be allowed, except as approved by the Declarant..

D. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance to others.

E. No activities shall be conducted on any Lot which are or might be unsafe or hazardous to any person or property.

F. No encroachment or private utilization of the Viking Lane right-of-way shall occur.

Section 3.2 In Home Businesses: Business or commercial activity shall not be allowed on the Property.

Section 3.3 Storage of Owners' and Lessee's Equipment: All Owners' and/or Lessees' snowmobiles, boats, boat trailers, travel trailers, camper trailers, motor homes, recreational vehicles, automotive campers, motorcycles, all-terrain vehicles or other vehicles or equipment other than automobiles and passenger trucks shall be parked/stored in a garage or off-

site; provided, such equipment may be parked in a driveway in front of an Owners' and Lessees' garage temporarily (i.e. for a period not to exceed 72 hours within any ten (10) day period).

Section 3.4 Animals: No animals, of any kind, except for household pets shall be kept on any portion of a Unit or Lot.

A. Pets: Not more than two Household pets may be kept in a Unit. Pets must be on a leash and accompanied by and under the control of the Owner and/or Lessee if outside of a Unit. Dogs and cats shall be allowed. Any other animal considered by the Owner and/or Lessee to be a pet can be kept in a Unit only with the prior consent of the Declarant, which consent may be granted or withheld in the Declarants' sole discretion.

B. Dogs: Consistent and/or chronic barking by dogs shall be considered a nuisance.

Section 3.5 Fences: No fence shall be constructed on the property.

Section 3.6 Rebuilding or Restoration: Any Unit which may be destroyed in whole or in part must be rebuilt by Declarant to the same design and specifications as the original Unit. Such rebuilding, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred. In such case, prior to applying for a Building Permit, all plans and specifications for the Unit must be submitted to and approved by Declarant, to establish conformity with the original design and specifications. The Declarant shall have the discretion to vary such original design, plans and specifications, if the Declarant determines, in its sole discretion, that doing so is consistent with the architectural character and appearance of the Community and is in compliance with the City of McCall's conditions of approval for the Trillium Ridge Townhomes Phases 1 and 2 Planned Unit Development and Final Plat, the terms of the Trillium Ridge Townhomes Phases 1 and 2 Development Agreement, and all other applicable Permits and Approvals.

Section 3.7 Drainage: There shall be no interference by an Owner and/or Lessee with the established drainage patterns over any portion of the Property.

Section 3.8 Utilities:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Community. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by the City of McCall.

C. Sewage Disposal: Sewage disposal for each Lot shall be supplied by the Payette Lakes Recreational Sewer & Water District.

D. Solid Waste: All Owners and/or Lessees shall participate in any solid waste collection services which provided by a City or County approved Contractor(s). All garbage cans or containers shall be kept inside the Unit's garage, except on the day of pick-up. In lieu of individual solid waste collection, Declarant may elect to provide a Community dumpster.

E. Propane: Propane shall be provided to each Unit by a provider selected by Declarant. Propane tanks may be placed by Declarant within the Common Area with appropriate screening or enclosures, or underground.

Section 3.9 Building and Grounds Conditions: The Property Management Agreement shall control responsibility of maintenance and upkeep of Lots.

Section 3.10 Refuse: No unsightly objects or materials, including but not limited to abandoned or unused, stripped-down, partially wrecked or otherwise inoperative motor vehicles or parts thereof, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited on any Lot. The Declarant's determination that an object, material or item falls within the purview of this Section shall be controlling on the Owners and/or Lessees.

Section 3.11 Signs: The only signs permitted on any Lot or improvement shall be:

A. One sign of customary size for identification of the occupant and the address of any dwelling;

B. Signs for sale and administration purposes installed by the Declarant during development;

C. Standard Real Estate signs advertising a Lot for sale or lease, not to exceed 9 square feet in surface size;

D. Signs placed by the Declarant as may be necessary to advise Owners, lessees and guests of Rules and Regulations, to caution or warn of danger or otherwise deemed necessary by Declarant; and,

E. Such signs as may be required by law.

Section 3.12 No Further Subdivision: No Lot may be further subdivided, nor reduced or subjected to any fractional ownership regime.

Section 3.13 Renting/Leasing a Unit: Leasing or renting of a Unit shall be prohibited, except in strict conformity with the following provisions:

A. Pursuant to the Local Housing Covenant (Rental Housing), the Property Management Agreement, and any other agreements as may be amended.

1. Unit. The lease or rental shall be of the entire Unit.

2. Copies of the current Declaration of CC&R's and all Rules and Regulations in place for the Community shall be appended to the lease or rental agreement and compliance therewith shall be a condition in the lease or rental agreement.

B. *Short term rentals of any Unit are prohibited. "Short term rental" for purposes of this Section 3.13, B shall mean any rental of a Unit, or any portion thereof, for a period or term of less than thirty (30) days.* A lessee shall NOT sublease their Unit;. ***BY LEASING A UNIT, THE LESSEE IS ACKNOWLEDGING THE PROHIBITION ON SHORT TERM RENTALS AND SUBLEASING ANY UNI AND THE AUTHORITY OF THE DECLARANT TO REGULATE LONG TERM RENTALS.***

Section 3.14 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain Board approval of any such Improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

ARTICLE 6 – EASEMENTS AND RESERVATIONS

Section 6.1 Common Area, Common Open Space, and Trail Easements: There is hereby imposed and all Lessees lease their Unit or in the event of sale of Unit, such owner to take title to their Lot, subject to a common area easement including open space, trial easements, and the plat within the Property which is outside of the footprints of the Units. Footprint shall include all decks and patios. The purpose of this Easement shall be to assure uniform and consistent appearance and quality throughout the Community. This Easement shall grant to the Declarant control over the property which is subject to the Easement for purposes which shall include but not be limited to:

- A. the planting, maintenance, repair and replacement of landscaping and vegetation;
- B. the access to and maintenance and repair of all aspects and elements of the exteriors of the Units, including but not limited to roofs, siding, windows, doors and foundations;
- C. the storage of snow; and,
- D. the performance of maintenance.

All portions of the Property which are subject to the Common Area Easement and which are not included in the Drives, the Drive Right-of-Ways, the Driveways, and property on which Improvements are constructed shall be considered and shall be maintained as Common Open Space and shall be maintained to the greatest extent possible as greenspace and parking as

designed by Declarant. “Greenspace”, for purposes of this Section, shall mean property principally containing natural vegetation, maintained landscaping, pedestrian pathways and sidewalks, and related features consistent with pedestrian and recreational use.

Section 6.2 Declarant's Reservations:

A. Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all Lots for: (i) the construction of Townhomes, the Drives and Driveways, the pedestrian pathways, and all Common Area Improvements; (ii) the installation or extension of Utilities, (iii) the storage of materials during construction; (iv) the construction of storm water retention, collection and transference facilities, and, (v) all grading related to the aforesaid activities.

B. Declarant reserves all easements shown on the Final Plat.

C. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Property to the first Owner thereof other than Declarant. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 6.3 Other Easements:

A. No Owner and/or Lessee shall obstruct or do anything which materially interferes with the rights of the holder of or users of any easements which are reserved herein, shown on the Plat or established as a matter of public record.

ARTICLE 10 – GENERAL PROVISIONS

Section 10.1 Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each lot in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 10.2 Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 10.3 Amendment of the Declaration: Any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or

terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting for such amendment or termination.

Section 10.4 Remedies Cumulative: Each remedy provided under the THIS document is cumulative and not exclusive.

Section 10.5 Costs and Attorneys Fees: In any action or proceeding involving, applying or based on the Declaration of Protective Covenant, Conditions, and Restrictions, or the meaning, effect, or enforcement thereof, the party which seeks to enforce such documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

Section 10.6 Limitation of Liability: Declarant and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

Section 10.7 Governing Law: The Declaration of Protective Covenant, Conditions, and Restrictions shall be construed and governed under the laws of the State of Idaho.

Section 10.8 Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 10.9 Number and Gender: Unless the context requires a contrary construction, as used in this document, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10.10 Captions for Content: The titles, headings and captions used in the this document are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

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

DECLARANT:

ST. LUKE'S MCCALL FOUNDATION, INC
RON ERSKINE, PRESIDENT

MCCALL MEMORIAL HOSPITAL DISTRICT
ANDREW LAIDLAW, BOARD CHAIR

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me,
_____, a Notary Public in and for said State, personally appeared
RON ERSKINE, known or identified to me to be the President of the ST. LUKE'S MCCALL
FOUNDATION, INC. that executed the instrument or the person who executed the instrument
on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC FOR _____
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me,
_____, a Notary Public in and for said State, personally appeared
ANDREW LAIDLAW, known or identified to me to be the Chairman of the Board of the
MCCALL MEMORIAL HOSPITAL DISTRICT that executed the instrument or the person who
executed the instrument on behalf of said District, and acknowledged to me that such District
executed the same.

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

NOTARY PUBLIC FOR _____
My Commission Expires: _____

February 2026 Workforce Housing Invoice Packet

Vendor	Invoice Date	Invoice Number	Tracking Date	Invoice Total	Notes
Costco - Appliances	1/15/2026	1257419044	1/16/2026	\$9,327.88	
Payette Lakes Recreational Water & Sewer District	2/3/2026	N/A	2/3/2026	\$55,136.00	4 Connection Fees @ \$13,784 each
City of McCall	1/16/2026	6979	2/5/2026	\$208.00	
Jordan-Wilcomb Construction Inc.	2/5/2026	N/A	2/5/2026	\$252,272.50	
Irontown Modular	2/5/2026	6253	2/6/2026	\$60,299.84	

Invoices Total:	\$377,244.22
Invoices Total at 50%	\$188,622.11



Shop

Search



Warehouses Account Cart

Lists / Buy Again

My Warehouse

Delivery Location

Boise

83638

Open until 8:30 PM

Account Home

Orders and Purchases

Online

Warehouse

Your new orders will appear shortly after confirmation.

View Flexible Spending Account (FSA) Purchases

Showing

Last 3 Months

Online

1257419044

01/15/2026

Total \$9,327.88

View Order Details

Buy Items Again

Order Placed



Whirlpool 7.4 cu. ft. Smart Front Load ELECTRIC Dryer with Quick Dry

Delivery and Set Up

Scheduled Delivery

Thursday, January 22



Whirlpool 4.5 cu. ft. Front Load Washer with Tumble Fresh Option

Delivery and Set Up

Scheduled Delivery

Thursday, January 22



Samsung 17.5 cu. ft. Smart Counter Depth 3-Door French Door Refrigerator

Delivery and Set Up

Scheduled Delivery

Thursday, January 22

Learn how to [manage your delivery using UPS My Choice®](#).

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PAYETTE LAKES RECREATIONAL WATER AND SEWER DISTRICT

201 Jacob Street, McCall, Idaho 83638
208-634-4111 • info@plrwds.org

RESIDENTIAL SEWER CONNECTION PERMIT *McCall Memorial*

Owner(s): St. Luke's McCall Foundation Inc. + Hospital District ("Owner")

Telephone: (208) 315-2617 Alternate Phone: (208) 630-3227

Billing Address: Attn: Foundation, 1000 State St.

City: McCall State: ID Zip: 83638

Lot/Block/Subdivision or Legal/common description of property to be connected:
See Exhibit A - Legal Description

Service address of property: 131 Viking Ln. McCall, ID 83638

Number of Connections: (as allowed to parcel by PLRWSD Design Density)

1 Primary Residential Structure: Finished Living Space: 1400 Square Feet

 Separate Secondary Residential Structure with plumbing: Finished Living Space Sq. Ft.

 Attached Secondary Residential Unit capable of providing independent living space Sq. Ft.

Connection fee per Residential Connection: \$13,784 Number of Connections: 1

Fees Paid: \$13,784 Date fee paid: 2/3/26 Check Number: 6843

PERMIT PURCHASED BY: St. Luke's McCall Foundation, Inc.

PERMIT ISSUED BY: _____
Signature of PLRWSD Representative Title Date

TERMS OF PERMIT: (please initial to agree)

[Signature] AD As a condition to the issuance of this Permit, Owner must provide to Payette Lakes Recreational Water and Sewer District ("PLRWSD"), in an electronic format acceptable to PLRWSD, the architectural plans for any to be constructed residential structures or improvements on the subject property. Owner acknowledges that this Permit is being issued pursuant to such plans and that any subsequent changes to such plans may result in Owner's noncompliance with the terms hereof. Owner agrees to provide PLRWSD with final plans, to the extent such final plans differ from the plans initially provided, prior to the issuance of the Certificate of Occupancy.

[Signature] AD Residential service connections requiring a tap to the collection system shall be made only pursuant to inspection and written approval by PLRWSD personnel **PRIOR TO BACKFILL**. Service taps must meet specifications of the PLRWSD and the Idaho Division of Building Safety Plumbing Bureau.

[Signature] AD Owner agrees to pay the monthly base rate for each connection beginning on the date of purchase of this Permit.

[Signature] AD Satisfactory connection to a PLRWSD sewer line **MUST BE COMPLETED WITHIN TWENTY-FOUR (24) MONTHS FROM THE DATE OF THIS PERMIT**. This Permit will expire and become NULL AND VOID if satisfactory connection is not made within such time period. Upon expiration, the permit fee and base rate fees **WILL NOT BE REFUNDED**.

[Signature] AD Upon occupancy of the residence, or after a grace period of one year, whichever occurs sooner, full monthly user fees will be assessed according to the PLRWSD Monthly User Fee Rate Structure Policy.

[Signature] AD This Permit is valid only for connection to the property identified above, and is not transferrable to any other property.

[Signature] AD Owner agrees to comply with all rules and regulations of PLRWSD as the same may be amended from time to time.

[Signature] AD Owner agrees to comply with all policies of PLRWSD as the same may be amended from time to time including, without limitation, the: (i) Harmful Substance and Excessive Flow Policy, (ii) Sewer Density Policy, and (iii) Accessory Dwelling Unit Policy.

[Signature] AD Owner grants to PLRWSD the unconditional right to inspect the property and residence subject to this Permit following issuance of the Certificate of Occupancy. Further, Owner grants to PLRWSD the right, upon five (5) days prior notice, to inspect the property and residence subject to this Permit when PLRWSD has reasonable suspicion to believe that Owner is not complying with the rules, regulations or policies of PLRWSD. Failure to allow inspection as granted in this Permit is cause for revocation of this Permit and disconnection of service.

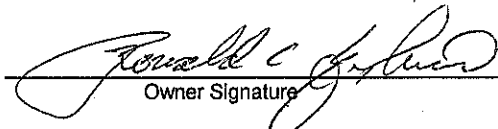
[Signature] AD The terms of this Permit apply to and are binding on Owner and Owner's successors and assigns.

TERMS OF PERMIT CONTINUED: (please initial to agree)


FAILURE TO COMPLY WITH THE TERMS OF THIS PERMIT IS CAUSE FOR REVOCATION OF THIS PERMIT AND DISCONNECTION OF SERVICE IN THE SOLE DISCRETION OF PLRWSD. Owner agrees to pay all costs, fees and expenses incurred by PLRWSD as a result of Owner's violation of the terms of this Permit, including, but not limited to, the costs of disconnection of service and reasonable attorneys' fees. Owner further agrees that PLRWSD shall not be held liable for damages to Owner or the property by reason of such revocation or disconnection. In the event of revocation of this Permit, paid permit fees, base rate fees, and monthly user fees WILL NOT BE REFUNDED.

Owner Acceptance and Acknowledgment

By payment for and acceptance of this Permit the undersigned Owner expressly agrees to the terms and conditions of this Permit including, but not limited to, the inspection and approval requirements set forth herein, and to adhere to the rules, regulations, and policies of the Payette Lakes Recreational Water and Sewer District, all as further set forth in "Terms of Permit" above. Failure to comply with the terms of this Permit may result in revocation or disconnection of service.


Owner Signature 2/2/26
Date

RONALD C. ERSKINE
Print Name


Owner Signature 2/3/26
Date

Andy Laidlaw
Print Name

Plans Received Date: _____

Approved By: _____

Sewer Tap Inspection Date: _____

Approved By: _____

PLRWSD Representative

PLRWSD Representative

Exhibit A – Legal Description

For property commonly known as 4.8 acres TBD Mission Street, McCall, ID 83638
To be used with purchase contract between McCall Donnelly School District and St.
Luke's McCall Foundation and/or assigns.

A parcel of land situate in a portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 16 (from which the West Quarter Corner of said Section 16 bears South 00°43'56" West, 2643.18 feet distant); Thence on the west section line of said Section 16, South 00°43'56" West, 572.63 feet; Thence leaving said west section line, South 89°20'40" East, 30.53 feet, to a point on the northerly boundary line of Wildwoods Condominiums as shown on the official plat thereof on file in Book 5, on Page 4 of Plats, in the Office of the Recorder of Valley County, Idaho; Thence on said northerly boundary line, South 89°20'40" East, 222.07 feet, to the POINT OF BEGINNING:

Thence leaving said northerly boundary line, South 89°24'33" East, 303.02 feet to a point on a 50-foot Offset Spiral Curve, on the westerly right of way line of the abandoned Oregon Shortline Railroad; Thence on said westerly right of way line the following 2 courses of offset spiral curve to the left, South 00°59'29" East, 23.49 feet; Thence South 01°04'57" East, 23.49 feet; Thence South 01°05'51" East, 601.85 feet, to the northeasterly corner of the platted McCall Cemetery, as shown on that particular Record of Survey on record as Instrument No. 260532, in Book 7, on Page 89 of Records of Survey, in the Office of the Recorder of Valley County; Thence leaving said westerly right of way line, North 89°29'30" West, 553.00 feet, on the north line of said McCall Cemetery to a point on the easterly right of way line of North Mission Street; Thence on said easterly right of way line, North 06°25'23" West, 44.92 feet; Thence North 01°56'50" East, 117.54 feet, to a point on the boundary line of said Wildwoods Condominiums; Thence leaving said westerly right of way, on said boundary line the following 7 courses, South 88°03'10" East, 143.60 feet; Thence North 01°56'50" East, 30.00 feet; Thence South 88°03'10" East, 160.00 feet; Thence North 25°37'47" East, 124.48 feet; Thence North 01°56'50" East, 156.00 feet; Thence North 65°09'40" West, 145.39 feet; Thence North 02°56'20" East, 136.12 feet, to the POINT OF BEGINNING.

Buyer:

Seller:

PAYETTE LAKES RECREATIONAL WATER AND SEWER DISTRICT

201 Jacob Street, McCall, Idaho 83638
208-634-4111 • info@plrwsd.org

RESIDENTIAL SEWER CONNECTION PERMIT *McCall Memorial*

Owner(s): St. Luke's McCall Foundation Inc. + Hospital District ("Owner")

Telephone: (208) 315-2617 Alternate Phone: (208) 630-3227

Billing Address: Attn: Foundation, 1000 State St.

City: McCall State: ID Zip: 83638

Lot/Block/Subdivision or Legal/common description of property to be connected:

See Exhibit A - Legal Description

Service address of property: 129 Viking Ln. McCall, ID 83638

Number of Connections: (as allowed to parcel by PLRWSD Design Density)

1 Primary Residential Structure: Finished Living Space: 1400 Square Feet

 Separate Secondary Residential Structure with plumbing: Finished Living Space Sq. Ft.

 Attached Secondary Residential Unit capable of providing independent living space Sq. Ft.

Connection fee per Residential Connection: \$13,784 Number of Connections: 1

Fees Paid: \$13,784 Date fee paid: 2/3/26 Check Number: 6843

PERMIT PURCHASED BY: St. Luke's McCall Foundation, Inc.

PERMIT ISSUED BY: _____

Signature of PLRWSD Representative Title Date

TERMS OF PERMIT: (please initial to agree)

[Initials] As a condition to the issuance of this Permit, Owner must provide to Payette Lakes Recreational Water and Sewer District ("PLRWSD"), in an electronic format acceptable to PLRWSD, the architectural plans for any to be constructed residential structures or improvements on the subject property. Owner acknowledges that this Permit is being issued pursuant to such plans and that any subsequent changes to such plans may result in Owner's noncompliance with the terms hereof. Owner agrees to provide PLRWSD with final plans, to the extent such final plans differ from the plans initially provided, prior to the issuance of the Certificate of Occupancy.

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[Initials] Owner agrees to pay the monthly base rate for each connection beginning on the date of purchase of this Permit.

[Initials] Satisfactory connection to a PLRWSD sewer line **MUST BE COMPLETED WITHIN TWENTY-FOUR (24) MONTHS FROM THE DATE OF THIS PERMIT**. This Permit will expire and become NULL AND VOID if satisfactory connection is not made within such time period. Upon expiration, the permit fee and base rate fees **WILL NOT BE REFUNDED**.

[Initials] Upon occupancy of the residence, or after a grace period of one year, whichever occurs sooner, full monthly user fees will be assessed according to the PLRWSD Monthly User Fee Rate Structure Policy.

[Initials] This Permit is valid only for connection to the property identified above, and is not transferrable to any other property.

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[Initials] Owner agrees to comply with all policies of PLRWSD as the same may be amended from time to time including, without limitation, the: (i) Harmful Substance and Excessive Flow Policy, (ii) Sewer Density Policy, and (iii) Accessory Dwelling Unit Policy.

[Initials] Owner grants to PLRWSD the unconditional right to inspect the property and residence subject to this Permit following issuance of the Certificate of Occupancy. Further, Owner grants to PLRWSD the right, upon five (5) days prior notice, to inspect the property and residence subject to this Permit when PLRWSD has reasonable suspicion to believe that Owner is not complying with the rules, regulations or policies of PLRWSD. Failure to allow inspection as granted in this Permit is cause for revocation of this Permit and disconnection of service.

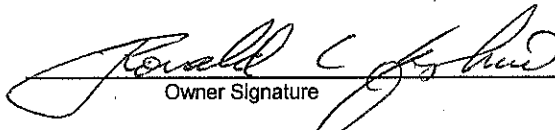
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TERMS OF PERMIT CONTINUED: (please initial to agree)

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Owner Acceptance and Acknowledgment

By payment for and acceptance of this Permit the undersigned Owner expressly agrees to the terms and conditions of this Permit including, but not limited to, the inspection and approval requirements set forth herein, and to adhere to the rules, regulations, and policies of the Payette Lakes Recreational Water and Sewer District, all as further set forth in "Terms of Permit" above. Failure to comply with the terms of this Permit may result in revocation or disconnection of service.

 _____
Owner Signature 2/2/26
Date

RONALD C ERSKINE

Print Name

 _____
Owner Signature 2/3/26
Date

Andy Lund

Print Name

Plans Received Date: _____

Approved By: _____

PLRWSD Representative

Sewer Tap Inspection Date: _____

Approved By: _____

PLRWSD Representative

Exhibit A – Legal Description

For property commonly known as 4.8 acres TBD Mission Street, McCall, ID 83638
To be used with purchase contract between McCall Donnelly School District and St.
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A parcel of land situate in a portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 16 (from which the West Quarter Corner of said Section 16 bears South 00°43'56" West, 2643.18 feet distant); Thence on the west section line of said Section 16, South 00°43'56" West, 572.63 feet; Thence leaving said west section line, South 89°20'40" East, 30.53 feet, to a point on the northerly boundary line of Wildwoods Condominiums as shown on the official plat thereof on file in Book 5, on Page 4 of Plats, in the Office of the Recorder of Valley County, Idaho; Thence on said northerly boundary line, South 89°20'40" East, 222.07 feet, to the POINT OF BEGINNING:

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Buyer:

Seller:

PAYETTE LAKES RECREATIONAL WATER AND SEWER DISTRICT

201 Jacob Street, McCall, Idaho 83638
208-634-4111 • info@plrwds.org

RESIDENTIAL SEWER CONNECTION PERMIT *McCall Memorial*

Owner(s): St. Luke's McCall Foundation Inc. + Hospital District ("Owner")

Telephone: (208) 315-2617 Alternate Phone: (208) 630-3227

Billing Address: Attn: Foundation, 1000 State St.

City: McCall State: ID Zip: 83638

Lot/Block/Subdivision or Legal/common description of property to be connected:
See Exhibit A - Legal Description

Service address of property: 127 Viking Ln. McCall, ID 83638

Number of Connections: (as allowed to parcel by PLRWSD Design Density)

1 Primary Residential Structure: Finished Living Space: 1400 Square Feet

 Separate Secondary Residential Structure with plumbing: Finished Living Space Sq. Ft.

 Attached Secondary Residential Unit capable of providing independent living space Sq. Ft.

Connection fee per Residential Connection: \$13,784 Number of Connections: 1

Fees Paid: \$13,784 Date fee paid: 2/3/26 Check Number: 6843

PERMIT PURCHASED BY: St. Luke's McCall Foundation, Inc.

PERMIT ISSUED BY: _____
Signature of PLRWSD Representative Title Date

TERMS OF PERMIT: (please initial to agree)

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[Initials] Owner agrees to comply with all policies of PLRWSD as the same may be amended from time to time including, without limitation, the: (i) Harmful Substance and Excessive Flow Policy, (ii) Sewer Density Policy, and (iii) Accessory Dwelling Unit Policy.

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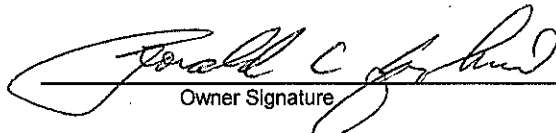
[Initials] The terms of this Permit apply to and are binding on Owner and Owner's successors and assigns.

TERMS OF PERMIT CONTINUED: (please initial to agree)

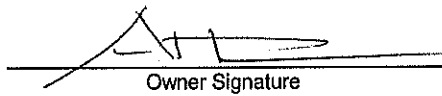
PLR FAILURE TO COMPLY WITH THE TERMS OF THIS PERMIT IS CAUSE FOR REVOCATION OF THIS PERMIT AND DISCONNECTION OF SERVICE IN THE SOLE DISCRETION OF PLRWSD. Owner agrees to pay all costs, fees and expenses incurred by PLRWSD as a result of Owner's violation of the terms of this Permit, including, but not limited to, the costs of disconnection of service and reasonable attorneys' fees. Owner further agrees that PLRWSD shall not be held liable for damages to Owner or the property by reason of such revocation or disconnection. In the event of revocation of this Permit, paid permit fees, base rate fees, and monthly user fees WILL NOT BE REFUNDED.

Owner Acceptance and Acknowledgment

By payment for and acceptance of this Permit the undersigned Owner expressly agrees to the terms and conditions of this Permit including, but not limited to, the inspection and approval requirements set forth herein, and to adhere to the rules, regulations, and policies of the Payette Lakes Recreational Water and Sewer District, all as further set forth in "Terms of Permit" above. Failure to comply with the terms of this Permit may result in revocation or disconnection of service.


Owner Signature 2/2/26
Date

RONALD C. ERSKINE
Print Name


Owner Signature 2/3/26
Date

Andy Anderson
Print Name

Plans Received Date: _____

Approved By: _____

PLRWSD Representative

Sewer Tap Inspection Date: _____

Approved By: _____

PLRWSD Representative

Exhibit A – Legal Description

For property commonly known as 4.8 acres TBD Mission Street, McCall, ID 83638

To be used with purchase contract between McCall Donnelly School District and St. Luke's McCall Foundation and/or assigns.

A parcel of land situate in a portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 16 (from which the West Quarter Corner of said Section 16 bears South 00°43'56" West, 2643.18 feet distant); Thence on the west section line of said Section 16, South 00°43'56" West, 572.63 feet; Thence leaving said west section line, South 89°20'40" East, 30.53 feet, to a point on the northerly boundary line of Wildwoods Condominiums as shown on the official plat thereof on file in Book 5, on Page 4 of Plats, in the Office of the Recorder of Valley County, Idaho; Thence on said northerly boundary line, South 89°20'40" East, 222.07 feet, to the POINT OF BEGINNING:

Thence leaving said northerly boundary line, South 89°24'33" East, 303.02 feet to a point on a 50-foot Offset Spiral Curve, on the westerly right of way line of the abandoned Oregon Shortline Railroad; Thence on said westerly right of way line the following 2 courses of offset spiral curve to the left, South 00°59'29" East, 23.49 feet; Thence South 01°04'57" East, 23.49 feet; Thence South 01°05'51" East, 601.85 feet, to the northeasterly corner of the platted McCall Cemetery, as shown on that particular Record of Survey on record as Instrument No. 260532, in Book 7, on Page 89 of Records of Survey, in the Office of the Recorder of Valley County; Thence leaving said westerly right of way line, North 89°29'30" West, 553.00 feet, on the north line of said McCall Cemetery to a point on the easterly right of way line of North Mission Street; Thence on said easterly right of way line, North 06°25'23" West, 44.92 feet; Thence North 01°56'50" East, 117.54 feet, to a point on the boundary line of said Wildwoods Condominiums; Thence leaving said westerly right of way, on said boundary line the following 7 courses, South 88°03'10" East, 143.60 feet; Thence North 01°56'50" East, 30.00 feet; Thence South 88°03'10" East, 160.00 feet; Thence North 25°37'47" East, 124.48 feet; Thence North 01°56'50" East, 156.00 feet; Thence North 65°09'40" West, 145.39 feet; Thence North 02°56'20" East, 136.12 feet, to the POINT OF BEGINNING.

Buyer:

Seller:

PAYETTE LAKES RECREATIONAL WATER AND SEWER DISTRICT

201 Jacob Street, McCall, Idaho 83638

208-634-4111 • info@plrwsd.org

RESIDENTIAL SEWER CONNECTION PERMIT

McCall Memorial

Owner(s): St. Luke's McCall Foundation Inc. + Hospital District ("Owner")

Telephone: (208) 315-2617 Alternate Phone: (208) 630-3227

Billing Address: Attn: Foundation, 1000 State St.

City: McCall State: ID Zip: 83638

Lot/Block/Subdivision or Legal/common description of property to be connected:

See Exhibit A - Legal Description

Service address of property: 125 Viking Ln. McCall, ID 83638

Number of Connections: (as allowed to parcel by PLRWSD Design Density)

1 Primary Residential Structure: Finished Living Space: 1400 Square Feet

 Separate Secondary Residential Structure with plumbing: Finished Living Space Sq. Ft.

 Attached Secondary Residential Unit capable of providing independent living space Sq. Ft.

Connection fee per Residential Connection: \$13,784 Number of Connections: 1

Fees Paid: \$13,784 Date fee paid: 2/3/26 Check Number: 6843

PERMIT PURCHASED BY: St. Luke's McCall Foundation, Inc.

PERMIT ISSUED BY: _____

Signature of PLRWSD Representative

Title

Date

TERMS OF PERMIT: (please initial to agree)

AL As a condition to the issuance of this Permit, Owner must provide to Payette Lakes Recreational Water and Sewer District ("PLRWSD"), in an electronic format acceptable to PLRWSD, the architectural plans for any to be constructed residential structures or improvements on the subject property. Owner acknowledges that this Permit is being issued pursuant to such plans and that any subsequent changes to such plans may result in Owner's noncompliance with the terms hereof. Owner agrees to provide PLRWSD with final plans, to the extent such final plans differ from the plans initially provided, prior to the issuance of the Certificate of Occupancy.

AD Residential service connections requiring a tap to the collection system shall be made only pursuant to inspection and written approval by PLRWSD personnel **PRIOR TO BACKFILL**. Service taps must meet specifications of the PLRWSD and the Idaho Division of Building Safety Plumbing Bureau.

AD Owner agrees to pay the monthly base rate for each connection beginning on the date of purchase of this Permit.

AD Satisfactory connection to a PLRWSD sewer line **MUST BE COMPLETED WITHIN TWENTY-FOUR (24) MONTHS FROM THE DATE OF THIS PERMIT**. This Permit will expire and become **NULL AND VOID** if satisfactory connection is not made within such time period. Upon expiration, the permit fee and base rate fees **WILL NOT BE REFUNDED**.

AD Upon occupancy of the residence, or after a grace period of one year, whichever occurs sooner, full monthly user fees will be assessed according to the PLRWSD Monthly User Fee Rate Structure Policy.

AD This Permit is valid only for connection to the property identified above, and is not transferrable to any other property.

AD Owner agrees to comply with all rules and regulations of PLRWSD as the same may be amended from time to time.

AD Owner agrees to comply with all policies of PLRWSD as the same may be amended from time to time including, without limitation, the: (i) Harmful Substance and Excessive Flow Policy, (ii) Sewer Density Policy, and (iii) Accessory Dwelling Unit Policy.

AD Owner grants to PLRWSD the unconditional right to inspect the property and residence subject to this Permit following issuance of the Certificate of Occupancy. Further, Owner grants to PLRWSD the right, upon five (5) days prior notice, to inspect the property and residence subject to this Permit when PLRWSD has reasonable suspicion to believe that Owner is not complying with the rules, regulations or policies of PLRWSD. Failure to allow inspection as granted in this Permit is cause for revocation of this Permit and disconnection of service.

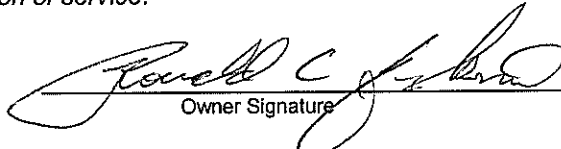
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TERMS OF PERMIT CONTINUED: (please initial to agree)

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Owner Acceptance and Acknowledgment

By payment for and acceptance of this Permit the undersigned Owner expressly agrees to the terms and conditions of this Permit including, but not limited to, the inspection and approval requirements set forth herein, and to adhere to the rules, regulations, and policies of the Payette Lakes Recreational Water and Sewer District, all as further set forth in "Terms of Permit" above. Failure to comply with the terms of this Permit may result in revocation or disconnection of service.


Owner Signature 2/2/26
Date

RONALD C. ERSKINE
Print Name


Owner Signature 2/3/26
Date

Andy Laudlaw
Print Name

Plans Received Date: _____

Approved By: _____

PLRWSD Representative

Sewer Tap Inspection Date: _____

Approved By: _____

PLRWSD Representative

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Buyer:

Seller:

CITY OF MCCALL
 216 E. Park Street

INVOICE

McCall ID 83638
 Phone: (208) 634-8909 Fax: (208) 634-8909

Date	Number	Page
01/16/2026	6979	1

Bill To: St Lukes Foundation
 c/o Kirtsen Azoulay
 1000 State St
 McCall ID 83638

Customer No. 172.5
 Contact: Kirtsen Azoulay
 Terms: Net 30 Days

Quantity	Description	Unit Price	Net Amount
	Balance Forward:		
1	PUD 24-03 St Lukes Hospital	100.00	100.00
1	12-03-2025 MS Review record drawings and send comme	100.00	50.00
0	12-08-2025 MS Meet with applicants to discuss record dra	100.00	33.00
0	PUD 24-03 Invoice Preparation	100.00	25.00
		Statement Balance:	208.00

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): ST. LUKE'S MCCALL FOUNDATION
1000 STATE STREET
MCCALL ID 83638

PROJECT: ST. LUKE'S MISSION STREET
WORKFORCE HOUSING
2000 MISSION STREET
MCCALL ID 83638

APPLICATION NO: SUMMARY APPLICATION #09
PERIOD TO: 1/31/2026

DISTRIBUTION TO:
_OWNER
_ARCHITECT
_CONTRACTOR

FROM (CONTRACTOR): Jordan-Wilcomb Construction, Inc.
600 S 8th Street
Boise, ID 83702

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as show below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached

1. ORIGINAL CONTRACT SUM.....	\$	<u>2,178,187.03</u>
2. Net Change by Change Orders.....	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	<u>2,178,187.03</u>
4. TOTAL COMPLETED AND STORED TO DATE.....	\$	<u>1,698,801.00</u>
5. RETAINAGE:		
a. 4.81% of Completed Work	\$	<u>81,726.65</u>
b. 0.00% of Stored Materials	\$	<u>0.00</u>
Total retainage (Line 5a + 5 b)	\$	<u>81,726.65</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	
(Line 4 less line 5 Total)		<u>1,617,074.35</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	
(Line 6 from prior Certificate)		<u>1,364,801.85</u>
8. CURRENT PAYMENT DUE.....	\$	<u>252,272.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$	
(Line 3 less Line 6)	\$	<u>561,112.68</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		0.00
Total approved this month		0.00
TOTALS		0.00
NET CHANGSE by Change Order		

The Undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Jordan-Wilcomb Construction, Inc.
600 S 8th Street Boise, ID 83702

By: [Signature]
T.J. Wilcomb/President

Date: 2/15/2026

State of: ID

County of: ADA

Subscribed and Sworn to before me this 15th Day of FEB

Notary Public: [Signature]
My Commission Expires: 9-8-2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

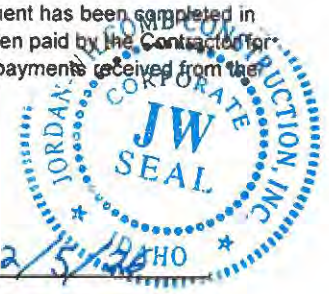
AMOUNT CERTIFIED..... \$ _____

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract



AIA Type Document

Application and Certification for Payment

TO (OWNER): ST. LUKE'S MCCAL FOUNDATION
 1000 STATE STREET
 MCCALL ID 83638

PROJECT: MISSION STREET WORKFORC HOL
 2000 MISSION ST.
 MCCALL ID 83638

APPLICATION NO: SUMMARY APPLICATION
 PERIOD TO: 1/31/2026

DISTRIBUTION
 TO:
 _OWNER
 _ARCHITECT
 _CONTRACTOR

FROM (CONTRACTOR): Jordan-Wilcomb Construction, Inc.
 600 S 8th Street
 Boise ID 83702

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIALS	COMPLETED STORED	%	BALANCE	RETAINAGE
PHASE 1									
1	AMENDMENT #2 SITE MOBILIZATION/TREE REMOVAL	\$210,345.03	\$149,007.00	\$4,113.00	\$0.00	\$153,120.00	72.79%	\$ 57,225.03	\$ 7,656.00
2	AMENDMENT #3 NORTH LOOP INFRASTRUCTURE & ROAD DEVELOPMENT	\$875,038.00	\$790,558.00	\$12,073.00	\$0.00	\$802,631.00	91.73%	\$ 72,407.00	\$ 40,131.55
3	AMENDMENT #5 WORKFORCE TOWNHOMES	\$1,092,804.00	\$493,686.00	\$249,364.00	\$0.00	\$743,050.00	67.99%	\$ 349,754.00	\$ 33,939.10
REPORT TOTALS:		\$2,178,187.03	\$1,433,251.00	\$265,550.00	\$0.00	\$1,698,801.00	77.99%	\$479,386.03	\$81,726.65

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: ST. LUKE'S MISSION STREET WORKFORCE HOUSING

Upon receipt by the undersigned of a check from ST. LUKE'S MCCALL FOUNDATION in the sum of \$252,272.50 to JORDAN-WILCOMB CONST., INC. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, stop notice, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of ST. LUKE'S MISSION STREET WORKFORCE HOUSING located at 2000 MISSION STREET MCCALL ID 83638 to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to the jobsite or to ST. LUKE'S MCCALL FOUNDATION through 1/31/2026 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date or pending modifications and changes. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

DATE: 2/5/26

JORDAN-WILCOMB CONST., INC.



[Handwritten Signature]
(signature)

President
(title)

INVOICE

Irontown Modular
1947 N Chappel Dr
Spanish Fork, UT 84660

shanes@irontownhomes.com
+1 (801) 798-9026
www.irontownhomes.com

Andy Laidlaw:ST LUKE'S MCCALL TOWNHOMES:McCall Phase 2

Bill to
McCall Phase 2
1000 State Street
McCall, ID 83638

Invoice details

Sales Rep: John

Invoice no.: 6253
Terms: Due on receipt
Invoice date: 02/05/2026
Due date: 02/05/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Construction - Factory	25% of Factory Price required at frame complete	2	\$30,149.92	\$60,299.84
			Units 1-2			

Total **\$60,299.84**

Ways to pay

BANK

[View and pay](#)