

November 13, 2025

Project No.: 25-198

Cynda Herrick, AICP, CFM
Planning & Zoning Director
Valley County
219 N Main Street
Cascade, ID 83611

**RE: Garnet Valley – Valley County, ID
Time Extension Application**

Dear Cynda,

On behalf of Timberline Development, LLC and/or its assigns, please find the attached application and supplemental items for review of a time extension request for the Garnet Valley Subdivision.



The Garnet Valley Conditional Use Permit (CUP No 23-10) was approved on January 17, 2024. Garnet Valley is a single- and multi-family residential community consisting of 11 buildable lots (1 multi-family lot and 10 single-family lots), 3 common lots, and 1 right-of-way lot for a total of 15 lots on 38.84 acres.

[illegible]

The developer that obtained CUP approval had initially contemplated including manufactured homes within the site, but upon receiving feedback from the neighbors and community stakeholders, revised the project concept. After considerable coordination with the County, stakeholders and internal reviews, the Garnet Valley concept plan was developed.

Garnet Valley was considered by Planning and Zoning Commission and the Valley County Commissioners through several meetings. Discussion with staff, decision-makers and residents resulted in a concept that included a maximum number of 316 residential units (306 multi-family and 10 single-family). Eighty-two (82) of those units were to be included as “Workforce Units”, with a combination of 80% AMI Restriction, LIHTC Restriction and a Fire District Unit. Included within the approved PUD were restrictions on short-term vacation rentals, traffic mitigation requirements, open space and amenity requirements, and infrastructure improvements (sewer, water, roadways). A phasing plan included within the Development Agreement indicates the development was planned to occur in two phases.

Progress and Status

In the time since the CUP was granted in January 2024, the developer that obtained the CUP approval coordinated with various reviewing agencies to address requirements and development details. It is our understanding that the developer that obtained the CUP approval was unable to find an investor or partner on the project due to the complexity and associated financing necessary for the approved housing types.

A new developer has stepped into the project to determine the viability of the project. They are working with the landowner to pursue next steps with the approved PUD. There are no proposed changes to the scope or phasing of the project at this time.

Time Extension

We would like to request a two-year time extension to allow us to continue working with the development team to find a path forward for the planned development. This additional time will give the development team the ability to continue coordinating with reviewing agencies, contractors and builders.

We appreciate your consideration on this request and look forward to continuing to work with Valley County toward the project’s completion. Should you have questions or require further information to review this request, please contact me as soon as possible.

Sincerely,
KM Engineering, LLP



Stephanie Hopkins
Land Planning Manager

cc: Timberline Development, LLC.

GARNET VALLEY

CONCEPTUAL, SUBJECT TO CHANGE

LOT LEGEND

	SINGLE FAMILY RESIDENTIAL
	MULTI-FAMILY
	OPEN SPACE
	NATURAL AREA OPEN SPACE



VALLEY COUNTY, IDAHO

LOCATION MAP

VICINITY MAP

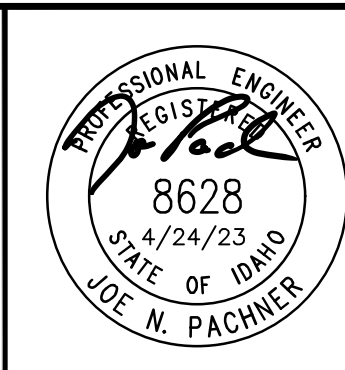
NO SCALE

ROSEBERRY

PROPOSED SITE

NORWOOD

CASCADE RESERVOIR

[illegible]

ARNET VALLEY SUBDIVISION
VALLEY COUNTY, IDAHO

PRELIMINARY PLAT
COVER AND GENERAL NOTES

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

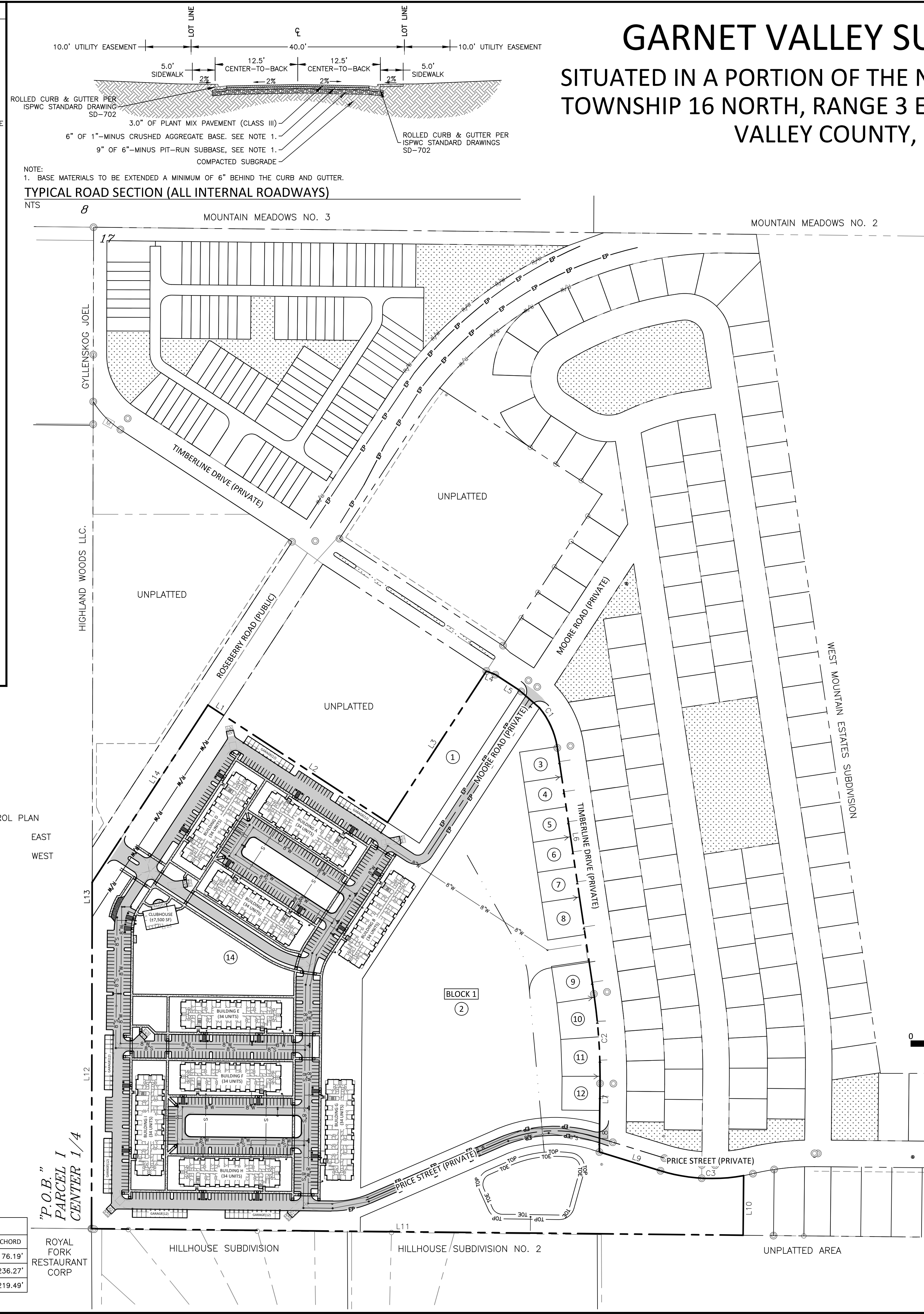
DESIGN BY:	JF
DRAWN BY:	DN
CHECKED BY:	JF
DATE:	APRIL, 20
PROJECT:	22-0

SHEET NO.

PP1.0

INDEX OF DRAWINGS	
SHEET NO.	SHEET TITLE
PP1.0	COVER AND GENERAL NOTES
PP1.1	PRELIMINARY EROSION SEDIMENT CONTR
PP2.0	PRELIMINARY ENGINEERING
PP2.1	PRELIMINARY ENGINEERING
PP3.0	PERI MINARY GRADING

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	215.00'	181.54'	48°22'44"	N32°38'55"W	176.19
C2	1500.00'	236.52'	9°02'04"	N3°56'32"W	236.27
C3	458.37'	221.65'	27°42'22"	N86°43'14"W	219.49



1. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
2. MINIMUM BUILDING SETBACK DIMENSIONS IN THIS SUBDIVISION SHALL CONFORM TO PUD REGULATIONS IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
3. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, FACILITY OR RURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
4. UNLESS OTHERWISE DIMENSIONED, ALL LOT LINES COMMON TO STREET RIGHTS-OF-WAY AND THE SUBDIVISION BOUNDARY CONTAIN A 12.00 FOOT WIDE EASEMENT FOR PUBLIC AND PRIVATE UTILITIES, LOT DRAINAGE AND IRRIGATION FACILITIES.
5. THE HOMEOWNERS ASSOCIATION, UNDERLYING PROPERTY OWNER, OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT OF WAY, INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
6. THE HOMEOWNERS ASSOCIATION, OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR MAINTAINING ANY AND ALL AMENITIES (LAWN, SPRINKLERS, SIDEWALKS, PATHWAYS, LANDSCAPING, ETC.) APPROVED BY THE DISTRICT TO BE WITHIN THE PUBLIC RIGHT-OF-WAY.
7. EASEMENTS TO BE PROVIDED FOR ALL UTILITIES INSTALLED OUTSIDE THE PUBLIC RIGHTS-OF-WAY. LOCATION OF EASEMENTS TO BE DETERMINED DURING FINAL DESIGN OF UTILITIES.
8. LOTS 1, 2, AND 14, BLOCK 1 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ASSIGNEES. THESE LOTS ARE SUBJECT TO A BLANKET IRRIGATION, STORM DRAINAGE AND PUBLIC UTILITIES EASEMENT.
9. EXISTING TOPOGRAPHY SHOWN ON THIS PLAN IS BASED ON THE TOPOGRAPHIC AND BOUNDARY SURVEY COMPLETED IN 2004 AND SUPPLEMENTED BY AERIAL DATA COMPLETED IN 2021.
10. ALL PROPOSED UTILITIES (ELECTRIC, CABLE TV, TELEPHONE) TO BE
11. ALL SANITARY SEWER MAINS TO BE 8 INCH DIAMETER WITH A MINIMUM SLOPE OF 0.4% . ALL SERVICE LINES TO BE 4 INCH IN DIAMETER WITH A MINIMUM SLOPE OF 2% AND 3 FEET OF COVER.
12. SANITARY SEWER SERVICES TO BE INSTALLED AT LOWEST END OF LOT ALONG SEWER MAIN, OR AS INSTRUCTED BY THE ENGINEER.
13. ALL SANITARY SEWER AND WATER LINE WORK SHALL CONFORM TO THE MOST CURRENT IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC).
14. THE WATER SYSTEM INFRASTRUCTURE WILL BE INITIALLY OWNED AND OPERATED BY THE TIMBERLINE DEVELOPMENT LLC, AND IT IS ANTICIPATED THE NORTH LAKE RECREATIONAL SEWER AND WATER DISTRICT WILL ASSUME OWNERSHIP AND MANAGEMENT.
15. ALL DISTURBED SURFACES NOT USED FOR ROADS OR BUILDINGS SHALL BE COVERED BY NATURAL VEGETATION.
16. PRIOR TO ANY CONSTRUCTION IN WATER COURSES A JOINT PERMIT FORM THE ARMY CORP. OF ENGINEERS AND STATE OF IDAHO DEPT. OF WATER RESOURCES WILL BE REQUIRED.
17. STORM WATER RUNOFF AND TREATMENT DESIGN CRITERIA:
 - A. LARGE STORM WATER RUNOFF – 50 YEAR STORM USING ITD RAIN ON SNOW NOMO GRAPHS.
 - B. LOCAL ROAD STORM WATER CONVEYANCE – 10 YEAR STORM USING ITD RAIN ON SNOW NOMO GRAPHS.
 - C. STORM WATER TREATMENT FOR 1/3 OF THE 2 YEAR EVENT.
19. TYPICAL LANDSCAPE LAYOUT PER THE DESIGN GUIDELINE INCLUDED IN THE CUP/PRELIMINARY PLAT APPLICATION REPORT. LANDSCAPING ONLY SHOWN IN SELECT AREAS TO PROVIDE TYPICAL DENSITY AND LAYOUT CRITERIA.
20. ALL STREET LIGHTING SHALL COMPLY WITH VALLEY COUNTY DARK SKY ORDINANCE.
21. ONLY ONE WOOD BURNING DEVICE PER LOT SHALL BE ALLOWED.
22. THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD, THE LEVEL OF SERVICE CAN BE CHANGED.
23. SURROUNDING LAND USES ARE SUBJECT TO CHANGE.

<u>SINGLE FAMILY</u>	
FRONT (TO FACE OF GARAGE):	20'
FRONT (TO LIVABLE SPACE):	20'
INTERIOR SIDE:	5'
STREET SIDE:	20'
REAR:	10'
ACCESSORY BUILDING (GARAGE):	10'

<u>MULTI-FAMILY</u>	
FRONT (FACE TO PARKING):	14.5'
REAR (FACE TO PARKING):	14.5'
SIDE:	20'

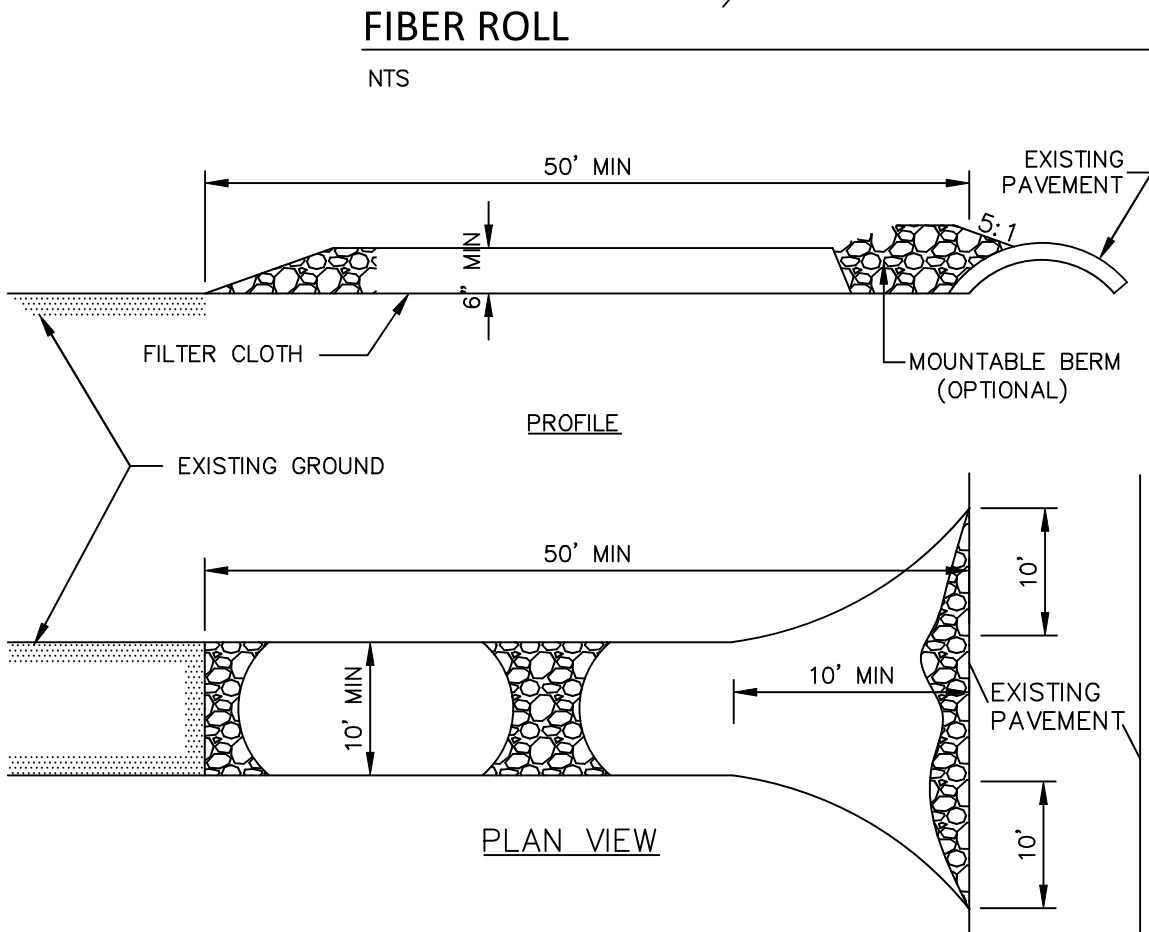
FEMA FIRM PANEL: #16085C1305C
FIRM EFFECTIVE DATE: 02/01/2019
FLOOD ZONE: ZONE X
BASE FLOOD ELEVATION: NOT APPLICABLE IN ZONE X
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY IS
REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

RESTRICTIVE COVENANTS

BUILDING AND OCCUPANCY IN THIS SUBDIVISION SHALL CONFORM TO STANDARDS ESTABLISHED BY THE RESTRICTIVE COVENANTS AS FILED IN BOOK _____, AT PAGE _____, MISCELLANEOUS RECORDS, VALLEY COUNTY, IDAHO.

<u>SITE DATA</u>		
EXISTING ZONING	N/A	
COMPREHENSIVE PLAN DESIGNATION	PUD	
AREA CALCULATIONS	ACRES	PERCENT
MULTI-FAMILY LOT AREA	22.81	59%
SINGLE FAMILY LOT AREA	2.04	5%
COMMON LOT AREA	13.31	34%
STREET RIGHT-OF-WAY AREA	0.68	2%
TOTAL AREA OF SITE	38.84	100%
<u>OVERALL LOT DATA</u>		
MULTI-FAMILY LOTS	1	
SINGLE FAMILY LOTS	10	
COMMON OPEN SPACE LOTS	3	
RIGHT-OF-WAY LOTS	1	
TOTAL LOTS	15	
OVERALL DENSITY	8.1	UNITS/ACRE
<u>MULTI-FAMILY LOT DATA</u>		
MULTI-FAMILY HOUSING	306	UNITS
MULTI-FAMILY NET DENSITY	13.4	UNITS/ACRE
<u>SINGLE FAMILY LOT DATA</u>		
MINIMUM PROPERTY SIZE (SINGLE FAMILY)	8,000	SQ. FT.
AVERAGE PROPERTY SIZE (SINGLE FAMILY)	8,888	SQ. FT.
SINGLE FAMILY NET DENSITY	4.9	UNITS/ACRE
<u>OPEN SPACE CALCULATIONS</u>		
OPEN SPACE CALCULATIONS	ACRES	PERCENT
COMMON LOT AREA	13.31	34%
MULTI-FAMILY LOT AREA	7.03	18%
TOTAL OPEN SPACE	20.34	52%

ENGINEER/SURVEYOR	DEVELOPER	OWNER
KM ENGINEERING 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE: (208) 639-6939 CONTACT: JOE PACHNER, P.E. EMAIL: joe@kmengllp.com	ROSEBERRY PARK, LLC 221 MAIN STREET SUITE 2039 LOS ALTOS, CALIFORNIA 94023-9051 PHONE: (866) 758-7899 CONTACT: DEAN WARHAFT EMAIL: dwarhaft@warhaft.com	TIMBERLINE DEVELOPMENT, LLC 132 SW 5TH AVE. SUITE 100 MERIDIAN ROAD MERIDIAN, IDAHO 83642 PHONE: (801) 403-3074 CONTACT: MARK REICHMAN EMAIL: mvr01@mac.com

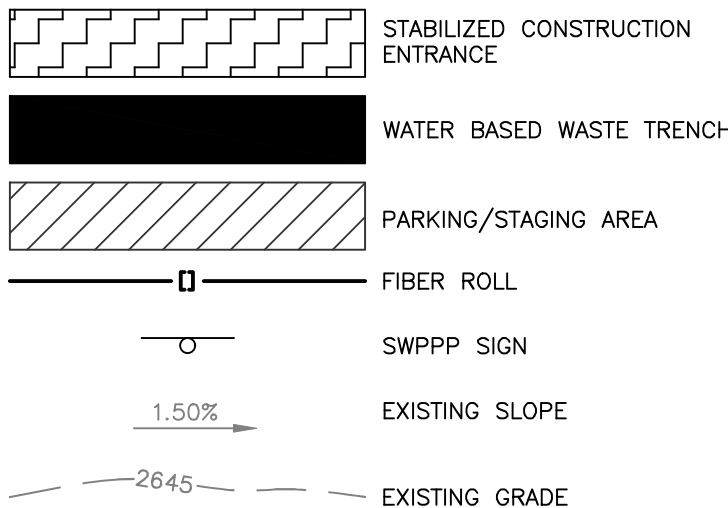


NTS

CONSTRUCTION SPECIFICATIONS

1. STONE-USING FRACTURED STONE 2 TO 8 INCH DIAMETER (FOR THE BASE LAYER) AND CRUSHED STONE 2 INCH DIAMETER OR RECLAIMED CRUSHED CONCRETE EQUIVALENT (FOR THE FILL LAYER).
2. LENGTH-NO LESS THAN 3 FEET (FOR THE MINIMUM LENGTH EXCEPT ON A SINGLE RESIDE LOT WHERE A 4' FEET MINIMUM LENGTH WOULD APPLY).
3. THICKNESS-NO LESS THAN 6 INCHES.
4. WIDTH-10' FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. SURFACE-NO GLOTTING OR CRACKING. THERE SHALL BE NO AREA PRIOR TO PLACING OF STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. DRAINAGE-NO SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES SHALL BE CONSTRUCTED.
7. MAINTENANCE-THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO THE DRIVE OR ONTO THE ADJACENT PROPERTY. WHEN NECESSARY, WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT SHALL BE COMPLETED IMMEDIATELY. WHEN NECESSARY, THE PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING-WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO BEING DRIVEN OFF SITE. WHEN WASHING WHEELS ARE NOT AVAILABLE, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

SWPPP LEGEND



SITE SPECIFIC NOTES

1. PROVIDE WASTE CONTAINERS FOR BUILDING MATERIALS IN STORAGE CONTAINMENT AREA. DISPOSE AT A FREQUENCY ACCORDING TO CONTAINER SIZE.
2. AREA OF SITE TO BE DISTURBED BY GRADING IS ± 1 ACRES. PRESERVE NATIVE VEGETATION WHERE POSSIBLE.
3. THE CONTRACTOR SHALL COORDINATE PROPER ESC AND SWPPP MEASURES WITH CONTRACTORS COMPLETELY SURROUNDING IMPROVEMENTS.
4. DROP INLET PROTECTION TO BE INSTALLED ON ALL PROPOSED DROP INLETS AFTER COMPLETION OF STORM SEWER SYSTEM.

ESC SITE SPECIFIC NOTES

1. RECEIVING WATERS FOR THIS PROJECT ARE THE FIVEMILE EIGHTMILE, AND NINEMILE CREEKS.

BMP IMPLEMENTATION

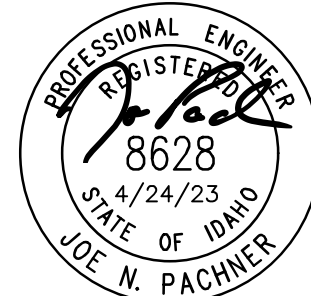
1. CONSTRUCTION ENTRANCE AND FIBER ROLL, AS NEEDED, MUST BE IN PLACE AT COMMENCEMENT OF CONSTRUCTION.

SHEET NOTES

1. ANY MODIFICATIONS TO THIS PLAN SHALL REQUIRE APPROVAL THE PLAN DESIGNER.
2. ALL PORTABLE REST ROOMS SHALL BE LOCATED AS FAR FROM PUBLIC AND PRIVATE STORM DRAIN SYSTEMS AS POSSIBLE. PROTECT CONTAINMENT AREAS AROUND RESTROOMS FROM POLLUTION DUE TO VANDALISM.
3. ALL EXCESS MATERIALS SHALL BE HAULED OFF SITE AND DISPOSED OF AT AN APPROVED LOCATION. EXCESS MATERIAL MAY BE TEMPORARILY STORED ON SITE (IF APPROVED BY OWNER) AT A FRE APPROVED LOCATION.
4. ALL SPECIFIED BMP'S (BEST MANAGEMENT PRACTICES) SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS, AS APPLICABLE.
5. PAVED AND MUD TRACKING OFF OF STREETS IS PROHIBITED. PROVIDE STABLE MUD TRUCKS, PROTECT AGAINST MUD AND DIRT TRACKING, SWEEP STREET AS NECESSARY.
6. SEE LANDSCAPE, GRADING AND DRAINAGE PLAN FOR ADDITIONAL INFORMATION, FINAL SOIL STABILIZATION MEASURES AND PERMANENT BMP'S.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ISWPC AND CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES.
8. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING ALL APPLICABLE LOCAL, STATE, AND FEDERAL CONSTRUCTION PERMITS.

ESC GENERAL NOTES

1. UPON COMPLETION OF PROJECT ALL PERMANENT STORM WATER MANAGEMENT SYSTEM MAINTENANCE WILL BECOME THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AGENCY AND/OR THE OWNER(S).
2. CONTRACTOR TO SUBMIT PROPOSED CONSTRUCTION PROCEDURES AND TIMELINE TO RESPONSIBLE PERSON(S) BEFORE COMMENCEMENT OF CONSTRUCTION.
3. INSPECTION RECORDS SHALL BE MAINTAINED AT THE INTERVAL INDICATED IN THE REPORT BY THE RESPONSIBLE PERSON. THE PERSONS INSPECTION RECORDS REQUIREMENTS. RESPONSIBLE PERSON SHALL KEEP ON FILE INSPECTION REPORT RECORDS WITH A COMPLETE COPY OF EACH REPORT AT A MINIMUM OF THREE YEARS AFTER COMPLETION OF PROJECT.
4. RESPONSIBLE PERSON SHALL MAINTAIN A LOG OF ALL GENERAL AND SUBCONTRACTORS THAT ENTER THE PROJECT SITE. SEE REPORT FOR LOG FORM. A COMPLETE COPY OF THE LOG SHALL BE KEPT WITH THE SWPPP.
5. THE STORM WATER POLLUTION PREVENTION PLAN, HERE AFTER "THE PLAN", SHALL BE THE RESPONSIBILITY OF THE RESPONSIBLE PERSON TO ENSURE THE PLAN IS IMPLEMENTED AND TO DETERMINE THE LOCATION WHERE THE PLAN IS KEPT.
6. ALL CONSTRUCTION ACTIVITY WILL CONFORM TO THE SWPP PLAN AND REPORT TO BE PREPARED BY SIMAN CONSULTING WHICH MUST BE APPROVED BY THE DISTRICT ENGINEER AND APPROVING AGENCIES FOR APPROVAL.

[illegible]

GARNET VALLEY SUBDIVISION
VALLEY COUNTY, IDAHO

PRELIMINARY PLAT

MINARY EROSION SEDIMENT CONTROL

PRELIMINARY PLAT



5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

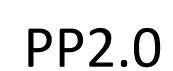
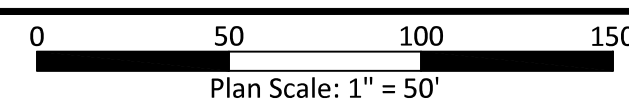
DESIGN BY:	JNP
DRAWN BY:	DMZ
CHECKED BY:	JNP
DATE:	APRIL, 2023
PROJECT:	22-021
SHEET NO.	

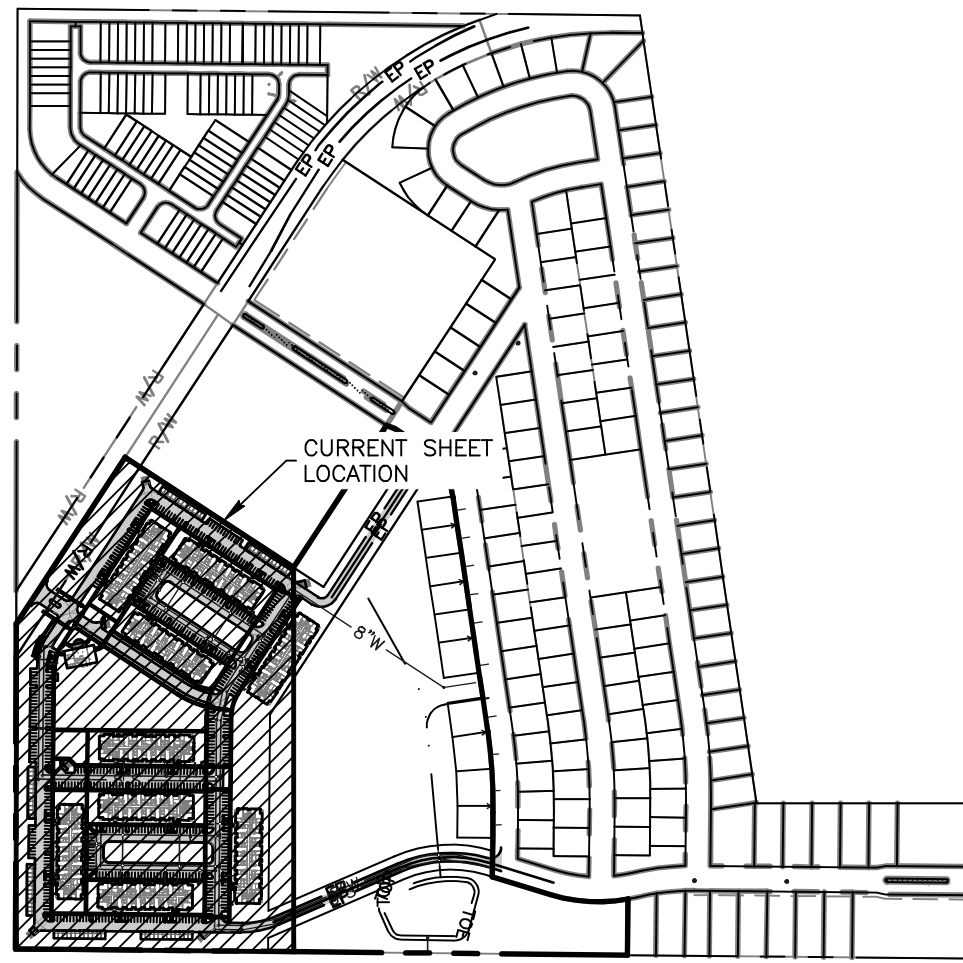
PP1.1



FRONT (TO FACE OF GARAGE)	20'
FRONT (TO LIVABLE SPACE)	20'
INTERIOR SIDE	5'
STREET SIDE	20'
REAR	10'
BETWEEN MANUFACTURED HOMES	20'
ACCESSORY BUILDINGS (GARAGE)	10'

1. RETENTION POND FOR STORMWATER RETENTION AND IRRIGATION STORAGE.
2. CONNECT TO EXISTING WATER STUB.
3. CONNECT TO EXISTING WATER MANHOLE.
4. CONNECT TO EXISTING SEWER STUB.
5. EXISTING WATER MANHOLE.
6. EXISTING SEWER STUB.
7. PROPOSED SEWER MANHOLE.
8. PROPOSED TRASH ENCLOSURE.
9. EXISTING SINGLE FAMILY RESIDENCE SEWER SERVICE.
10. EXISTING DOUBLE WATER SERVICE.





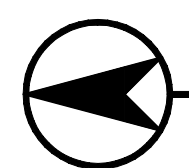
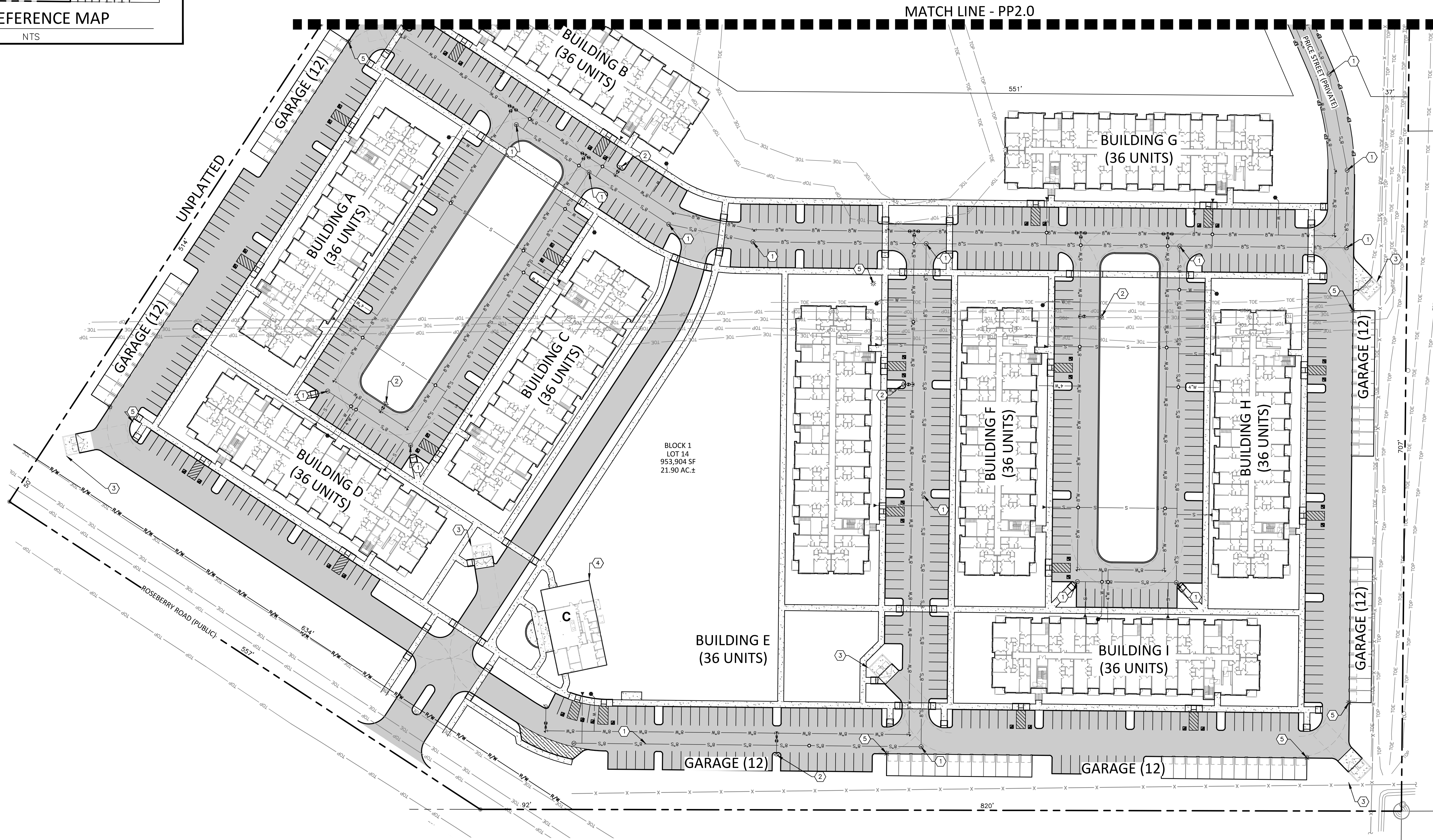
SITE REFERENCE MAP

NTS

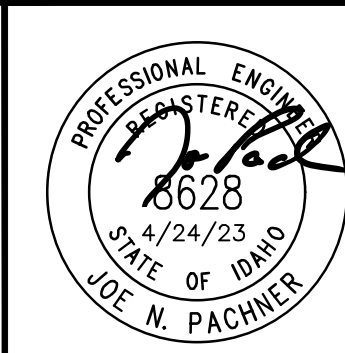
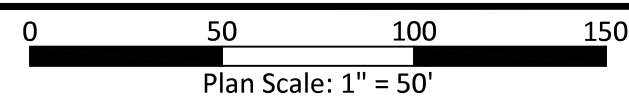
SHEET NOTES	
A.	SEE SHEET PP1.0 FOR PRELIMINARY PLAT COVER, LEGEND, AND GENERAL NOTES
B.	SEE SHEET PP2.2 FOR PRELIMINARY ENGINEERING PLAN, EAST SITE
C.	SEE SHEET PP2.1 FOR PRELIMINARY ENGINEERING PLAN, WEST SITE, THIS SHEET
D.	SEE SHEET PP3.0 FOR PRELIMINARY GRADING AND DRAINAGE PLAN

DIMENSIONAL STANDARDS	
FRONT (TO FACE OF GARAGE)	20'
FRONT (TO LIVABLE SPACE)	20'
INTERIOR SIDE	5'
STREET SIDE	20'
REAR	10'
BETWEEN MANUFACTURED HOMES	20'
ACCESSORY BUILDINGS (GARAGE)	10'

KEYNOTES (#)
1. PROPOSED SEWER MANHOLE.
2. PROPOSED FIRE HYDRANT.
3. PROPOSED TRASH ENCLOSURE.
4. PROPOSED CLUBHOUSE WITH MAILBOX CLUSTER.
5. DARK SKY COMPLIANT LIGHTING.



PRELIMINARY ENGINEERING - WEST



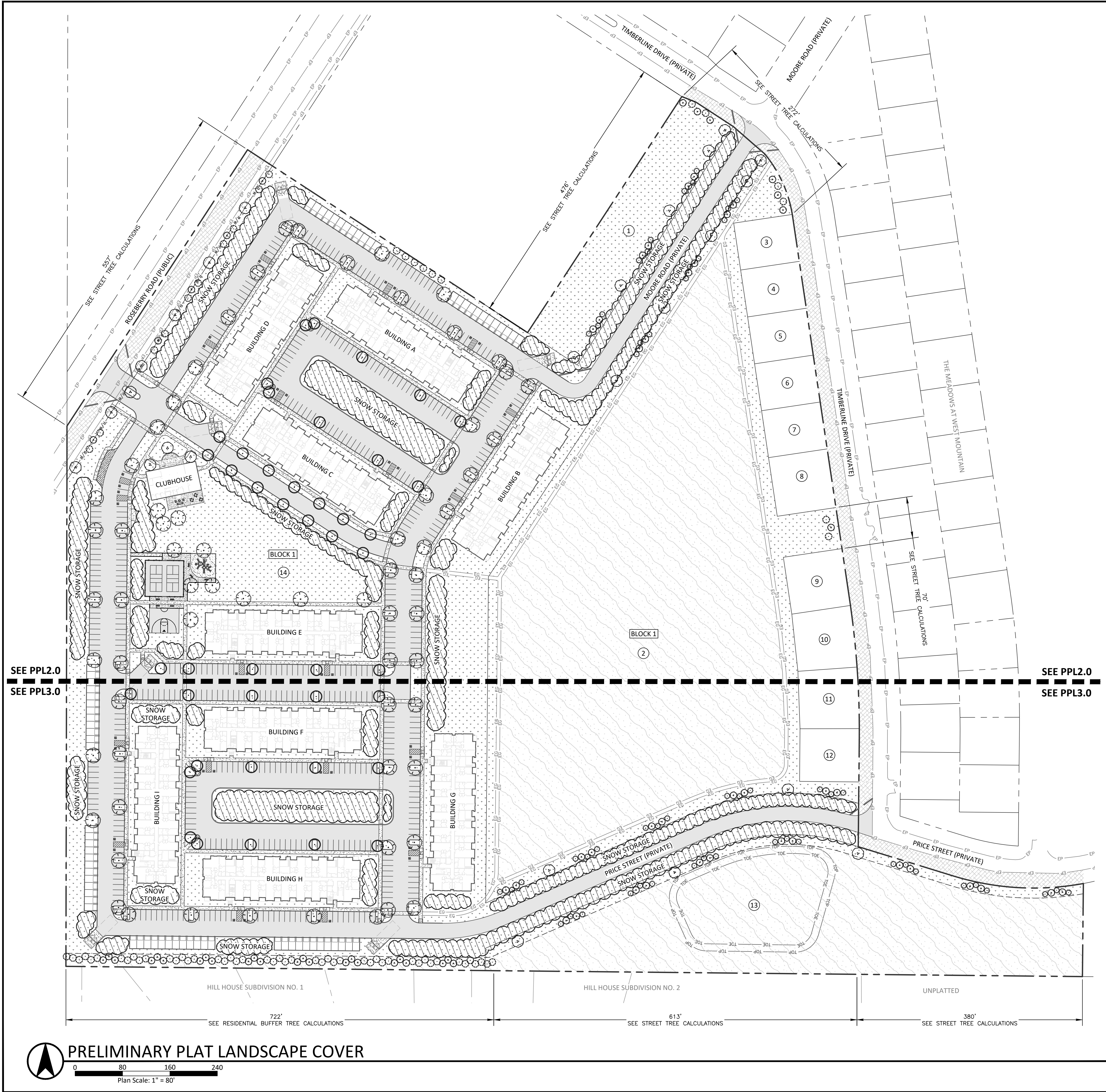
REVISIONS	
NO.	DATE

GARNET VALLEY SUBDIVISION
VALLEY COUNTY, IDAHO
PRELIMINARY PLAT
PRELIMINARY ENGINEERING
WEST



DESIGN BY:	JNP
DRAWN BY:	DMZ
CHECKED BY:	JNP
DATE:	APRIL, 2023
PROJECT:	22-021

SHEET NO. PP2.1



PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWK	CLASS	QTY
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	67
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II	44
	MALUS 'SPRING SNOW' SPRING SNOW CRABAPPLE	2" CAL. B&B	25'X20'	CLASS I	25
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWK	CLASS	QTY
	PICEA OMORIKA 'BRUNS' BRUNS SPRUCE	6'-8" B&B	30'X10'	EVERGREEN	54
	PICEA PUNGENS 'HOOPSII' HOOPSII BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	72
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	70
OTHER	BOTANICAL / COMMON NAME	CONT			
	EXISTING VEGETATION TO REMAIN PRESERVE AND PROTECT. SEE KEY NOTES.	NONE			1,071,015
SOD/SEED	BOTANICAL / COMMON NAME	CONT			
	NATIVE SEED	SEED			323,523 SF
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD			511,387 SF

GENERAL LANDSCAPE NOTES

- CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN.

GENERAL IRRIGATION NOTES

- ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE PRESSURIZED IRRIGATION WATER, AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- COVERAGE: THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
- IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
- OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

STREET TREE CALCULATIONS (1TREE/25 LF)

STREET NAME	LF	CALCULATION	REQUIRED	PROVIDED
MOORE RD	952	952 LF /25	38.00	38.00
PRICE STREET	1606	1606 LF /25	64.00	65.00
ROSEBERRY ROAD	557	557 LF /25	22.00	22.00
TIMBERLINE DRIVE	342	342 LF /25	14.00	15.00
			138.00	140.00

TOTAL STREET TREES
RESIDENTIAL BUFFER TREE CALCULATIONS (1TREE/10 LF)

LOCATION	LF	CALCULATION	REQUIRED	PROVIDED
MULTI-FAMILY/RESIDENTIAL BOUNDARY	722	722 LF /10	72.00	72.00
			72.00	72.00

TOTAL RESIDENTIAL BUFFER TREES
PARKING ISLAND TREE CALCULATIONS (1 TREE/ISLAND)

CALCULATION	REQUIRED	PROVIDED
84 PARKING ISLANDS (1 TREE * 84)	84.00	84.00

OPEN SPACE TREE CALCULATIONS (N/A)

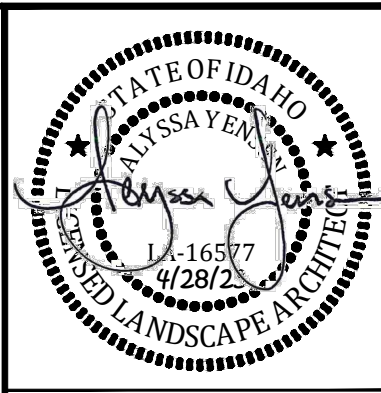
CALCULATION	REQUIRED	PROVIDED
N/A	0.00	36.00

TOTAL OPEN SPACE TREES
TOTAL TREES REQUIRED/PROVIDED

294.00	332.00
--------	--------

CONTACT INFORMATION

OWNER/DEVELOPER	LANDSCAPE CONSULTANT
ROSEBERRY PARK, LLC 221 MAIN STREET SUITE 2039 LOS ALTOS, CALIFORNIA 94023-9051 PHONE: (866) 758-7899 CONTACT: DEAN WARHAFT EMAIL: dwarhaft@warhaft.com	KM ENGINEERING, LLP 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE: (208) 639-6939 FAX: (208) 639-6930 CONTACT: ALYSSA YENSEN, PLA EMAIL: ayensen@kmengllp.com



REVISIONS	DATE
ITEM	
NO.	










GARNET VALLEY SUBDIVISION
VALLEY COUNTY, IDAHO
PRELIMINARY PLAT LANDSCAPE COVER

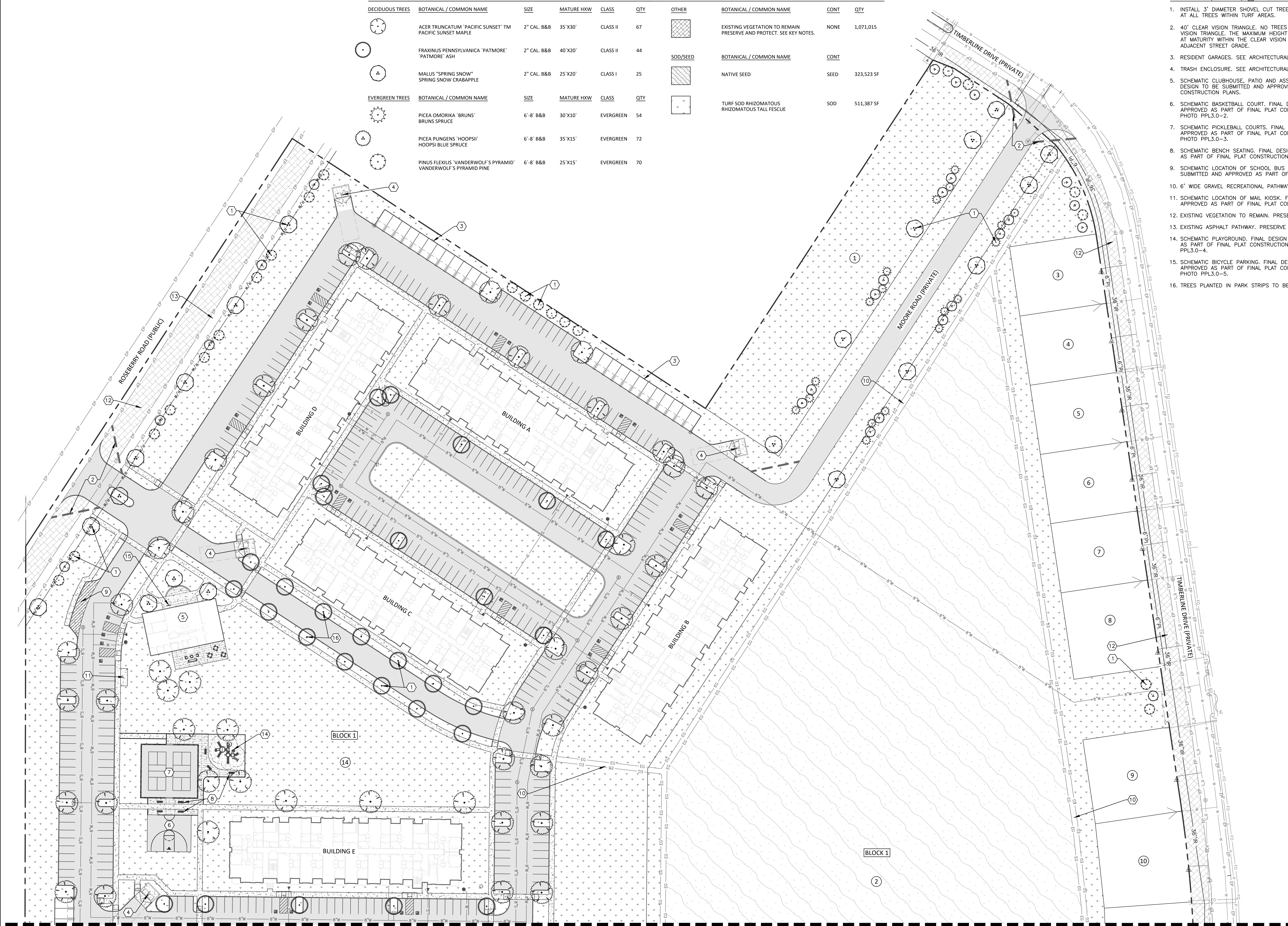
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DESIGN BY:	JCH
DRAWN BY:	JCH
CHECKED BY:	AY
DATE:	APRIL, 2023
PROJECT:	22-021
SHEET NO.	PPL1.0

P:\22\021\021\LANDSCAPE\REVISIONS\2023\LANDSCAPE PLAT.DWG, WHITEY & WHITEY, 4/28/2023, _CANON IPTV35 (BW) PC3, ...

PLANT SCHEDULE

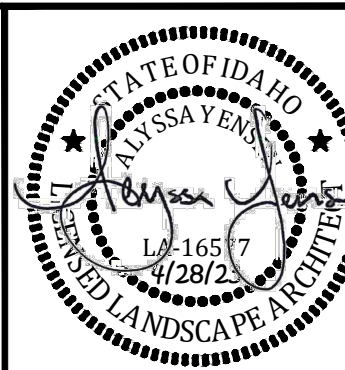
DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY	OTHER	BOTANICAL / COMMON NAME	CONT	QTY
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II	67		EXISTING VEGETATION TO REMAIN PRESERVE AND PROTECT. SEE KEY NOTES.	NONE	1,071,015
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II	44	<u>SOD/SEED</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	
	MALLUS 'SPRING SNOW' SPRING SNOW CRABAPPLE	2" CAL. B&B	25'X20'	CLASS I	25		NATIVE SEED	SEED	323,523 SF
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY				
	PICEA OMORIKA 'BRUNS' BRUNS SPRUCE	6'-8" B&B	30'X10'	EVERGREEN	54		TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD	511,387 SF
	PICEA PUNGENS 'HOOPSI' HOOPSI BLUE SPRUCE	6'-8" B&B	35'X15'	EVERGREEN	72				
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6'-8" B&B	25'X15'	EVERGREEN	70				



MATCH LINE - SEE SHEET PPL3.0

KEY NOTES (TYPICAL)

1. INSTALL 3" DIAMETER SHOVEL OUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURTLE AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. RESIDENT GARAGES. SEE ARCHITECTURAL PLANS.
4. TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS.
5. SCHEMATIC CLUBHOUSE, PATIO AND ASSOCIATED SITE FURNISHINGS. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
6. SCHEMATIC BASKETBALL COURT. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-2.
7. SCHEMATIC PICKLEBALL COURTS. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-3.
8. SCHEMATIC BENCH SEATING. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
9. SCHEMATIC LOCATION OF SCHOOL BUS STOP. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
10. 6' WIDE GRAVEL RECREATIONAL PATHWAY. SEE CIVIL PLANS.
11. SCHEMATIC LOCATION OF MAIL KIOSK. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
12. EXISTING VEGETATION TO REMAIN. PRESERVE AND PROTECT.
13. EXISTING ASPHALT PATHWAY. PRESERVE AND PROTECT.
14. SCHEMATIC PLAYGROUND. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-4.
15. SCHEMATIC BICYCLE PARKING. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-5.
16. TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.

[illegible]

GARNET VALLEY SUBDIVISION
VALLEY COUNTY, IDAHO

RELIMINARY PLAT LANDSCAPE PLAN

VALLEY COUNTY, IDAHO

RELIMINARY PLAT LANDSCAPE PLAN



kmengllp.com	
DESIGN BY:	JG
DRAWN BY:	JG
CHECKED BY:	A
DATE:	APRIL, 20
PROJECT:	22-0
SHEET NO	

SHEET NO. **DD-2-2**

PPL2.0

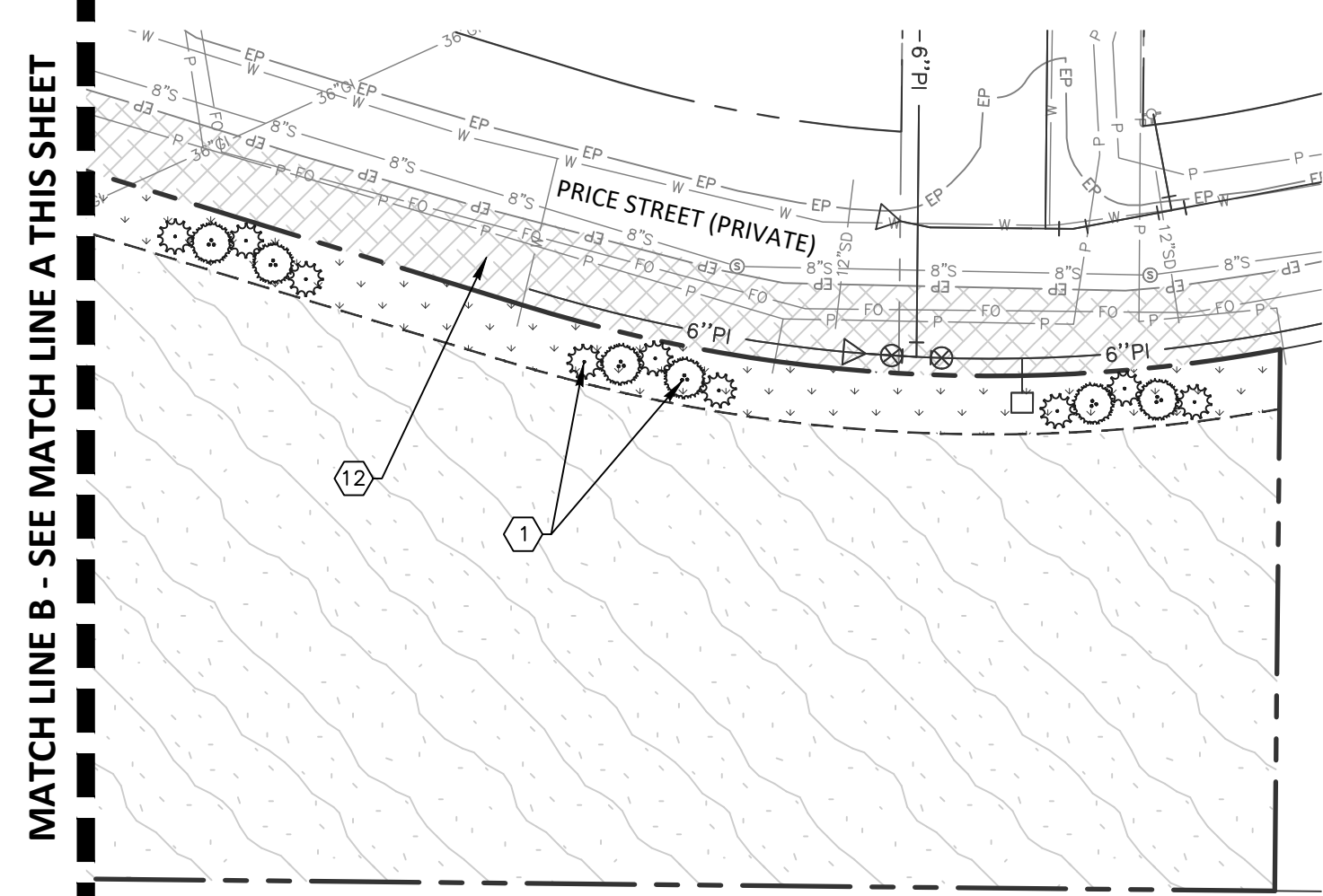
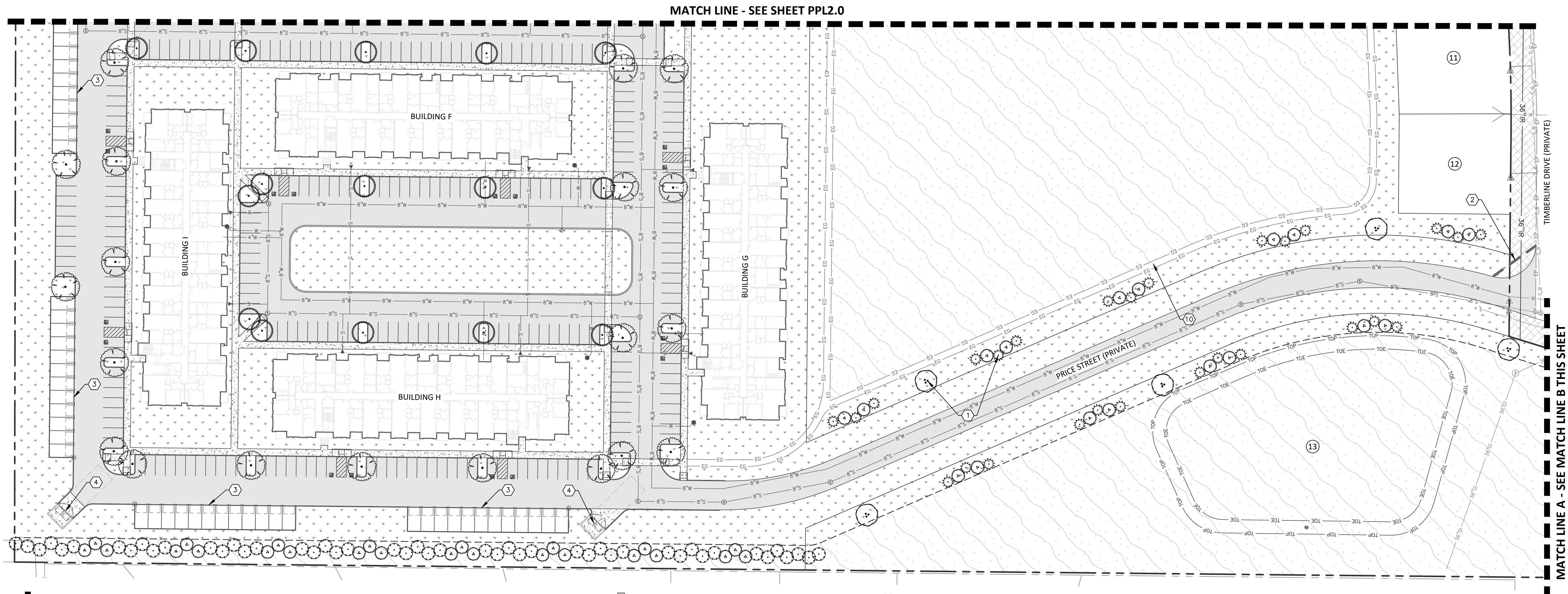


REVISIONS		DATE
NO.	ITEM	

GARNET VALLEY SUBDIVISION VALLEY COUNTY, IDAHO	
PRELIMINARY PLAT LANDSCAPE PLAN	

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengilp.com

DESIGN BY:	JCH
DRAWN BY:	JCH
CHECKED BY:	AY
DATE:	APRIL, 2023
PROJECT:	22-021
SHEET NO.	
PPL3.0	



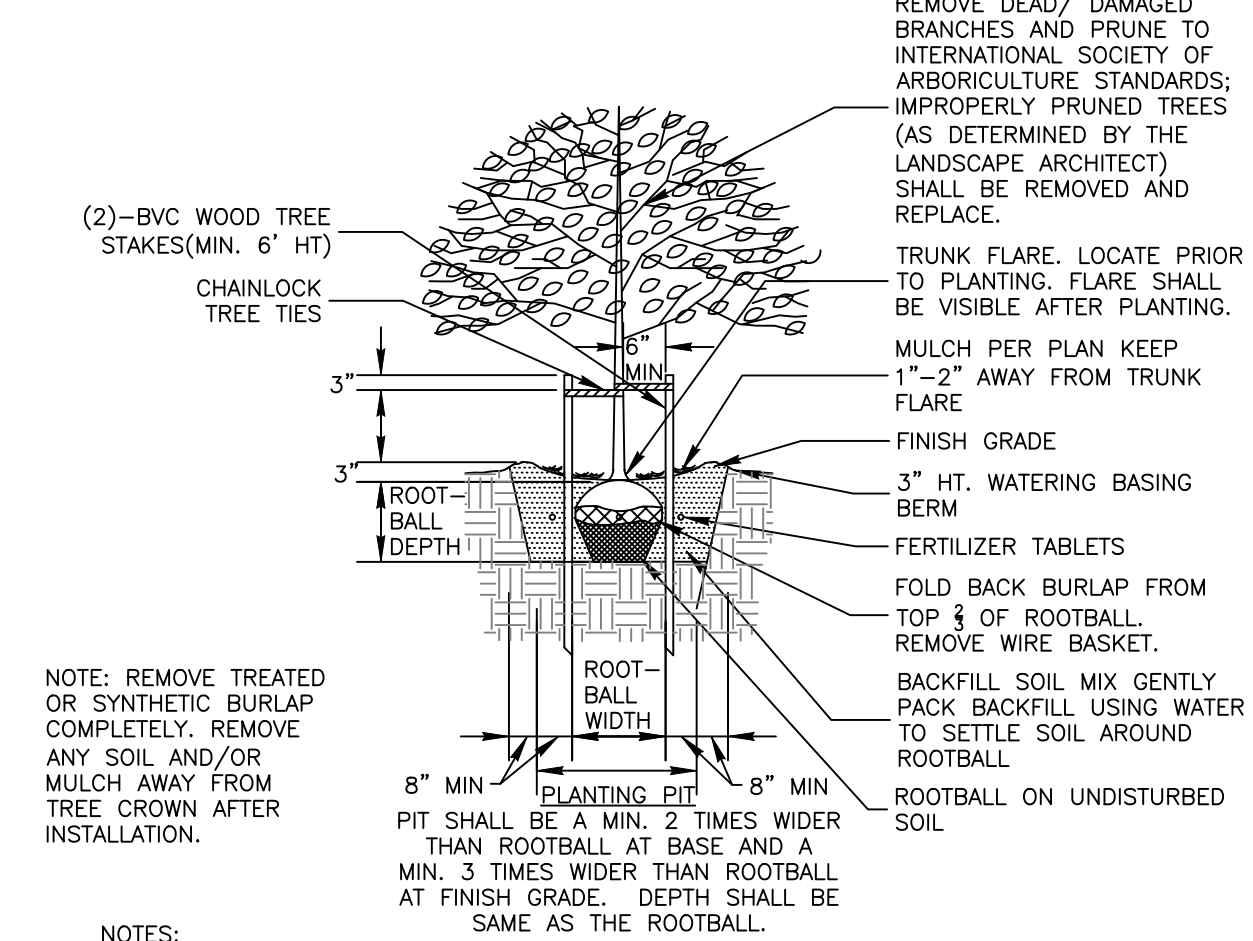
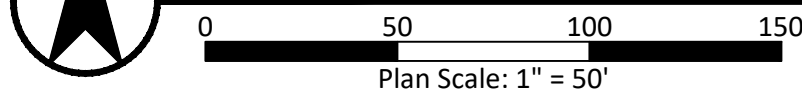
KEY NOTES (TYPICAL) #

1. INSTALL 3" DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. RESIDENT GARAGES. SEE ARCHITECTURAL PLANS.
4. TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS.
5. SCHEMATIC CLUBHOUSE, PATIO AND ASSOCIATED SITE FURNISHINGS. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
6. SCHEMATIC BASKETBALL COURT. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-2.
7. SCHEMATIC PICKLEBALL COURTS. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-3.
8. SCHEMATIC BENCH SEATING. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
9. SCHEMATIC LOCATION OF SCHOOL BUS STOP. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
10. 6' WIDE GRAVEL RECREATIONAL PATHWAY. SEE CIVIL PLANS.
11. SCHEMATIC LOCATION OF MAIL KIOSK. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS.
12. EXISTING VEGETATION TO REMAIN. PRESERVE AND PROTECT.
13. EXISTING ASPHALT PATHWAY. PRESERVE AND PROTECT.
14. SCHEMATIC PLAYGROUND. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-4.
15. SCHEMATIC BICYCLE PARKING. FINAL DESIGN TO BE SUBMITTED AND APPROVED AS PART OF FINAL PLAT CONSTRUCTION PLANS. SEE REFERENCE PHOTO PPL3.0-5.
16. TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35' X30'	CLASS II	67
	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40' X20'	CLASS II	44
	MALLUS "SPRING SNOW" SPRING SNOW CRABAPPLE	2" CAL. B&B	25' X20'	CLASS I	25
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	MATURE HWX	CLASS	QTY
	PICEA OMORICA 'BRUNS' BRUNS SPRUCE	6"-8" B&B	30' X10'	EVERGREEN	54
	PICEA PUNGENS 'HOOPSII' HOOPSII BLUE SPRUCE	6"-8" B&B	35' X15'	EVERGREEN	72
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' VANDERWOLF'S PYRAMID PINE	6"-8" B&B	25' X15'	EVERGREEN	70
OTHER	BOTANICAL / COMMON NAME	CONT			
	EXISTING VEGETATION TO REMAIN PRESERVE AND PROTECT. SEE KEY NOTES.	NONE			1,071,015
SOD/SEED	BOTANICAL / COMMON NAME	CONT			
	NATIVE SEED	SEED			323,523 SF
	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD			511,387 SF

PRELIMINARY PLAT LANDSCAPE PLAN



1 DECIDUOUS TREE PLANTING AND STAKING DETAIL
NTS



2 BASKETBALL COURT REFERENCE PHOTO
NTS



3 PICKLEBALL COURT REFERENCE PHOTO
NTS



4 PLAYGROUND REFERENCE PHOTO
NTS



5 BIKE RACK REFERENCE PHOTO
NTS

Valley County Planning and Zoning

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



Instrument # 461328

VALLEY COUNTY, CASCADE, IDAHO

1-24-2024 10:55:19 AM No. of Pages: 5

Recorded for : LORI HUNTER

DOUGLAS A. MILLER

Ex-Officio Recorder Deputy

Index to: COUNTY MISC

Fee: 0.00

A handwritten signature in black ink, appearing to be "JH".

CONDITIONAL USE PERMIT

N O. 23-10

Planned Unit Development 23-01

Garnet Valley

Issued to:

Roseberry Park LLC

221 Main Street, Suite 2039

Los Altos, California 94023-9051

Property Location:

The site is 39.1 acres and is parts of Parcel RP16N03E170945, RP16N03E170965, and RP16N03E171485 in the NE ¼ of Section 17, T. 16N, R. 3E, Boise Meridian, Valley County, Idaho.

The Board of County Commissioners denied the Request for Reconsideration on January 16, 2024. The Board's decision stands, and you are hereby issued Conditional Use Permit No. 23-10 with Conditions for establishing multi-family residential units as described in the application, staff report, and minutes; as summarized in the Findings of Fact, Conclusions of Law and Decision recorded as Instrument # 460211; and, as memorialized in the Development Agreement recorded as Instrument # 4602212.

The effective date of this permit is January 17, 2024.

Conditions of Approval:

1. **Compliance with Plans.** Substantial compliance with plans and specifications submitted to and on file in the Planning and Zoning Department dated received May 1, 2023, except as expressly modified herein or pursuant to application to the County.
2. **Maximum Units.** The maximum number of units allowed shall be 316 (306 multi-family and 10 single-family units).
3. **Workforce Housing.** A total of 82 units throughout the project (collectively, the "Workforce Units") shall be identified from time to time and subject to the following affordability and workforce housing program. As further described below, the 82 Workforce Units shall include a combination of "80% AMI Restriction" units, "LIHTC Restriction" units, and the "Fire District Unit" (each as defined below).

Conditional Use Permit

Page 1 of 5

- a. 80% AMI Restriction. Initially, 47 units shall be rent-restricted to individuals making no more than eighty percent (80%) of average median income ("**AMI**") for Valley County, Idaho for the size of the household in question, as published from time to time by the Idaho Housing Finance Association, Inc. ("**IHFA**") or any successor to IHFA responsible for administration of Housing Tax Credits under the 1986 Tax Reform Act.
 - b. LIHTC Restriction. Developer shall set aside one building containing a minimum of 34 units (collectively, the "**LIHTC Units**") for development under the Low-Income Housing Tax Credit (LIHTC) program administered by IHFA. Developer shall employ commercially reasonable efforts to obtain LIHTC funding the LIHTC Units and shall not be permitted to construct the same without LIHTC funding approval for a period of ten (10) years. Upon such approval, it is anticipated that the LIHTC Units shall be available for rent at 60% of AMI but shall be subject to the requirements of federal law and the entity administering the LIHTC program at the time (anticipated to be IHFA).
 - i. In the event Developer is unable to receive LIHTC funding during said ten-year period, Developer may construct the LIHTC Units, which shall be subject to the 80% AMI Restriction set forth in Section 3.a, above, increasing the number of 80% AMI Restriction units to 81.
 - c. Fire District Unit. Developer shall make one (1) unit available at no cost to Donnelly Rural Fire Protection District (the "**Fire District**") for a period of ten (10) years, which initial term may be renewed by the Fire District in its sole discretion for an additional ten (10) year period on the same terms and conditions. The Fire District's occupancy of said unit shall be subject to reasonable conditions related to maintenance, occupancy, and use. In the event the Fire District terminates or chooses to no longer occupy, said unit shall be subject to the 80% AMI Restriction set forth in Section 3.a, above.
 - d. Workforce Unit Allocation and Completion. Developer shall ensure that a pro rata number of Workforce Units are made available for occupancy concurrently with each building that receives a certificate of occupancy. The pro rata allocation shall be based on the total number of Workforce Units required under this Agreement and the total number of buildings in the development minus one (i.e. 48 units ÷ 8 buildings = 6 units per building). Failure to comply with this clause shall be considered a breach of this Agreement.
 - e. Workforce Unit Occupancy Restriction. All Workforce Units shall be reserved to Valley County residents or those showing proof of employment with a Valley County employer at the time of application.
 - f. Enforcement. The Workforce Units identified in this Section shall be a requirement of the ongoing operation of the project unless otherwise modified in writing by the County and Developer. Any resident of the project or the County shall have standing under this Development Agreement to enforce the foregoing restrictions. The County shall further have the right from time to time (but no more often than once yearly) to audit relevant Developer's records to ensure that the Workforce Units are being provided as identified herein.
4. **Fencing**. No exterior, perimeter fencing is permitted; instead a landscape buffer shall be provided in accordance with those certain plans dated received May 1, 2023 and included on Exhibit C.
 5. **Rental Length**. In order to ensure the project provides workforce housing, no rentals of less than 180 days shall be permitted. The foregoing is in accordance with Valley County Code Section 1-8-4.A.6.c and shall be modified in the event the foregoing provisions of Valley County Code are modified. If the foregoing short term rental period is increased by Valley County Code, any non-conforming lease shall be required to come into compliance with such updated time period at the end of its then-current lease term. Ongoing proof of such restriction shall be provided to the County Zoning Administrator for confirmation upon request.

- a. Employer Housing Exception. In the spirit of providing workforce housing, local employers may lease units for purposes of housing employees on an ongoing basis. Such employees' occupancy, in such cases, may not last the 180-day period identified above. The foregoing shall be permitted so long as such units are: (i) subject to leases satisfying the 180-day minimum identified above; and (ii) proof of employment and occupancy is provided to Developer in connection with such rental arrangements.
6. **Single-Family Homes**. Any single-family residential homes installed on the Property must be of new construction and stick-built. In the event the single-family homes are sold to third parties, Developer shall first attempt to sell such homes to individuals providing proof of Valley County residency for a time period of no less than forty-five (45) days, after which time, if Developer is unable to locate a buyer as described above to purchase such home for a commercially reasonable amount, Developer may market such properties to purchasers outside of Valley County residents.
7. **Clubhouse**. The clubhouse proposed with the Project shall be used only by residents and their guests. Illustrative depictions of the clubhouse are included on **Exhibit D**, attached hereto and made a part hereof. Use of the clubhouse shall not be permitted for commercial use unless additional required approvals are provided by the County.
8. **Traffic Mitigation**. Per the West Roseberry Area 2023 Roadway Capital Improvement Program (January 2023), the estimated cost per vehicle trip in this area is \$824.00. Based upon the foregoing figure, Developer shall pay a traffic mitigation fee to the County in the amount of \$1,294,457.86 (10 single-family units @ 8 trips per day = \$65,920.00 + 224 market-rate multi-family units @ 6.656 trips per day = \$1,228,537.86), which traffic mitigation fee may be used by the County to address existing roadway deficiencies. No mitigation fee shall be required for Workforce Units. In the alternative, Developer may propose construction of roadway improvements as approved by the County in a roadway impact mitigation agreement to be reviewed and approved by the Valley County Board of County Commissioners. Such agreement shall address the comments of the Idaho Transportation Department in its memorandum dated August 7, 2023. Any such agreement (traffic mitigation fee or construction) shall be a requirement of recording of the first final plat of the project.
9. **Open Space, Trails, and Pathways**. Open space, trails, and pathways shall be provided within the project substantially in accordance with **Exhibit E**, attached hereto and made a part hereof. Uses of open space areas may be modified so long as the dimensions of such open space remains substantially consistent with Exhibit E. For example, open space areas may include play or recreational amenities not identified on Exhibit E. No residential structures may be constructed on open space areas without amendment to this Agreement.
10. **Amenities**. The project shall include the following amenities: children's play structure, clubhouse, patio and seating area, sport courts, and pathways, as further depicted on **Exhibit F**, attached hereto and made a part hereof. Amenities shall be installed in accordance with the Phasing Plan attached hereto as **Exhibit H** and made a part hereof.
11. **Infrastructure**.
 - a. Sewer and Water. An agreement with North Lake Recreational Sewer and Water District ("NLRSWD") must be finalized prior to approval of building permits. Such agreement shall include all improvements to area sewer and water infrastructure sufficient to permit NLRSWD to service the project. Prior to the recordation of the final plat, sanitary restrictions must be lifted by NLRSWD.
 - b. Access. Access onto public streets (W. Roseberry Rd.) shall be provided in accordance with the approved site plans. In the event access onto neighboring private streets is determined by a court having jurisdiction to be prohibited, Developer shall pursue and obtain a modification to the final plat with additional access onto W. Roseberry Rd.

- c. Trash. It is anticipated that Lakeshore Disposal shall provide trash collection services. Developer shall provide a will-serve letter confirming such service in connection with the first final plat of the property.
 - d. Parking. Parking shall be in accordance with the approved site plan for the project. Developer (or its successors) shall be responsible for any and all parking enforcement within the Property. The project plan for the Property is attached as **Exhibit G** and made a part hereof. Developer shall ensure that resident parking occurs only within the Property and not on adjoining public or private streets.
 - e. Stormwater Management and Drainage. Stormwater management and drainage shall be provided in accordance with the grading and drainage plans attached to the approved preliminary plat. The detailed stormwater management and site grading plan shall be approved by the Valley County Engineer prior to any work being done on-site. Preliminary grading and drainage plans shall be subject to modification in connection with final construction documents. Storm drainage systems shall meet or exceed 25-year storm drainage criteria. Any property affected by jurisdictional wetlands shall require application and approval by the U.S. Army Corps of Engineers.
 - f. Public Transit. Prior to signature of the first final plat, Developer shall provide proof of discussions with Tamarack and area transit authorities in order to identify and reserve a potential bus stop location within the Property.
12. **Phasing Plan**. The project shall be phased in accordance with that certain phasing plan attached as **Exhibit H**, attached hereto and made a part hereof.
13. **Amendment**. No changes or amendments to this Agreement shall be permitted unless specifically agreed in writing by Developer and the County in accordance with then-applicable County ordinance requirements.

Conditions from Staff Report (with modifications shown in underline/strikethrough)

- 14. This application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
- 15. Any material change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
- 16. The first final plat shall be recorded within two years of approval of the conditional use permit or this permit will be null and void.
- 17. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
- 18. Prior to the final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed. Applicant's engineer shall also confirm all utilities were placed according to the approved plans.
- 19. Wetlands must be delineated or shown on the final plat.
- 20. Must bury conduit for fiber optics with utilities.
- 21. A Private Road Declaration or equivalent requirements in CCRs are required to confirm that the roads will be maintained.

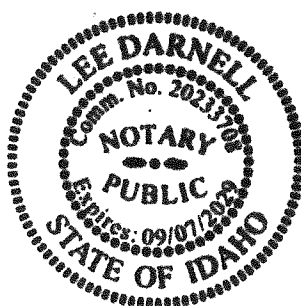
22. A Declaration of Installation of Utilities is required with the final plat.
23. Must comply with the requirements of the Donnelly Rural Fire Protection District unless specifically allowed as a variance in regards to a planned unit development or a letter of approval is received from Donnelly Rural Fire Protection District.
24. Community rules should address lighting, noxious weeds, wood-burning devices, landscaping, and uses of common areas and amenities.
25. All lighting must comply with the Valley County Lighting Ordinance.
26. Shall place addressing numbers at each residence and multi-family unit.
27. The Valley County Engineer shall confirm there is adequate snow storage.
28. Developer shall endeavor to include recycling bins on-site.
29. A place shall be sited for the potential of community gardens and shall be allowed by the developer.
30. The applicant will update the Planning and Zoning Commission on an annual basis, which report will include the number of Workforce Units designated and/or occupied at such time.
31. The following notes shall be placed in the notes on the face of the final plat:
 - a. "The Valley County board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
 - b. "All lighting must comply with the Valley County Lighting Ordinance."
 - c. "Surrounding land uses are subject to change."

END CONDITIONAL USE PERMIT

Date January 24, 2024
Approved by [Signature]

On this 24th day of January, 2024, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lee Darnell
Notary Public
Residing at: Cascade ID
Commission Expires: 9-7-29



After Recording
Return to:

T. Hethe Clark
Clark Wardle LLP
P.O. Box 639
Boise, Idaho 83701

DEVELOPMENT AGREEMENT
[Garnet Valley]

This Development Agreement (this "**Agreement**") is entered into effective as of the date last written below, by and among VALLEY COUNTY, IDAHO, a body politic within the State of Idaho (the "**County**") and Roseberry Park LLC, a Delaware limited liability company (the "**Developer**"). The County and the Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, the Developer is the owner of record of that certain real property legally described on **Exhibit A**, attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Developer is seeking approval of applications P.U.D. 23-01 Garnet Valley and C.U.P. 23-10 Preliminary Plat (the "**Applications**");

WHEREAS, the Developer has proposed that the Property be developed pursuant to and in accordance with the Applications, the County's Comprehensive Plan and Zoning Ordinance in effect on the date of application, and in accordance with the terms and conditions of this Agreement and any amendments hereto. Such development is hereafter referred to as the "**Project**";

WHEREAS, the County has the authority pursuant to Section 9-9-9 of the Valley County Code and Section 67-6512(d) of Idaho Code to attach certain conditions to a special use permit and condition the approval of a Planned Unit Development on, among other things, minimizing the impact on other development, providing on-site or off-site public facilities and requiring the mitigation of effects of the proposed development upon service delivery by any political subdivision. See Idaho Code § 67-6512(d)(1),(6),(8). These conditions of approval are to be memorialized in a Development Agreement for the purpose of allowing, by agreement, the proposed development to proceed;

WHEREAS, the County's Planning & Zoning Commission (the "**Commission**") and County Commissioners (the "**Board**") held public hearings as prescribed by law with respect to the development of the Property and this Agreement, including: June 8, 2023 and July 18, 2023 (Commisison) and September 5, 2023 and October 2, 2023 (Board);

WHEREAS, all public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this Agreement have been held and/or taken;

WHEREAS, the Board approved the Applications on October 2, 2023, subject to review and approval of this Agreement and written findings of fact and conclusions of law (the "**Written Decision**");

WHEREAS, upon approval of this Agreement and the Written Decision, it is the intent and desire of the Parties that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement; and,

WHEREAS, the Parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties, and obligations herein set forth.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Development Permitted by this Agreement. This Agreement shall vest the right to develop the Property, as described on Exhibit A, with respect to the approval of each of the Applications (the "**Approvals**"), as restricted by those certain conditions of approval identified on **Exhibit B** attached hereto and made a part hereof (the "**Conditions**"). Development shall be substantially consistent with those certain concept plans and depictions identified on **Exhibit C**, attached hereto and made a part hereof.

2. Recordation. The Developer shall record this Agreement, including all of the exhibits attached hereto, and submit proof of such recording to the County within ten (10) business days of execution hereof by the County. Failure to comply with this section shall be deemed a default of this Agreement by the Developer.

3. Effective Date. This Agreement will be effective upon recordation.

4. Development to be Consistent with the Approvals and this Agreement. Development of a portion of the Property substantially inconsistent with this Agreement and the Written Decision, as determined by the County Planning Director, without formal modification of the Approvals or the Concept Plan pursuant to the requirements of the Valley County Code, and/or amendment of this Agreement, shall result in a default of this Agreement by the Developer in connection with such specific portion of the Property, subject to the cure provisions of Section 6, below.

5. Default. In the event the Developer, its heirs, successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be modified or terminated by the Board after consultation with and with written notice to the Developer and upon compliance with the requirements of Valley County Code and the notice and cure provisions set forth below.

6. Remedies. This Agreement shall be enforceable in any court of competent jurisdiction by either the County or the Developer, or by any successor or successors in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein.

a. In the event of a material breach of this Agreement, the Parties agree that the County and the Developer shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, that in the case of any such default that cannot with diligence be cured within such thirty (30) day period, if the defaulting Party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

b. In the event the performance of any covenant to be performed hereunder by either the County or the Developer is delayed for causes which are beyond the reasonable control of the Party responsible for such performance, which shall include, without limitation, natural disasters,

pandemics, changes in the law, emergency orders, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties shall be in writing and be deemed properly served or delivered, if delivered by hand to the Party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, addressed as follows:

To the County:

Valley County
c/o Director, Planning & Development Services Department
219 N. Main St.
Cascade, Idaho 83611

To the Developer:

Roseberry Park LLC
Attn: _____
221 Main Street, Suite 2039
Los Altos, California 94023-9051

or at such other address, or to such other Party which any Party entitled to receive notice hereunder designates to the other in writing as provided above.

8. Attorneys' Fees. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall survive any default, termination, or forfeiture of this Agreement.

9. Time is of the Essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the Party so failing to perform.

10. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives, including the County's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.

11. Final Agreement; Modification. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions, or understanding, either oral or written, express or implied, between the Developer and the County, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of the County.

a. This Agreement shall not preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the County and

the Developer shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law while still allowing the project to proceed substantially in accordance with the Written Decision. The Developer shall prepare and process the necessary amendment or amendments to this Agreement reasonably required in order to complete the development of the Property in accordance with the Written Decision.

12. Invalid Provisions. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held invalid which the Developer deems essential to its development of the Property, the Developer may, at its sole discretion, declare this entire Agreement null and void of no force and effect and thereby relieve all Parties from any obligations hereunder.

13. No Agency, Joint Venture or Partnership. The County and the Developer hereby agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the County and the Developer joint venturers or partners.

14. Construction. This Agreement has been reviewed and revised by legal counsel for both the County and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

15. Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, Valley County, State of Idaho.

[end of text; signatures on following page]

IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year last written below, the same being done after public hearing, notice and statutory requirements having been fulfilled.

THE COUNTY:

VALLEY COUNTY, IDAHO,
an Idaho municipal corporation

By: Elting B. Hasbrouck
Valley, County Commissioner
Dated: 11-1-13

By: Sherry Manger
Valley, County Commissioner
Dated: 11-1-23

By: Ned Thompson
Valley, County Commissioner
Dated: 11-1-23

ATTEST:

By: Deborah A. Miller
Valley, Ex-Officio County Clerk
Dated: 11-1-23

THE DEVELOPER:

ROSEBERRY PARK LLC,
a Delaware limited liability company

By: _____
_____, Manager
Dated: _____

EXHIBITS:

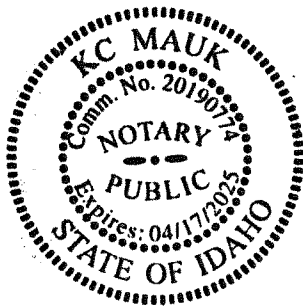
- Exhibit A: Legal Description of the Property
- Exhibit B: Conditions of Zoning Approval
- Exhibit C: Concept Plan
- Exhibit D: Clubhouse Depictions
- Exhibit E: Open Space, Trails, and Pathways Plan
- Exhibit F: Amenities Plan
- Exhibit G: Parking Plan
- Exhibit H: Phasing Plan

[notary acknowledgments on following page]

STATE OF IDAHO)
) ss.
County of Valley)

On this 1st day of November 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Elaine Hasbrouck and Sherry Maye, Neal Thompson known or identified to me to be the ~~County Commissioner~~ and EX-OFFICIO COUNTY CLERK of VALLEY COUNTY, the body politic of the State of Idaho that executed the instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic 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.



KC MAUK
Notary Public for Idaho
Residing at Valley County
My commission expires: 4/17/25

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____ 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the MANAGER of ROSEBERRY PARK LLC, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

Notary Public for _____
Residing at _____
My commission expires: _____

IN WITNESS WHEREOF, the Parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year last written below, the same being done after public hearing, notice and statutory requirements having been fulfilled.

THE COUNTY:

VALLEY COUNTY, IDAHO,
an Idaho municipal corporation

ATTEST:

By: _____
_____, County Commissioner
Dated: _____

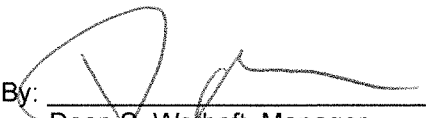
By: _____
_____, Ex-Officio County Clerk
Dated: _____

By: _____
_____, County Commissioner
Dated: _____

By: _____
_____, County Commissioner
Dated: _____

THE DEVELOPER:

ROSEBERRY PARK LLC,
a Delaware limited liability company

By:  _____
Dean S. Warhaft, Manager
Dated: 11/03/2023

EXHIBITS:

- Exhibit A: Legal Description of the Property
- Exhibit B: Conditions of Zoning Approval
- Exhibit C: Concept Plan
- Exhibit D: Clubhouse Depictions
- Exhibit E: Open Space, Trails, and Pathways Plan
- Exhibit F: Amenities Plan
- Exhibit G: Parking Plan
- Exhibit H: Phasing Plan

[notary acknowledgments on following page]

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____ 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, known or identified to me to be the _____ and EX-OFFICIO COUNTY CLERK of VALLEY COUNTY, the body politic of the State of Idaho that executed the instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.


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

Notary Public for Idaho
Residing at _____
My commission expires: _____

STATE OF Florida)
) ss.
County of Miami-Dade)

On this 3 day of NOVEMBER 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared DEAN SCOTT WARHAFT, known or identified to me to be the MANAGER of ROSEBERRY PARK LLC, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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



Notary Public for STATE OF FLORIDA
Residing at MIAMI-DADE
My commission expires: MARCH 19, 2027

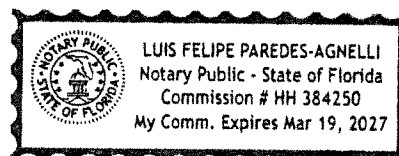


EXHIBIT A
Legal Description of the Property

A parcel of land situated in the Northeast 1/4 of Section 17, Township 16 North, Range 3 East, Boise Meridian, Valley County, Idaho and being more particularly described as follows:

BEGINNING at a found aluminum cap marking the Center 1/4 corner of said Section 17, which bears S00°06'46"W a distance of 2,635.45 feet from a found 5/8-inch rebar marking the North 1/4 corner of said Section 17;

Thence following the westerly line of said Northeast 1/4, N00°06'46"E a distance of 911.69 feet to the centerline of W. Roseberry Road;

Thence leaving said westerly line and following said centerline of W. Roseberry Road, N33°09'43"E a distance of 556.93 feet to a set 5/8-inch rebar;

Thence leaving said centerline, S56°50'17"E a distance of 564.23 feet to a set 5/8-inch rebar;

Thence N33°09'48"E a distance of 475.78 feet to a found 5/8-inch rebar on the southerly right-of-way of Timberline Drive;

thence following said southerly right-of-way the following six (6) courses:

1. S68°08'34"E a distance of 25.51 feet to a found 5/8-inch rebar;
2. S56°50'17"E a distance of 81.20 feet to a found 5/8-inch rebar;
3. 181.54 feet along the arc of a curve to the right, said curve having a radius of 215.00 feet, a delta angle of 48°22'44", a chord bearing of S32°38'55"E, and a chord distance of 176.19 feet to a found 5/8-inch rebar;
4. S08°27'33"E a distance of 654.53 feet to a found 5/8-inch rebar;
5. 236.52 feet along the arc of a curve to the right, said curve having a radius of 1,500.00 feet, a delta angle of 09°02'04", a chord bearing of S03°56'32"E, and a chord distance of 236.27 feet to a found 5/8-inch rebar;
6. S00°34'30"W a distance of 180.36 feet to a found 5/8-inch rebar;

Thence leaving said southerly right-of-way and following the southerly right-of-way of Price Street the following four (4) courses:

1. S72°53'42"E a distance of 168.20 feet to a found 5/8-inch rebar;
2. 110.57 feet along the arc of a curve to the left, said curve having a radius of 460.00 feet, a delta angle of 13°46'22", a chord bearing of S79°46'53"E, and a chord distance of 110.31 feet to a found 5/8-inch rebar;
3. 135.78 feet along the arc of a curve to the left, said curve having a radius of 460.00 feet, a delta angle of 16°54'45", a chord bearing of N84°52'34"E, and a chord distance of 135.29 feet to a found 5/8-inch rebar;

4. 57.00 feet along the arc of a curve to the right, said curve having a radius of 660.00 feet, a delta angle of $04^{\circ}56'53''$, a chord bearing of $N78^{\circ}53'38''E$, and a chord distance of 56.98 feet to a found 5/8-inch rebar;

Thence leaving said southerly right-of-way, $S00^{\circ}34'30''W$ a distance of 173.98 feet to a found 5/8-inch rebar on the southerly line of said Northeast 1/4;

Thence following said southerly line, $N89^{\circ}25'15''W$ a distance of 1,794.79 feet to the point of beginning.

Said parcel contains 39.141 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

EXHIBIT B
Conditions of PUD Approval

1. **Compliance with Plans.** Substantial compliance with plans and specifications submitted to and on file in the Planning and Zoning Department dated received May 1, 2023, except as expressly modified herein or pursuant to application to the County.
2. **Maximum Units.** The maximum number of units allowed shall be 316 (306 multi-family and 10 single-family units).
3. **Workforce Housing.** A total of 82 units throughout the project (collectively, the "**Workforce Units**") shall be identified from time to time and subject to the following affordability and workforce housing program. As further described below, the 82 Workforce Units shall include a combination of "80% AMI Restriction" units, "LIHTC Restriction" units, and the "Fire District Unit" (each as defined below).
 - a. 80% AMI Restriction. Initially, 47 units shall be rent-restricted to individuals making no more than eighty percent (80%) of average median income ("**AMI**") for Valley County, Idaho for the size of the household in question, as published from time to time by the Idaho Housing Finance Association, Inc. ("**IHFA**") or any successor to IHFA responsible for administration of Housing Tax Credits under the 1986 Tax Reform Act.
 - b. LIHTC Restriction. Developer shall set aside one building containing a minimum of 34 units (collectively, the "**LIHTC Units**") for development under the Low-Income Housing Tax Credit (LIHTC) program administered by IHFA. Developer shall employ commercially reasonable efforts to obtain LIHTC funding the LIHTC Units and shall not be permitted to construct the same without LIHTC funding approval for a period of ten (10) years. Upon such approval, it is anticipated that the LIHTC Units shall be available for rent at 60% of AMI but shall be subject to the requirements of federal law and the entity administering the LIHTC program at the time (anticipated to be IHFA).
 - i. In the event Developer is unable to receive LIHTC funding during said ten-year period, Developer may construct the LIHTC Units, which shall be subject to the 80% AMI Restriction set forth in Section 3.a, above, increasing the number of 80% AMI Restriction units to 81.
 - c. Fire District Unit. Developer shall make one (1) unit available at no cost to Donnelly Rural Fire Protection District (the "**Fire District**") for a period of ten (10) years, which initial term may be renewed by the Fire District in its sole discretion for an additional ten (10) year period on the same terms and conditions. The Fire District's occupancy of said unit shall be subject to reasonable conditions related to maintenance, occupancy, and use. In the event the Fire District terminates or chooses to no longer occupy, said unit shall be subject to the 80% AMI Restriction set forth in Section 3.a, above.
 - d. Workforce Unit Allocation and Completion. Developer shall ensure that a pro rata number of Workforce Units are made available for occupancy concurrently with each building that receives a certificate of occupancy. The pro rata allocation shall be based on the total number of Workforce Units required under this Agreement and the total number of buildings in the development minus one (i.e. 48 units ÷ 8 buildings = 6 units per building). Failure to comply with this clause shall be considered a breach of this Agreement.
 - e. Workforce Unit Occupancy Restriction. All Workforce Units shall be reserved to Valley County residents or those showing proof of employment with a Valley County employer at the time of application.

- f. **Enforcement.** The Workforce Units identified in this Section shall be a requirement of the ongoing operation of the project unless otherwise modified in writing by the County and Developer. Any resident of the project or the County shall have standing under this Development Agreement to enforce the foregoing restrictions. The County shall further have the right from time to time (but no more often than once yearly) to audit relevant Developer's records to ensure that the Workforce Units are being provided as identified herein.
4. **Fencing.** No exterior, perimeter fencing is permitted; instead a landscape buffer shall be provided in accordance with those certain plans dated received May 1, 2023 and included on Exhibit C.
5. **Rental Length.** In order to ensure the project provides workforce housing, no rentals of less than 180 days shall be permitted. The foregoing is in accordance with Valley County Code Section 1-8-4.A.6.c and shall be modified in the event the foregoing provisions of Valley County Code are modified. If the foregoing short term rental period is increased by Valley County Code, any non-conforming lease shall be required to come into compliance with such updated time period at the end of its then-current lease term. Ongoing proof of such restriction shall be provided to the County Zoning Administrator for confirmation upon request.
- a. **Employer Housing Exception.** In the spirit of providing workforce housing, local employers may lease units for purposes of housing employees on an ongoing basis. Such employees' occupancy, in such cases, may not last the 180-day period identified above. The foregoing shall be permitted so long as such units are: (i) subject to leases satisfying the 180-day minimum identified above; and (ii) proof of employment and occupancy is provided to Developer in connection with such rental arrangements.
6. **Single-Family Homes.** Any single-family residential homes installed on the Property must be of new construction and stick-built. In the event the single-family homes are sold to third parties, Developer shall first attempt to sell such homes to individuals providing proof of Valley County residency for a time period of no less than forty-five (45) days, after which time, if Developer is unable to locate a buyer as described above to purchase such home for a commercially reasonable amount, Developer may market such properties to purchasers outside of Valley County residents.
7. **Clubhouse.** The clubhouse proposed with the Project shall be used only by residents and their guests. Illustrative depictions of the clubhouse are included on **Exhibit D**, attached hereto and made a part hereof. Use of the clubhouse shall not be permitted for commercial use unless additional required approvals are provided by the County.
8. **Traffic Mitigation.** Per the West Roseberry Area 2023 Roadway Capital Improvement Program (January 2023), the estimated cost per vehicle trip in this area is \$824.00. Based upon the foregoing figure, Developer shall pay a traffic mitigation fee to the County in the amount of \$1,294,457.86 (10 single-family units @ 8 trips per day = \$65,920.00 + 224 market-rate multi-family units @ 6.656 trips per day = \$1,228,537.86), which traffic mitigation fee may be used by the County to address existing roadway deficiencies. No mitigation fee shall be required for Workforce Units. In the alternative, Developer may propose construction of roadway improvements as approved by the County in a roadway impact mitigation agreement to be reviewed and approved by the Valley County Board of County Commissioners. Such agreement shall address the comments of the Idaho Transportation Department in its memorandum dated August 7, 2023. Any such agreement (traffic mitigation fee or construction) shall be a requirement of recording of the first final plat of the project.
9. **Open Space, Trails, and Pathways.** Open space, trails, and pathways shall be provided within the project substantially in accordance with **Exhibit E**, attached hereto and made a part hereof. Uses of open space areas may be modified so long as the dimensions of such open space remains

substantially consistent with Exhibit E. For example, open space areas may include play or recreational amenities not identified on Exhibit E. No residential structures may be constructed on open space areas without amendment to this Agreement.

10. **Amenities.** The project shall include the following amenities: children's play structure, clubhouse, patio and seating area, sport courts, and pathways, as further depicted on **Exhibit F**, attached hereto and made a part hereof. Amenities shall be installed in accordance with the Phasing Plan attached hereto as **Exhibit H** and made a part hereof.

11. **Infrastructure.**

- a. Sewer and Water. An agreement with North Lake Recreational Sewer and Water District ("NLRSWD") must be finalized prior to approval of building permits. Such agreement shall include all improvements to area sewer and water infrastructure sufficient to permit NLRSWD to service the project. Prior to the recordation of the final plat, sanitary restrictions must be lifted by NLRSWD.
 - b. Access. Access onto public streets (W. Roseberry Rd.) shall be provided in accordance with the approved site plans. In the event access onto neighboring private streets is determined by a court having jurisdiction to be prohibited, Developer shall pursue and obtain a modification to the final plat with additional access onto W. Roseberry Rd.
 - c. Trash. It is anticipated that Lakeshore Disposal shall provide trash collection services. Developer shall provide a will-serve letter confirming such service in connection with the first final plat of the property.
 - d. Parking. Parking shall be in accordance with the approved site plan for the project. Developer (or its successors) shall be responsible for any and all parking enforcement within the Property. The project plan for the Property is attached as **Exhibit G** and made a part hereof. Developer shall ensure that resident parking occurs only within the Property and not on adjoining public or private streets.
 - e. Stormwater Management and Drainage. Stormwater management and drainage shall be provided in accordance with the grading and drainage plans attached to the approved preliminary plat. The detailed stormwater management and site grading plan shall be approved by the Valley County Engineer prior to any work being done on-site. Preliminary grading and drainage plans shall be subject to modification in connection with final construction documents. Storm drainage systems shall meet or exceed 25-year storm drainage criteria. Any property affected by jurisdictional wetlands shall require application and approval by the U.S. Army Corps of Engineers.
 - f. Public Transit. Prior to signature of the first final plat, Developer shall provide proof of discussions with Tamarack and area transit authorities in order to identify and reserve a potential bus stop location within the Property.
12. **Phasing Plan.** The project shall be phased in accordance with that certain phasing plan attached as **Exhibit H**, attached hereto and made a part hereof.
13. **Amendment.** No changes or amendments to this Agreement shall be permitted unless specifically agreed in writing by Developer and the County in accordance with then-applicable County ordinance requirements.

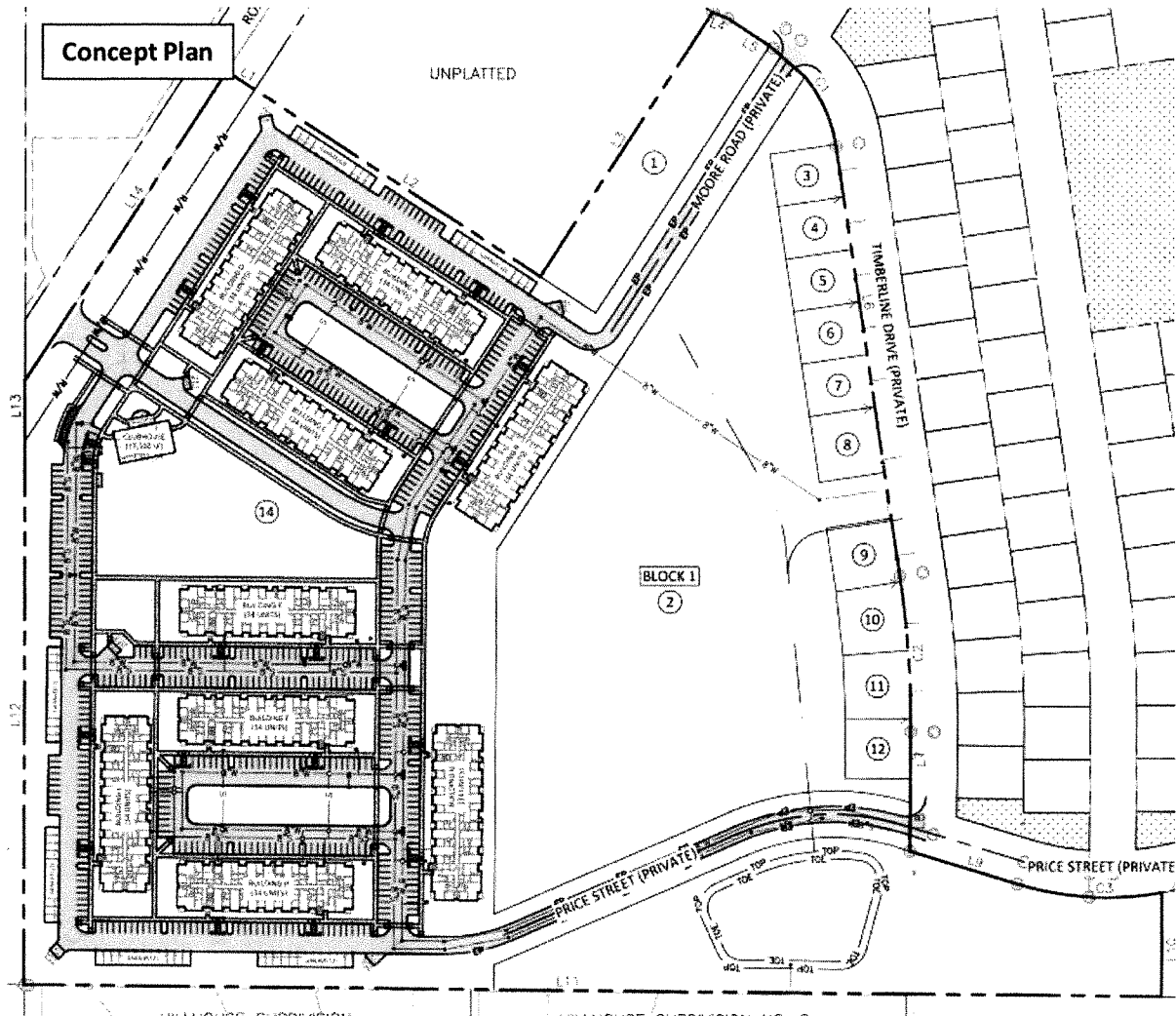
Conditions from Staff Report (with modifications shown in underline/strikethrough)

14. This application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.
15. Any material change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
16. The first final plat shall be recorded within two years of approval of the conditional use permit or this permit will be null and void.
17. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
18. Prior to the final plat, the applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed. Applicant's engineer shall also confirm all utilities were placed according to the approved plans.
19. Wetlands must be delineated or shown on the final plat.
20. Must bury conduit for fiber optics with utilities.
21. A Private Road Declaration or equivalent requirements in CCRs are required to confirm that the roads will be maintained.
22. A Declaration of Installation of Utilities is required with the final plat.
23. Must comply with the requirements of the Donnelly Rural Fire Protection District unless specifically allowed as a variance in regards to a planned unit development or a letter of approval is received from Donnelly Rural Fire Protection District.
24. Community rules should address lighting, noxious weeds, wood-burning devices, landscaping, and uses of common areas and amenities.
25. All lighting must comply with the Valley County Lighting Ordinance.
26. Shall place addressing numbers at each residence and multi-family unit.
27. The Valley County Engineer shall confirm there is adequate snow storage.
28. Developer shall endeavor to include recycling bins on-site.
29. A place shall be sited for the potential of community gardens and shall be allowed by the developer.
30. The applicant will update the Planning and Zoning Commission on an annual basis, which report will include the number of Workforce Units designated and/or occupied at such time.
31. The following notes shall be placed in the notes on the face of the final plat:

- a. "The Valley County board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
- b. "All lighting must comply with the Valley County Lighting Ordinance."
- c. "Surrounding land uses are subject to change."

EXHIBIT C

Concept Plans and Depictions



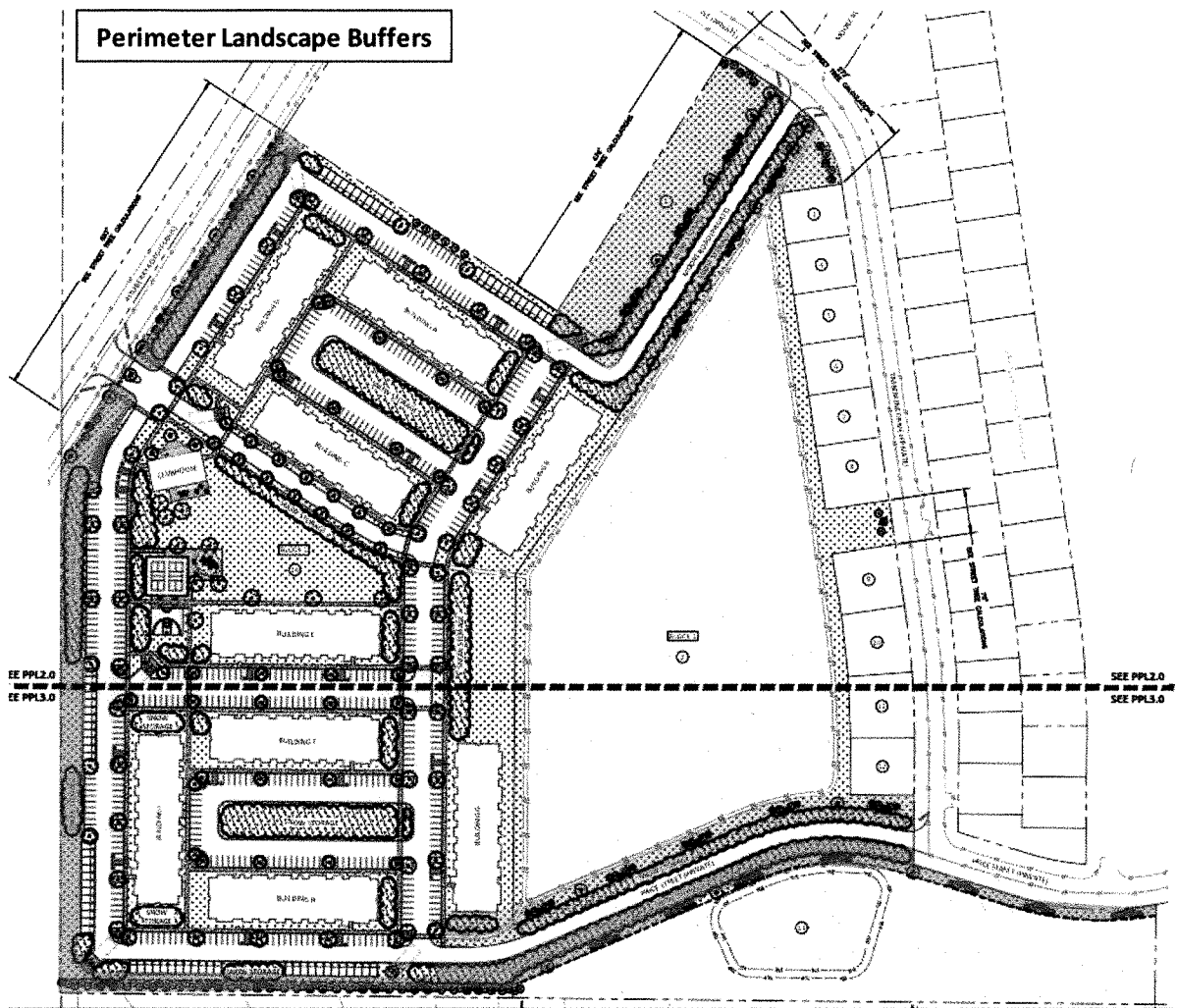


EXHIBIT D
Clubhouse Depictions

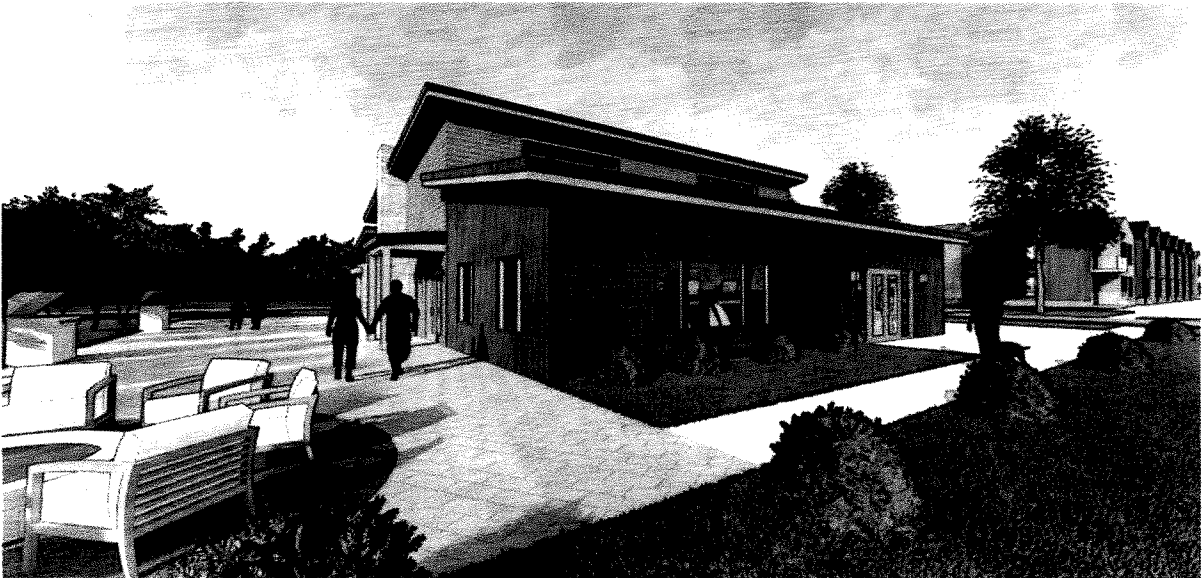
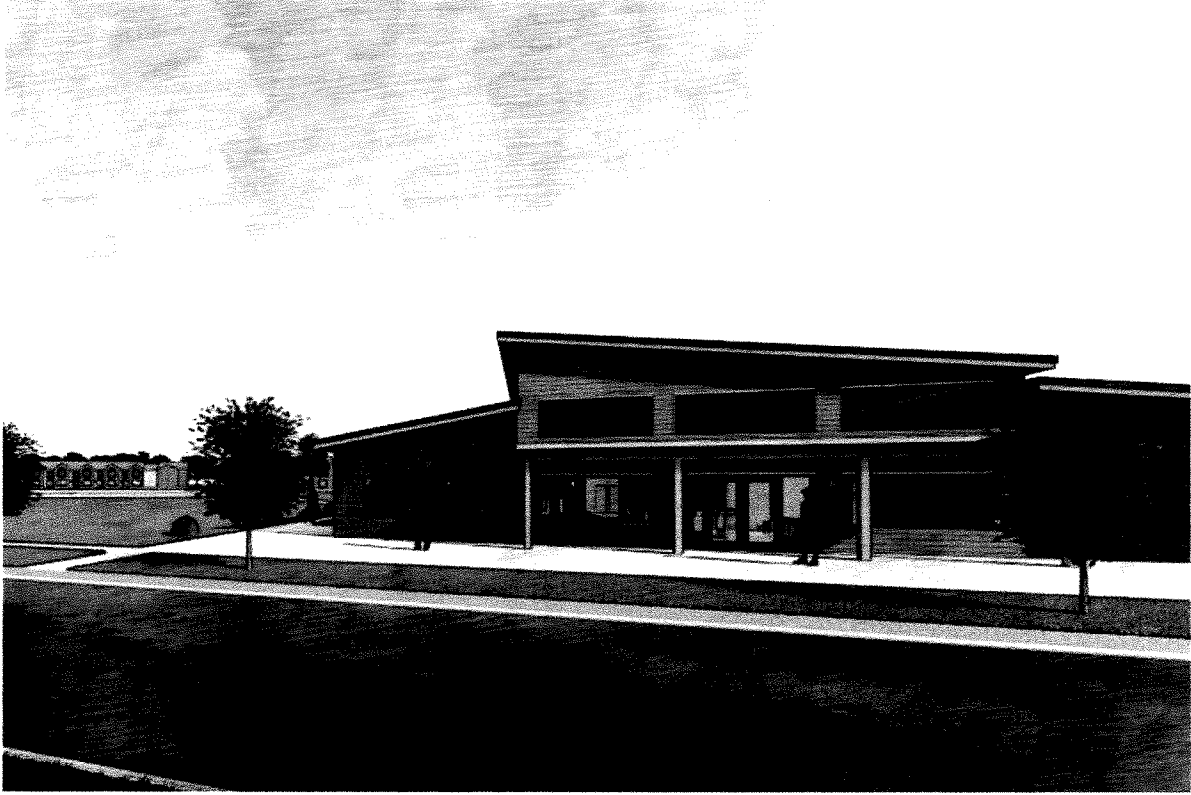
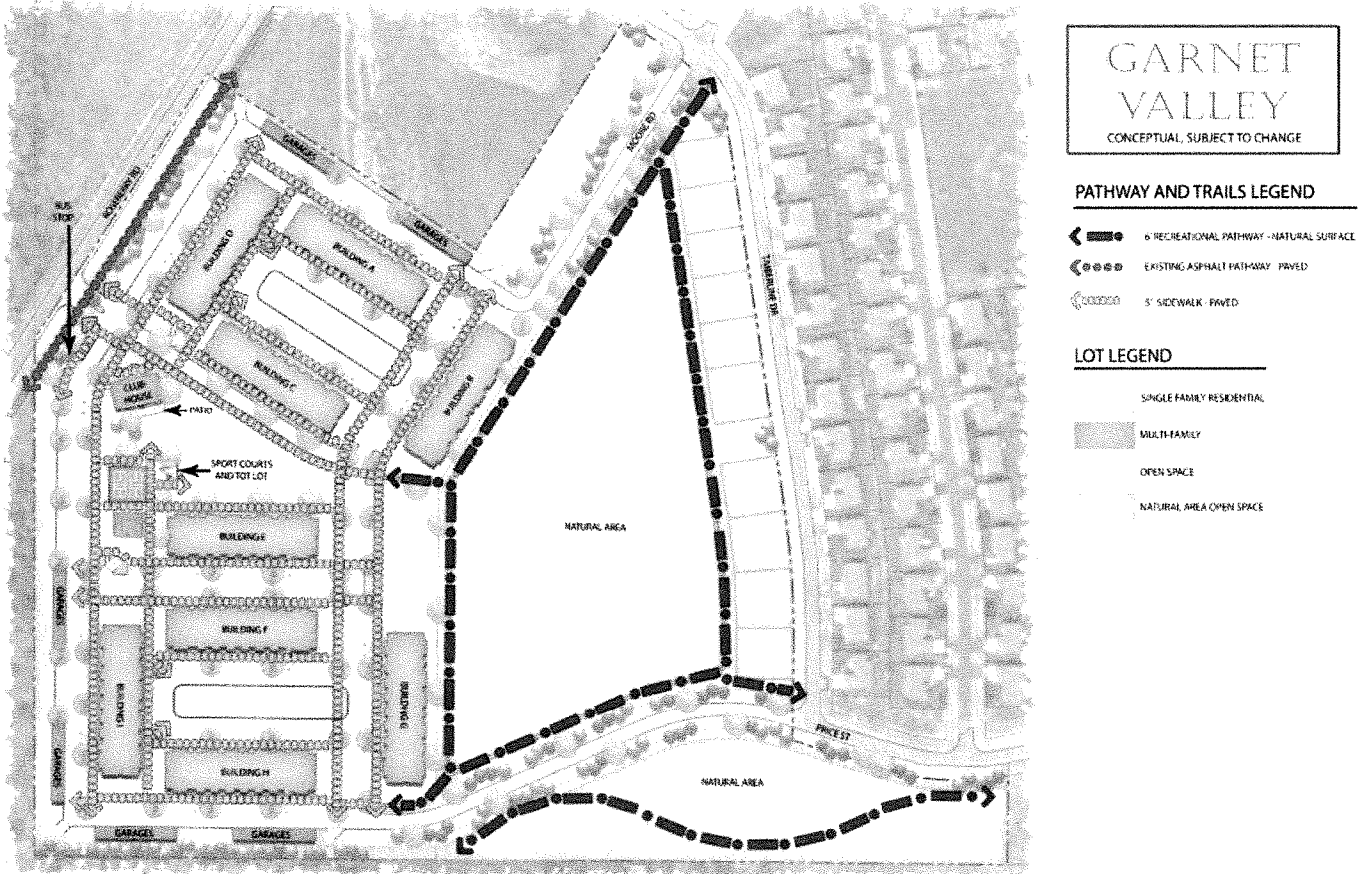


EXHIBIT E

Open Space, Trails, and Pathways Plan



OPEN SPACE CALCULATIONS

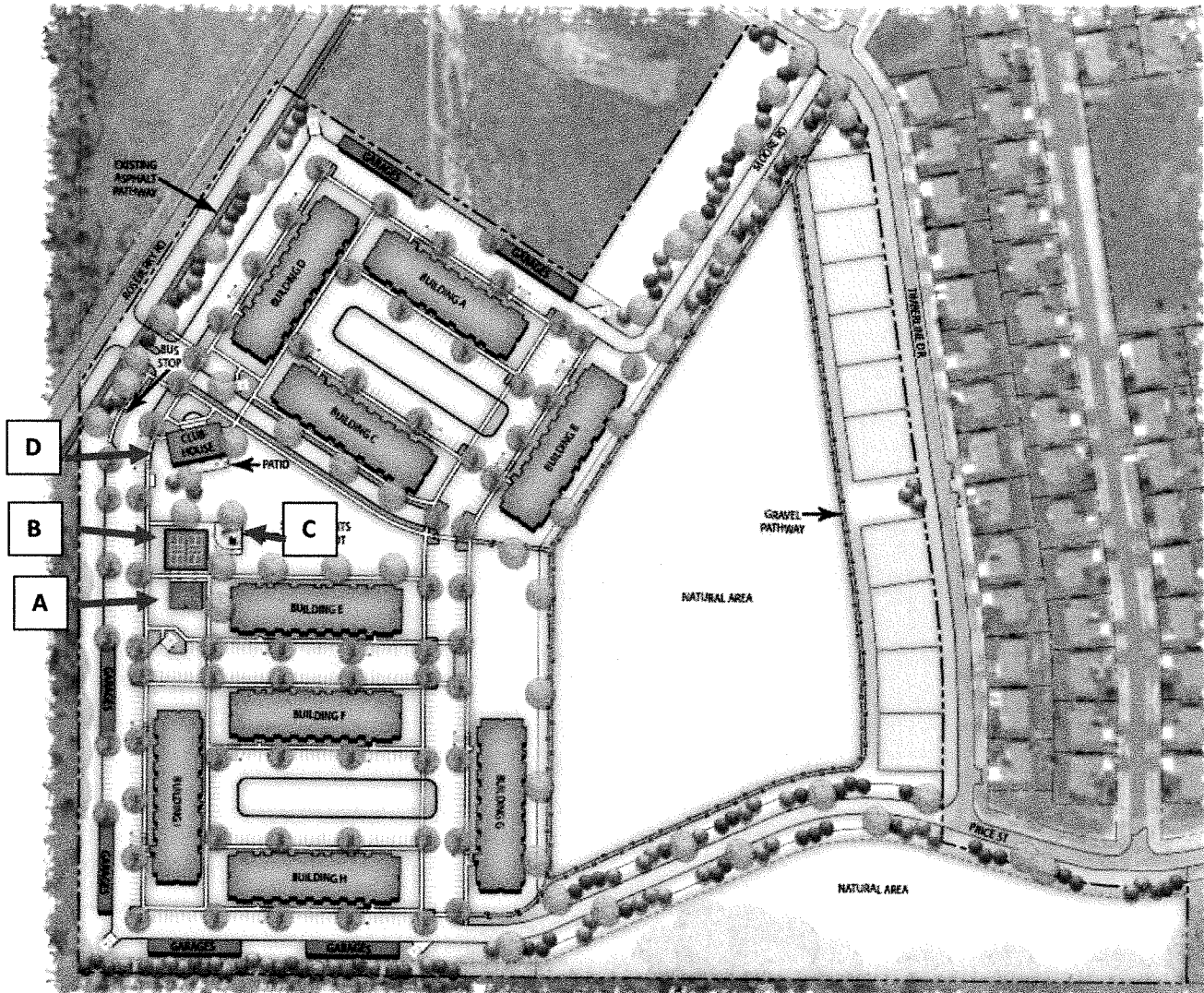
ACRES

PERCENT

Common Lot Area	13.31	34%
Multi-Family Lot Area	7.03	18%
Total Open Space	20.34	52%

EXHIBIT F

Amenities Plan



BASKETBALL COURT REFERENCE PHOTO

NTS



PICKLEBALL COURT REFERENCE PHOTO

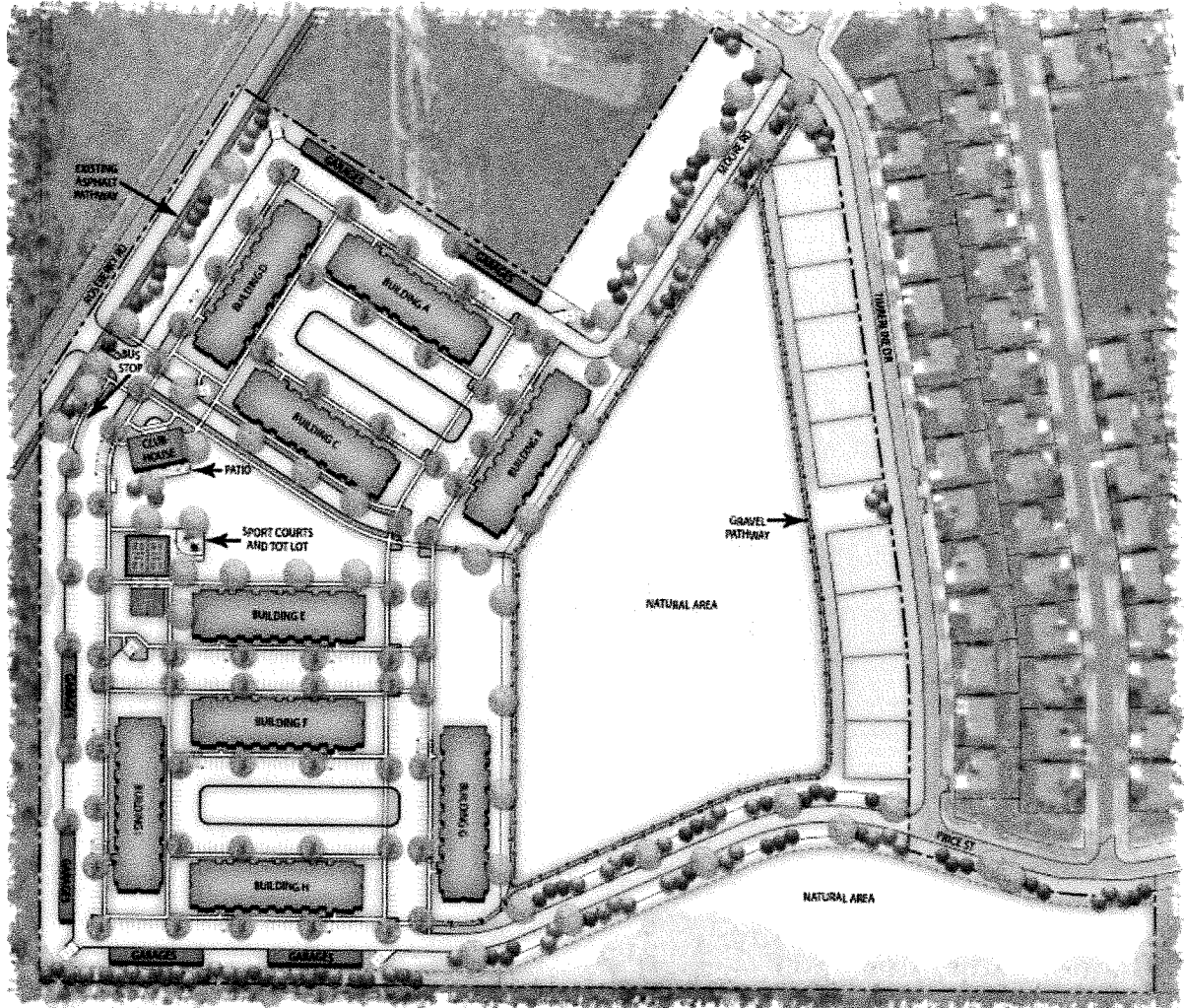
NTS



PLAYGROUND REFERENCE PHOTO

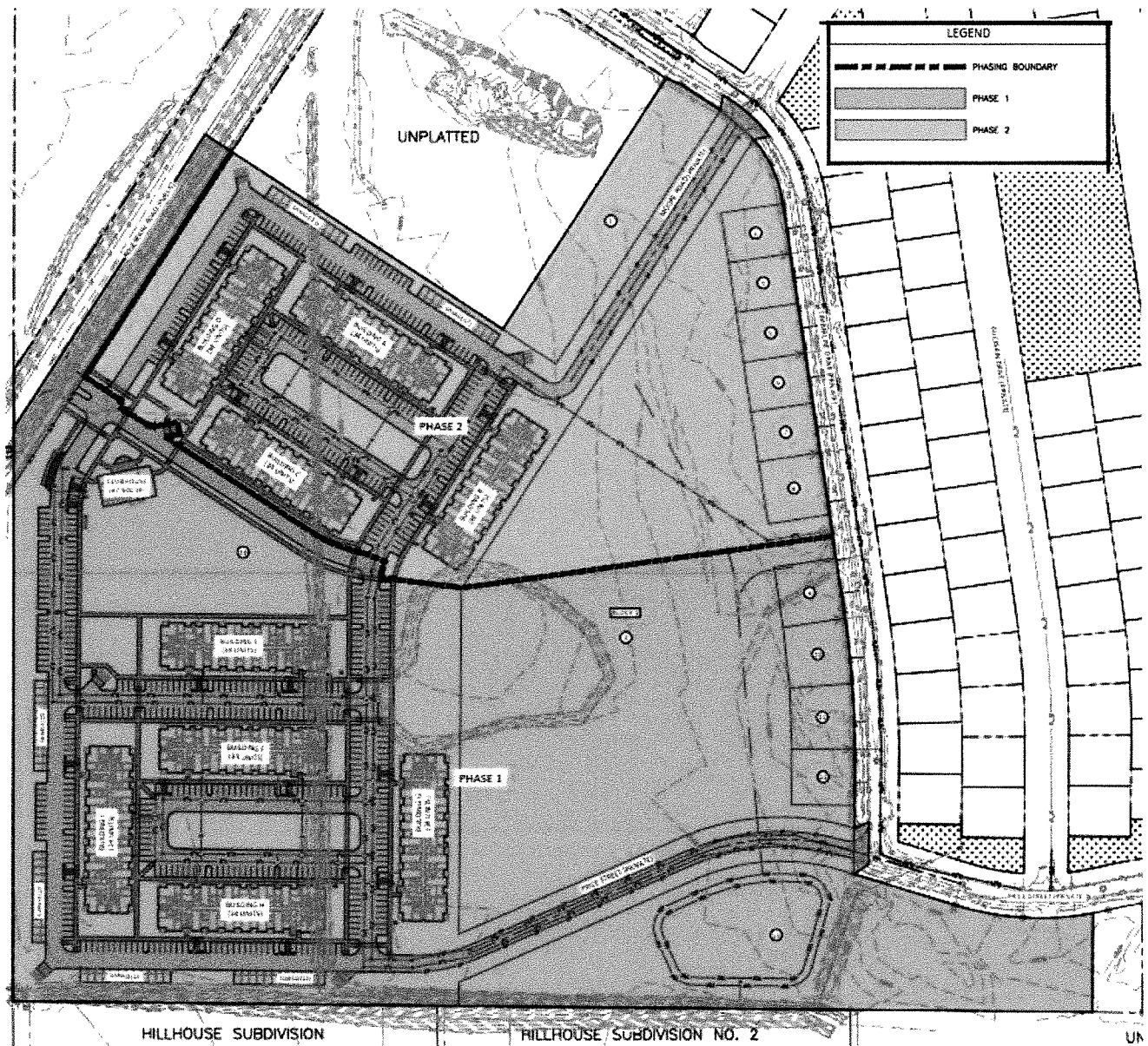
NTS

EXHIBIT G
Parking Plan



Multi-family Units:	306
Single-family Lots:	10
Parking Spaces Required:	632
Parking Spaces Provided:	
Multi-family:	570 Standard
	72 Garage
Single-family:	20 Standard
	20 Garage
<hr/>	
682 TOTAL	

EXHIBIT H Phasing Plan



The above phasing plan is the best estimate of phasing for the project. It is anticipated that the actual phasing of the project may be affected by conditions that might include but are not limited to site conditions or other market constraints. Valley County Planning Staff shall be authorized to approve administratively any modifications of the above phasing plan that do not substantially affect the overall outcome or character of the project.

[illegible]

	2015-2016	2016-2017	2017-2018	2018-2019
Operating income	27,500	28,000	28,500	29,000
Operating expenses	15,000	15,500	16,000	16,500
Operating profit	12,500	12,500	12,500	12,500
Interest expense	1,000	1,000	1,000	1,000
Income before taxes	11,500	11,500	11,500	11,500
Tax expense	2,500	2,500	2,500	2,500
Net income	9,000	9,000	9,000	9,000
Dividends	4,000	4,000	4,000	4,000
Retained earnings	5,000	5,000	5,000	5,000

Temp fence
around perimeter
w/ double 20'
gate access in
two locations.

Separate lay down for residential construction and its subcontractors.

[illegible]

CONTACT INFORMATION	
CONTACT PERSON	LEAD/SAFE CONTACT
NAME: [redacted]	NAME: [redacted]
PHONE: [redacted]	PHONE: [redacted]
EMAIL: [redacted]	EMAIL: [redacted]
ADDRESS: [redacted]	ADDRESS: [redacted]
CITY: [redacted]	CITY: [redacted]
STATE: [redacted]	STATE: [redacted]
ZIP: [redacted]	ZIP: [redacted]

GARNET VALLEY SUBDIVISION
VALLEY COUNTY, IDAHO
PRELIMINARY PLAT LANDSCAPE CON

