

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 _____ (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 67-6511A of Idaho Code to conditionally rezone the Property and to enter into this 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: _____ and _____, respectively;

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, 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, 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.

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 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, 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:

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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

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 and shall prepare and process the necessary amendment or amendments to this Agreement.

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

ATTEST:

By: _____
_____, County Commissioner
Dated: _____

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

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 _____ 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 _____)
) 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: _____

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.

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EXHIBIT B
Conditions of Zoning Approval

1. **Compliance with Plans.** Compliance with plans and specifications submitted to and on file in the Planning and Zoning Department dated received _____, 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 prorata number of Workforce Units are made available for occupancy concurrently with each building that receives a certificate of occupancy. The prorata 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. $48 \text{ units} \div 8 \text{ buildings} = 6 \text{ units per building}$). 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 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 _____ 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 one-year period identified above. The foregoing shall be permitted so long as such units are: (i) subject to leases satisfying the one-year 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.
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.** Developer shall pay a traffic mitigation fee to the County in the amount of _____ per market-rate unit, 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. 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 signature of the first final plat. Such agreement shall include all improvements to area sewer and water infrastructure sufficient to permit NLRSWD to service the project.
 - 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 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.

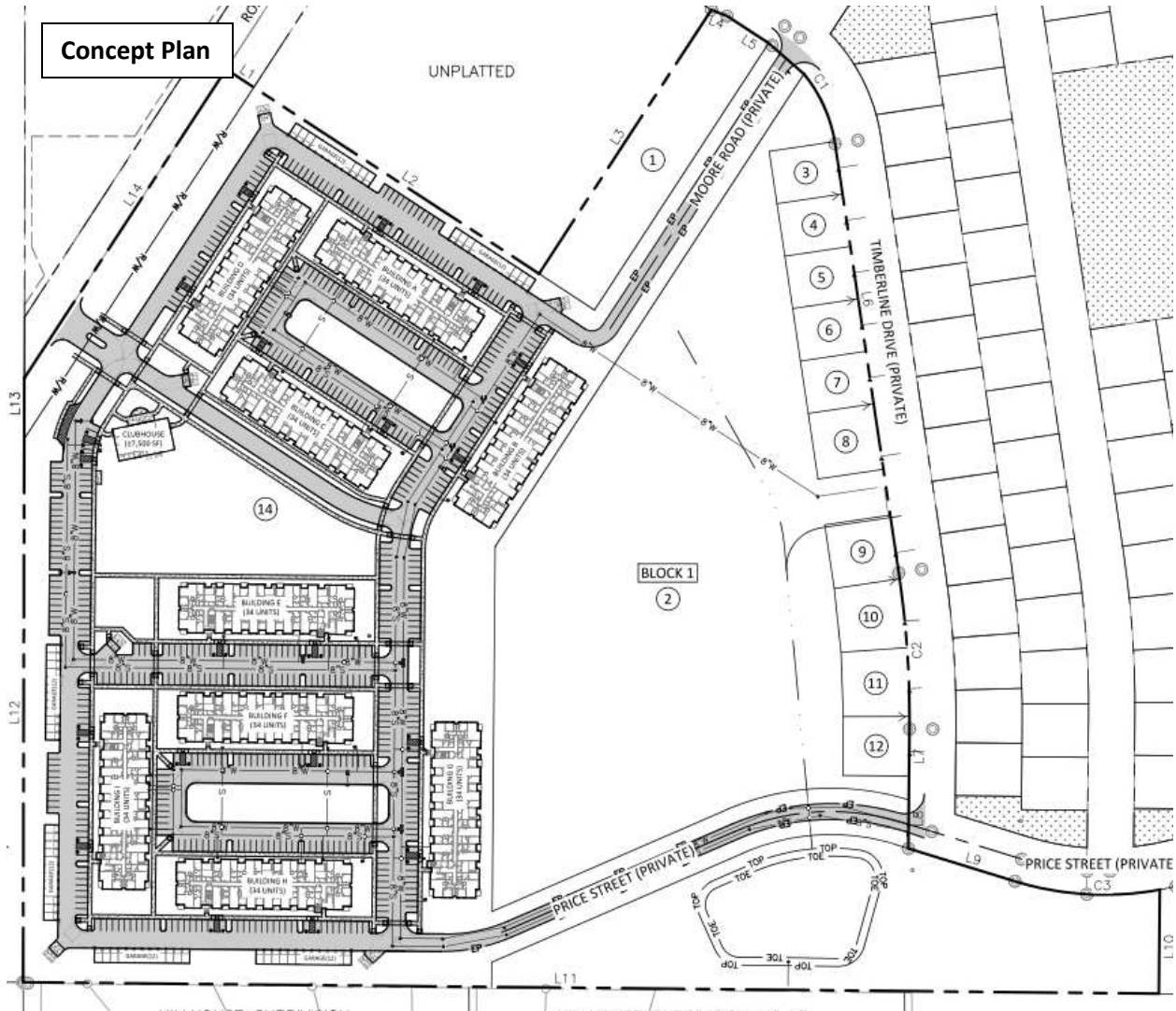
17. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
- ~~18. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.~~
19. 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.
20. Wetlands must be delineated or shown on the final plat.
21. Must bury conduit for fiber optics with utilities.
22. A Private Road Declaration or equivalent requirements in CCRs ~~are is~~ required to confirm that the roads will be maintained.
23. A Declaration of Installation of Utilities is required with the final plat.
24. 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.
25. Community rules should address lighting, noxious weeds, wood-burning devices, landscaping, and uses of common areas and amenities.
26. All lighting must comply with the Valley County Lighting Ordinance.
27. Shall place addressing numbers at each residence and multi-family unit.
28. The Valley County Engineer shall confirm there is adequate snow storage.
- ~~29. A Development Agreement should be agreed upon for off-site road improvements and matters agreed upon in the application and presentation.~~
- ~~30. An agreement with North Lake Recreational Sewer must be finalized prior to approval of building permits.~~
31. 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.
- ~~32. Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. If an agreement cannot be reached the application shall be set for another public hearing with the Valley County Planning and Zoning Commission to determine if the application can be approved without improvements and still meet their mandates concerning public health, safety, and welfare matters. The discussion will be concerning current road conditions and potential mitigation for impacts caused by the development.~~
33. 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."

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EXHIBIT C

Concept Plans and Depictions



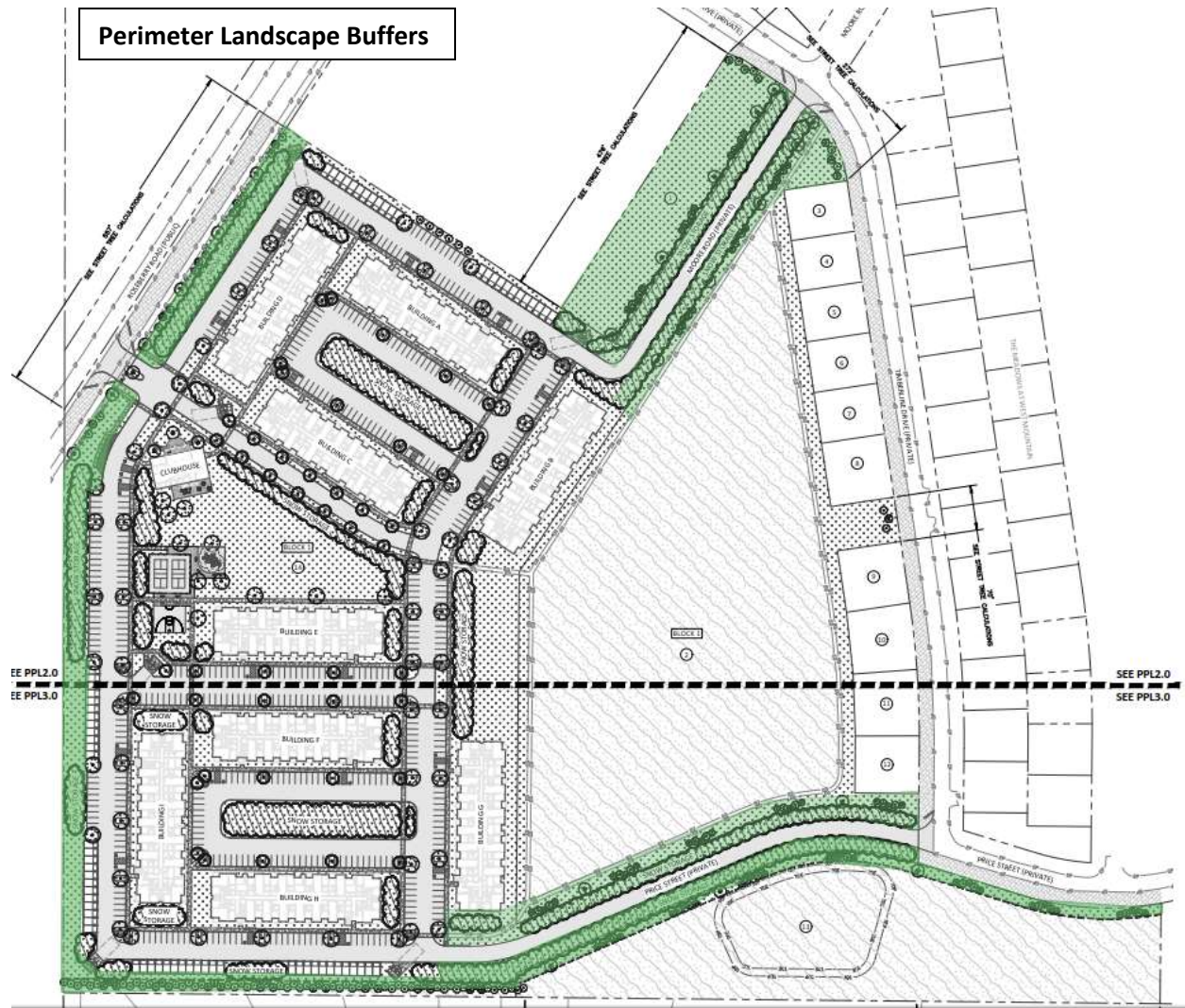


EXHIBIT D
Clubhouse Depictions



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

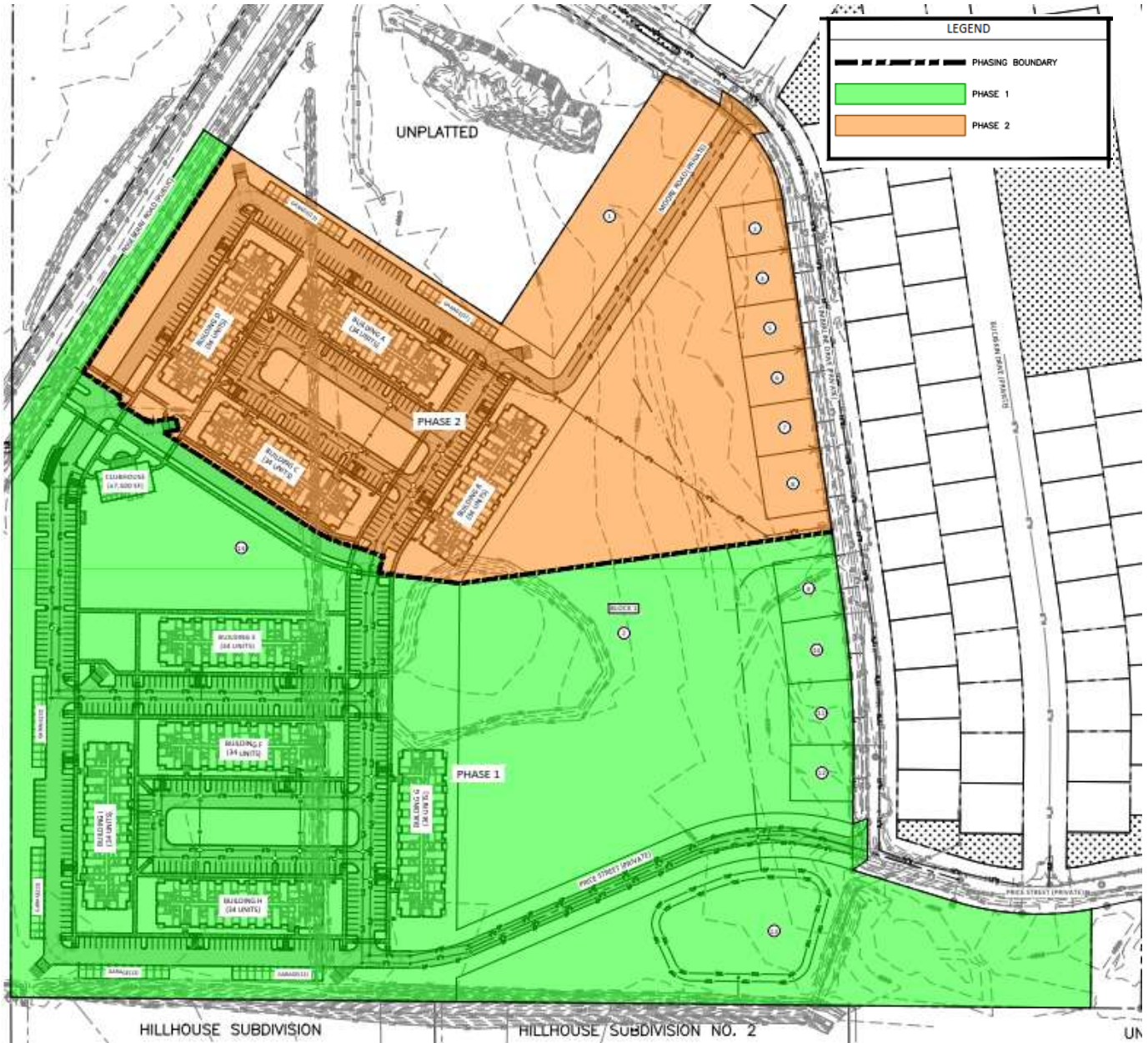
NTS

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 |

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.

