

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340**
(Space above line for Recorder's use)

414013
Agreement
BLAINE CO. REQUEST
OF *Speck & Aanestad*
'98 MAY 8 AM 11 23
MARY GREEN, CLERK *ympp*
FEES \$ *63*

**DEVELOPMENT AGREEMENT
(Griffin Ranch Subdivision P.U.D)**

THIS AGREEMENT is made as of the 28 day of April, 1998, by and between GGA LIMITED LIABILITY CO., a Washington limited liability company qualified to do business in the State of Idaho ("GGA"), and BLAINE COUNTY, IDAHO, a body politic (the "County").

Recitals

1. GGA is the owner of Lots 1 through 4 of Griffin Ranch Subdivision in Blaine County, Idaho, consisting of approximately 256.4 acres (the "Property").
2. On November 21, 1997, the County, through its Board of County Commissioners, issued its Findings of Fact, Conclusions of Law & Decision, unanimously approving, with certain conditions, pursuant to the provisions of the Blaine County Subdivision Ordinance encoded at Title 10 of the Blaine County Code (the "Subdivision Ordinance"), the Preliminary Plat of the resubdivision of the Property into Griffin Ranch Subdivision P.U.D. (the "PUD"). A copy of the approved Preliminary Plat is attached hereto as Exhibit A and made a part hereof by this reference.
3. The PUD provides for the development of the Property into 54 single family residential lots and approximately 73.2 acres of common area parcels in three (3) separate and independent phases as depicted on the Preliminary Plat.
4. On April 28, 1998, the County, through its Board of County Commissioners, issued its Findings of Fact, Conclusions of Law & Decision (the "Decision"), unanimously approving, with certain conditions, pursuant to the provisions of the Subdivision Ordinance, the Final Plat of Phase 1 of the PUD. A copy of the Decision is attached hereto as Exhibit B and made a part hereof by this reference.
5. The parties desire to provide for the orderly development of the three phases of the PUD according to the Decision and the terms and conditions of this Agreement.

Agreement

1. **Incorporation of Recitals.** The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. **Preliminary Plat Approval.** The County, pursuant to Sections 10-4-5(B)(1) and 10-6-11 of the Subdivision Ordinance and subject to the performance by GGA of its obligations under this Agreement, hereby grants an extension of the approval of the Preliminary Plat of the PUD through and including the deadline for the recording of the final plats for all phases of the PUD set forth in the Decision and paragraph 5,A, below.

3. **Phase 1.**

A.. The deadline for recording in the Office of the Blaine County Recorder the Final Plat of Phase 1 of the PUD and the Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision P.U.D. (the "CCR's") is November 15, 1999. The County agrees this date is an approved extension of time for these filings pursuant to the provisions of Sections 10-4-5(B)(4) and 10-6-11 of the Subdivision Ordinance.

B. GGA shall, within thirty (30) days of the expiration of the time for an appeal of the Decision, pay to the County the sum of \$37,479.00 for the improvement of Gannett Road. This sum represents \$12,090.00 for Griffin Ranch Subdivision and \$25,389.00 for Phase 1 of the PUD.

C. GGA shall, during the 1998 construction season and subject to the provisions of paragraph 22, below, complete the turn lanes and taper on Picabo-Gannett Road described as one of the Phase 1 Improvements in the Phasing Plan attached hereto as Exhibit C and made a part hereof by this reference (the "Phasing Plan"), in full compliance with County road construction standards.

D. GGA shall, prior to recording the Final Plat for Phase 1, complete, or pursuant to a separate agreement with the County, post appropriate security for the completion of, the rest of the Phase 1 Improvements described in the Phasing Plan.

E. GGA shall, prior to April 15, 1999, pay to the Blaine County Recreation District the sum of \$29,630.00.

4. **Affordable Housing.** GGA shall contribute to the County the sum of \$50,000 to be used for the development of affordable housing in Blaine County. This payment shall be made on or before the closing of the sale of the tenth (10th) lot sold within Phase 1 of the PUD.

5. **Phases 2 and 3.**

A. The deadline for recording in the Office of the Blaine County Recorder the final plats for Phases 2 and 3 of the PUD is November 15, 2004. The final plat for Phase 2 must be recorded prior to recording the final plat for Phase 3. The County agrees this deadline for recording

the final plats of Phases 2 and 3 complies with the requirements of Sections 10-4-5(B)(2) and 10-6-11 of the Subdivision Ordinance and, to the extent necessary, is an approved extension of time for these filings pursuant to the provisions of Sections 10-4-5(B)(4) and 10-6-11 of the Subdivision Ordinance. In the Decision, the County has found that the entire PUD, as set forth in its Preliminary Plat and subject to the conditions imposed by the Decision, conforms with the County's comprehensive plan, Subdivision Ordinance and zoning ordinance. The County further agrees that, provided this filing deadline is met and the final plats for Phase 2 and Phase 3 do not contain any changes from the approved Preliminary Plat for the PUD, such final plats shall not be required to comply with any changes in the County's comprehensive plan, Subdivision Ordinance or zoning ordinance enacted since the date of the Decision. On the other hand, if this filing deadline is not met, such final plats shall be required to comply with the provisions of the County's comprehensive plan, Subdivision Ordinance and zoning ordinance then in effect.

B. GGA shall, on or before November 15, 1999, pay to the County, for the improvement of Gannett Road, the sums of \$25,383.00 relating to Phase 2 and \$15,713.00 relating to Phase 3, for a total of \$41,096.00, adjusted according to the Consumer Price Index (the "Index") as provided in paragraph 23, below.

C. GGA shall, prior to recording the Final Plat for Phase 2, do the following:

i. Complete or, pursuant to a separate agreement with the County, post appropriate security for the completion of, the Phase 2 Improvements described in the Phasing Plan;

ii. Pay to the Blaine County Recreation District the sum of \$31,111.00, adjusted according to the Index as provided in paragraph 23, below; and

iii. Obtain from the Idaho Department of Water Resources a permit for the water right for the central domestic water system providing for the diversion of a total of not more than 0.67 cfs of potable water for domestic purposes to twenty-nine lots within Phases 2 and 3.

D. GGA shall, prior to recording the Final Plat for Phase 3, do the following:

i. Complete, or pursuant to a separate agreement with the County, post appropriate security for the completion of, the Phase 3 Improvements described in the Phasing Plan; and

ii. Pay to the Blaine County Recreation District the sum of \$19,259.00, adjusted according to the Index as provided in paragraph 23, below.

6. **Independent Phases.** In the Decision, the County finds that each phase of the PUD can exist independently in a stable manner, thus complying with Section 10-6-8(A)(2) of the Subdivision Ordinance. Nothing in this Agreement shall be construed to require GGA to develop and record the final plats for Phase 2 or Phase 3, and GGA, by entering into this Agreement does not make any representation that Phase 2 or Phase 3 of the PUD shall be developed.

7. **Covenants Run With the Land.** Each covenant and agreement shall be a burden on the Property, shall be appurtenant to and for the benefit of the other portions of the Property, and shall run with the land. Notwithstanding any contrary provision of this Agreement, the burdens and restrictions imposed hereby shall be automatically and unconditionally released from individual lots within the PUD at the time of recordation of a deed conveying title to any such lot to a bona fide third-party purchaser.

8. **Successors and Assigns.** This Agreement and the obligations created hereby shall inure to the benefit of and be binding upon the parties, their heirs, personal representatives, successors and assigns.

9. **Injunctive Relief.** In the event of any violation or threatened violation by any person of any of the terms and provisions contained in this Agreement, either or both of the parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction in the State of Idaho. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

10. **Modification and Termination.** This Agreement may be modified or terminated, in whole or in part, only with the consent of all of the parties and then only by written instrument duly executed and acknowledged by all of the parties and recorded in the office of the recorder of Blaine County. No modification or termination of this Agreement shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

11. **Default.** A default of this Agreement shall only occur upon the expiration of thirty (30) days from receipt of written notice from any party specifying the particulars in which such defaulting party has failed to perform the obligations of this Agreement unless such defaulting party, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such defaulting party shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such defaulting party has commenced to rectify the default within said thirty (30) day period and diligently pursues rectification of the default to completion in an efficient and expeditious manner.

12. **Notices.** All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address as follows:

GGA: GGA Limited Liability Company
Attn. Mr. James S. Griffin
Griffin Development Corp.
4117 South Meridian
Puyallup WA 98373
Facsimile: 1-253-840-0617

With a copy to:
James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
P.O. Box 987
Ketchum, ID 83340
Facsimile: 1-208-726-0752

County: Blaine County
P.O. Box 400-H
Hailey, ID 83333
Attn. Planning & Zoning Administrator
Facsimile: 1-208-788-5576

or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

13. **Waiver.** The failure of any party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach of default in the performance of any of the terms and provisions contained herein by the same or any other person.

14. **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

15. **Severability.** If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

16. **Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

17. **Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall

it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein,

18. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

19. **Construction.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

20. **Recordation.** This Agreement shall be recorded in the office of the Blaine County Recorder.

21. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

22. **Force Majeure.** The time for performance of this Agreement by the Parties shall be extended for any delay caused by fire, the elements, acts of God, and decisions or inaction or interference by another governmental authority or other third person, riots, labor strife, material shortages, or any other cause which is beyond the control of the party obligated to perform.

23. **Consumer Price Index.** The Index shall mean the Consumer Price Index (All Items) for All Urban Consumers, West, published by the U.S. Department of Labor, Bureau of Labor Statistics. Where this Agreement provides for the adjustment according to the Index of a payment for Gannett Road improvements or to the Blaine County Recreation District, the adjusted payment shall be calculated as follows: on the first day of May, 1999, and on the first day of May in each succeeding year, the amounts for payments by GGA thereafter due under this Agreement shall be increased by the percentage increase in the Index for the immediately preceding twelve month period.

24. **Payments.** GGA agrees and acknowledges that each of the payments required hereunder is lawful, and does not constitute an unlawful taking of property..

25. **Compliance with Decision.** GGA shall comply fully with the requirements of the Decision, including all conditions of approval stated therein.

26. **County Impact Fees.** Nothing in this Agreement shall be construed to prevent the County from imposing against and collecting from the owners of lots within the PUD "impact fees" pursuant to the provisions of Idaho Code § 67-8201 et seq. However, because of the payments to be made by GGA pursuant to this Agreement, the County may not impose any such "impact fees" for road or recreation related impacts on the owners of any lots within the PUD.

EXECUTED by the parties on the dates set forth below.

GGA LIMITED LIABILITY CO., a Washington
limited liability Company

Date: 5-3-98

By: Wendy S. Griffin
Wendy S. Griffin, Member

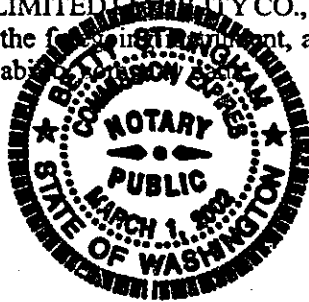
BLAINE COUNTY, IDAHO
A Body Politic

Date: 4/29/98

By: Leonard Harlig
Leonard Harlig, Commissioner

STATE OF WASHINGTON)
County of Pierce) ss.
)

On this 5th day of May, 1998, before me, the undersigned notary public in and for said state, personally appeared Wendy S. Griffin, known or identified to me to be one of the members of GGA LIMITED LIABILITY CO., and the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company.



Betty Stigman
Notary Public for Washington
Residing at: Lacoma, WA
Commission expires: 3-1-2002

STATE OF IDAHO)
) ss.
County of Blaine)

On this 29th day of April, 1998, before me, the undersigned, a notary public in and for said state, personally appeared Leonard Harlig, known or identified to me to be a county commissioner of BLAINE COUNTY, IDAHO, the county that executed the within instrument, and acknowledged to me that such county executed the same.

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

J. P. Speck
Notary Public for Idaho

Residing at: Blaine County

Comm. Expires: 1/29/2000

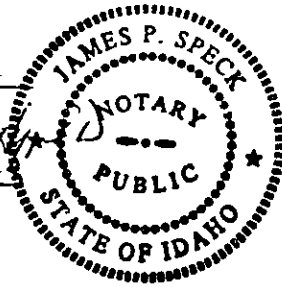


EXHIBIT A
PRELIMINARY PLAT

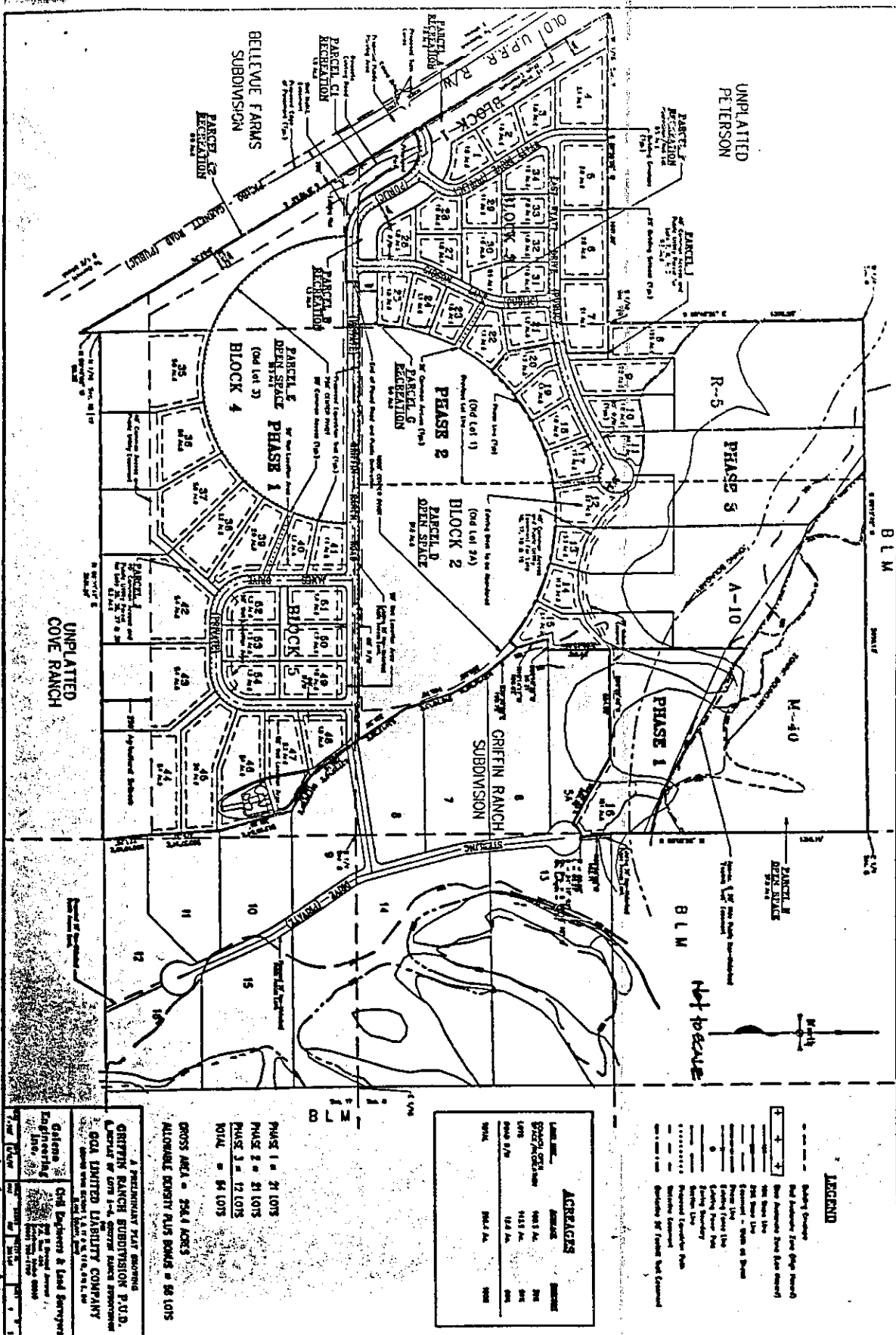


EXHIBIT B

PHASE 1 FINAL PLAT DECISION

**BLAINE COUNTY BOARD OF COMMISSIONERS
FINAL HEARINGS - MARCH 16, March 23 & April 13, 1998**

REGARDING AN APPLICATION TO

plat Phase I of the Griffin Ranch PUD
by vacating and resubdividing Lots 1-4
of the Griffin Ranch Subdivision into
twenty-three (23) new lots.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION**

REQUESTED ACTION: Applicant, GGA Limited Liability Co., proposes, as Phase One of a three phase final plat application, to vacate and resubdivide Lots 1-4 (approx. 258 acres) of the Griffin Ranch Subdivision into a twenty-three (23) lot PUD. Nine of the lots exceed 5 acres in size, and the remaining fourteen lots range from 1 to 3.1 acres in size. The property is located approximately two miles south of Bellevue and east of Gannett Rd. in Sections 7, 8, 17 & 18, T1N. R19E, B.M. and is zoned five acre residential (R-5) and unproductive agriculture (A-10) with avalanche and mountain overlay zoning.

APPLICABLE REGULATIONS:

Title 8: Ch. 1 (Comp. Plan)
Title 10: Chs. 1-6
Title 9: Chs. 1-4, 6, 7, 21 & 22

I. GENERAL BACKGROUND

1. The preliminary application was initially submitted on May 22, 1996. The applicant submitted various revisions in late September, mid-October and again in mid-November. After an initial public hearing December 12, 1996 and a request for modifications, the Commission held further hearings on March 13, March 27 and May 8, 1997.
2. The Board held hearings on the preliminary application on June 16, July 14, Sept. 15 and October 15, 1997. At the conclusion of the last hearing, the Board granted conditional preliminary approval.
3. Notice of this March 16 public hearing was:
 - A. published in the Idaho Mountain Express on February 25, 1998;
 - B. sent to all property owners within 300' of the boundaries of this property on February 24;
 - C. sent to all property owners determined by the Commission to be in an area that may be substantially impacted by this proposal on February 25; and
 - D. sent to all Blaine County political subdivisions on February 23, 1998.
4. No further notice of the March 23 and April 13 continuations of the March 16 hearing was required or provided.
5. No written or oral public comments were submitted on this application outside the public hearing process.

I. GENERAL BACKGROUND Cont

6. The following material is part of the record of this application and is attached by reference:
- A. the three page final plat at 1":200' scale with twenty-two plat notes dated December, 1997;
 - B. the Board's Preliminary Findings, Conclusions and Decision;
 - C. a copy of the Griffin Ranch PUD C, C & R's;
 - D. an updated PUD Phasing Plan dated March, 98; and
 - E. by reference, all the preliminary application materials set out in Section I(10) A - J of the Board's Preliminary Findings, Conclusions and Decision.

II. BOARD ACTION

The Board, according to the requirements for final plats set out in §10-4-5(B)2 of the subdivision regulations, should determine a schedule for the development of the two successive phases of this PUD. In that regard, note that "any phase not completed within five (5) years of approval of the final plat shall be required to meet any changes in (the County's Code) enacted since the original approval."

Finding: If the two successive phases of this PUD are ever developed, they shall be completed according to the schedule set out in the Development Agreement ("Agreement") between GGA Limited Liability Co. and Blaine County. In that schedule, the deadline for recording in the Office of the Blaine County Recorder the final plats for Phases 2 and 3 of the PUD is November 15, 2004. The final plat for Phase 2 must be recorded prior to recording the final plat for Phase 3.

The Board concludes that this deadline for recording the final plats of Phases 2 and 3 complies with the requirements of Section 10-4-5(B)2 and 10-6-11 of the Subdivision Regulations and, to the extent necessary, approves an extension of the time for these filings pursuant to the provisions of Section 10-4-5(B)4 and 10-6-11 of the Subdivision Regulations. Provided this filing deadline is met and the final plats for Phase 2 and 3 do not contain any changes from the approved preliminary plat, the Board further concludes that such final plats shall not be required to comply with any changes in the County's Comprehensive Plan, Subdivision Regulations or Zoning Regulations enacted since the date of this decision. On the other hand, if the filing deadline is not met, such final plats shall be required to comply with any provisions of the County's Comprehensive Plan, Subdivision Regulations or Zoning Regulations then in effect.

For the purposes of this decision, "completed" is interpreted to mean recorded with improvements either installed or financially guaranteed and "approval of the final plat" is interpreted to mean obtaining signatures by all county officials on the recordation plat for Phase I. Therefore, in other words, if Phases II and III are not recorded with improvements either installed or financially guaranteed within five years (i.e. no later than 11/15/2004) of obtaining signatures by all county officials on the recordation plat for Phase I (i.e. no later than 11/15/99), those later phases shall be required to meet any changes in the county code enacted subsequent to the date of this decision. Even if the development schedule is met by the applicant, potential changes relating to impact fees in the county code and as spelled out in the Agreement, may apply to lot owners in this PUD even though they were enacted subsequent to the date of this decision.

II. BOARD ACTION Cont.

Pursuant to §10-4-5(E) of the subdivision regulations, the Board, at the final plat application hearing, shall consider the final plat. As part of that consideration, the Board shall:

1. consider recommendations, if any, from the Commission:

Finding: The Board, at the preliminary hearing or at any subsequent point, has not requested any further review by the Commission.

2. determine whether the final plat conforms to the conditions required on the preliminary plat:

Finding: Except to the extent that they are modified by this decision and its attachments, the Board of Commissioners' Preliminary Findings, Conclusions and Decision, signed on November 21, 1997 are hereby restated and reaffirmed.

Of the six conditions required pursuant to §10-6-8(B), the plat itself adequately addresses five of them. The remaining one will be addressed as part of the required improvements. Of the thirteen other conditions required pursuant to §10-9-10, the applicant has satisfied at least four of them. The remaining ones will need to be satisfied prior to recordation or financially guaranteed as necessary.

With regard to the twenty plat notes required at preliminary approval, the Board has modified a number of them as part of this final approval. A revised list reflecting those changes is attached.

Except for the shift up the slope of the "non-habitable" building envelop on the duplicate Lot 16, the plat itself conforms to the approved preliminary plat. The Board finds this change to be an insubstantial one.

3. Determine whether the final plat conforms to the regulations of Title 10:

Finding: As set out in the Preliminary Findings, Conclusions and Decision, all the preliminary plat requirements of Title 10 were adequately addressed at that point. Provided the applicant satisfies any conditions made a part of this approval and the terms of the development agreement, the Board finds that this final plat satisfies the regulations of Title 10.

4. Determine whether the final plat conforms to policies of the comprehensive plan:

Finding: The Board's positive preliminary findings regarding the conformance of this application with the policies of the comprehensive plan also apply to this final plat and are hereby re-affirmed.

5. Determine whether the final plat conforms to provisions for the public health, safety and general welfare:

Finding: Provided the applicant satisfies these final plat criteria, all preliminary and final conditions of approval and the requirements of §10-5-1(H) [engineers review] and §10-5-11 [monumentation] of the Subdivision Code, this final plat will satisfy the county's provisions for the public health safety and general welfare specifically including the subdivision and zoning regulations; the policies of the Comprehensive Plan; and any other relevant provisions of the state or county code.

II. BOARD ACTION Cont.

6. Consider the need for any improvement bonding:

Finding: The Board's preliminary and final decision on each phase of this application requires completion of various improvements. The phasing plan and development agreement spell out the timing and extent of the required improvements. The applicant will need to verify that these requirements have been adequately completed prior to final recordation or financially guarantee their completion pursuant to the requirements of §10-5-1(E).

III. DECISION

A. Having considered the notice information in Section I(3 & 4) above, the Board hereby finds that the notice of this hearing adequately satisfies Idaho law and the Blaine County Code.

B. Having considered the application, the information presented and the above criteria, the Board, upon a motion by Commissioner Wright, a second by Chairman Harlig and a two to none vote (Commissioner Mix being absent), approves this application for the final plat of Phase I of the Griffin Ranch PUD provided the applicant satisfies:

1. any conditions of preliminary approval as modified by this decision and attachments;
2. the requirements of §10-5-1(H) [engineers review] and §10-5-11 [monumentation]; and
3. prior to recordation and with the County Engineer's approval, any final plat requirements in §10-4-5(G).
4. Obtains fire district approval of all emergency access roads, turn-around and flow testing of fire protection systems upon completion of each phase of this PUD.

IT IS SO ORDERED.

DATED this 28 day of April, 1998.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Board Chairman

CERTIFICATE OF MAILING

The undersigned, being over eighteen years of age, a resident of Blaine County, Idaho, and not a party to the above-entitled action, certifies that on the _____ day of _____, 1998, he/she served a true and correct copy of the foregoing document by depositing the same in the United States mail with postage prepaid addressed as follows:

GGA Limited Liability Co.
4117 South Meridian
Puyallup WA 98373

Galena Engineering
P.O. Box 425
Ketchum ID 83340

Jim Speck
Box 987
Ketchum, ID 83340

FINAL PLAT NOTES
GRIFFIN RANCH PUD

1. All utilities shall be underground.
2. A 10' public utility easement is granted by this plat centered on all interior lot lines and adjacent to all exterior lot lines that front an access road.
3. Individual lot owners are responsible for control of noxious weeds as per state regulations. Mowing and manual removal are recommended.
4. The owner of any lot or parcel understands and agrees that private road construction, maintenance, and snow removal shall be the obligation of the owner, his successors in interest, or homeowners' association, and that Blaine County is in no way obligated to accept, maintain or improve these roads until the roads are brought up to county standards, dedicated, and accepted by the county.
5. All fire protection requirements of the Wood River Rural Fire District, the Uniform Fire Code and the Blaine County Fire Protection Ordinance including but not limited to water supply, access and clear zones shall be complied with prior to any combustible construction in this subdivision. Approved fire district inspections of all emergency access roads, turnarounds and flow testing of fire protection systems shall take place upon completion of each phase.
6. All residential or agricultural structures on Lots 4-58 shall be located within the designated building envelope.
7. Native vegetation shall be maintained above the 25% slope line and to the greatest extent possible between the 15% and 25% slope line.
8. All new domestic wells in this subdivision shall be metered. Domestic well water shall be used for in-house needs only. Irrigation water rights, and not domestic water rights shall be used for any yard or other irrigation needs.
9. No habitable construction shall be allowed in the red (high) or blue (low) avalanche zone. If construction is proposed near these areas, a site specific study shall be necessary to assure that these areas are avoided. The avalanche danger area designated on this plat is considered by the owner, Blaine County, and Galena Engineering, Inc. as reasonable for regulatory purposes. However, neither the owner, Blaine County, nor Galena Engineering, Inc. represents, guarantees, warrants or implies that the areas nearby the designated avalanche danger area are safe and free from avalanche or avalanche danger.
10. Pursuant to § 10-6-8(B)5 of the Subdivision Code, no lot or parcel shown on the recorded plat or final development plan may be further subdivided. None of the parcels designated as open space or for any other use may be modified.
11. The owners of any lot or parcel agree to maintain the fire protection system, provide year round access to the hydrants for any fire protection needs in this area of the county and protect the system from freezing.
12. No sign or physical impediment shall be erected that would restrict or inhibit the public access easements designated on this plat.
13. All surface drainage shall be accommodated by maintaining natural drainage channels where possible or by providing alternate drainage channels to handle surface run-off.
14. As an open range state, it is the responsibility of private landowners in Idaho to fence out livestock authorized to graze on open range such as public land.

FINAL PLAT NOTES cont.

15. For the purpose of wildlife migration, the height of fences within this subdivision shall not exceed 42" and the bottom rail shall exceed 18" a) in all areas above the 25% slope line, and b) on 25% of the fencing done on the northern and southern property lines of all PUD lots. This restriction does not apply to corrals within the interior of individual lots. Because of the problems they cause wildlife, domestic pets, including cats, should/shall be kept indoors, in kennels or leashed at all times.
16. This property is subject to the Covenants, Conditions and Restrictions of the Griffin Ranch Subdivision PUD, Instrument # _____, records of Blaine County, Idaho. Those C, C & Rs set out the irrigation water rights owned by the PUD homeowners association and apportioned for use on each lot. In the event of a conflict, county ordinances shall govern over these CC & Rs.
17. This property includes and is adjacent to active agricultural uses. Residents and purchasers should be aware that agricultural practices, livestock grazing and operations, occurring day and night, are allowed and may result in dust, odors, use and application of agricultural chemicals, spraying, ground preparation, harvesting, etc. In addition, the roads accessing this property are used by agricultural vehicles. Such practices and uses are normal functions of agricultural lands and are not considered nuisances.
18. A 20 foot wide motorized BLM administrative access and non-motorized public access easement from Gannett Road to the BLM land exists per the original plat within Griffin Ranch Road and Sterling Drive.
19. Well locations for Lots 39-41, 47-54 are limited to the areas indicated on the plat.
20. For the value received from the density bonus granted as part of this PUD, the current or any subsequent owner of any of the existing water rights on this property agrees to not sell or otherwise transfer any of those rights from this land without the prior consent of the Blaine County Board of County Commissioners.
21. Blaine County, pursuant to the provisions of Idaho Code §67-8201 et. seq., may impose "impact fees" on the owner(s) of any lot within the PUD. However, because of payments already made by GGA Limited Liability Co., the county may not impose any "impact fees" for road or recreation related impacts on the owner(s) of any lot within this PUD.

EXHIBIT C
PHASING PLAN

EXHIBIT C - PHASING PLAN

| PHASE I IMPROVEMENTS (20 LOTS & RE-PLATTED LOT 16) | | LF | SQ. FT. | # |
|---|---|-------|---------|-------|
| A. ROAD-RELATED IMPROVEMENTS | | | | |
| 1. JAMES DRIVE | 30' S-to-S GRAVEL ROADWAY: | 1,850 | | |
| 2. PARCEL J | 20' S-to-S GRAVEL ROADWAY: | 1,100 | | |
| 3. WOOD COMBINATION STREET & ROAD SIGNS: | | | | 2 |
| 4. 12" CULVERTS | PER UTILITY PLAN: | 50 | | 5 |
| 5. TURN LANES & TAPER ON PICABO-GANNETT ROAD: | (+/- \$78,000 PER ATTACHED ROAD & WATER PLAN): | | | |
| 6. MAIL BOX STANDARD & PULLOUT AREA: | | | | 1 |
| 7. GRIFFIN RANCH ROAD 30' S-TO-S GRAVEL ROADWAY: | | 825 | | |
| 8. ROADWAY MITIGATION = \$37,479 (\$25,389 + \$12,090) | | | | |
| B. WATER INFRASTRUCTURE | | | | |
| | WATER MAIN (8"): | 2,560 | | |
| | HYDRANTS: | | | 5 |
| | GATE VALVES: | | | 3 |
| | WATER LINE SERVICES: | | | 20 |
| | FROST-FREE HYDRANT & DRY WELL: | | | 1 |
| | EXCAVATE POND (10,000 S.F. or 3,500 C.Y.): | | | 3,500 |
| | INSTALL NEW PUMPS & ACCESSORIES: | | | 1 |
| | LINE POND: | | 10,000 | |
| C. EXTENSION OF UTILITY SERVICES (UNDERGROUND) | | | | |
| | ELECTRIC SINGLE-PHASE: | 2,900 | | |
| | TELEPHONE: | 2,900 | | |
| | GAS: | 2,900 | | |
| D. RECREATION & OPEN SPACE | | | | |
| 1. OFF-SITE RECREATION IMPROVEMENTS = \$29,630 | | | | |
| 2. PARCEL C2: (South End - Dedicate 6.9 Ac): | WIRE FENCE ALONG CANAL: | 1,600 | | |
| | POST-N-POLE PORTIONS OF E. BOUNDARY: | 675 | | |
| 3. PARCEL E (Dedicate 20.3 Ac): | INSTALL CENTER PIVOT: | | | |
| | POST-N-POLE FENCE HORSE TRAIL ACCESS FROM JAMES DR: | 800 | | |
| | POST-N-POLE FENCE PERIMETER OF PIVOT: | 2,355 | | |
| 4. PARCEL C1 (Dedicate 1.9 Acres): | HYDROSEED NATIVE GRASSES: | | 20,000 | |
| | POST-N-POLE PERIMETER FENCING W/GATE: | 1,200 | | |
| | BLUE GRASS: | | | |
| | GRAVEL PARKING & MAINTENANCE ACCESS: | | | |
| | BBQ PIT: | | | 1 |
| | HORSE SHOE PIT: | | | 2 |
| | PICNIC TABLES: | | | 3 |
| | TRASH RECEPTACLE: | | | 1 |
| | TOT LOT PLAY STRUCTURE: | | | 1 |
| E. COMMUNITY HOUSING | | | | |
| 1. AFFORDABLE HOUSING = \$50,000 (UPON SALE OF 10th LOT IN PHASE I) | | | | |

GRIFFIN RANCH P.U.D.

EXHIBIT C - PHASING PLAN

| PHASE II IMPROVEMENTS (21 LOTS) | | LF | SQ. FT. | # |
|---|--|--------|---------|----|
| A. ROAD-RELATED IMPROVEMENTS | | | | |
| 1. WYATT DRIVE | 30' S-to-S ROADWAY (w/ASPHALT): | 1,050 | | |
| 2. E. WYATT DRIVE (to LOT 20) | 30' S-to-S ROADWAY (w/ASPHALT): | 1,000 | | |
| 3. GIBSON LANE | 30' S-to-S ROADWAY (w/ASPHALT): | 1,050 | | |
| 4. GRIFFIN RANCH ROAD (PUBLIC SECTION) | 30' S-to-S ROADWAY (ASPHALT ONLY): | 1,050 | | |
| 5. WOOD COMBINATION STREET & ROAD SIGNS: | | | | 4 |
| 6. 12" CULVERTS: | PER UTILITY PLAN: | 50 | | 3 |
| 7. ROADWAY MITIGATION = \$25,383 | | | | |
| B. WATER INFRASTRUCTURE | | | | |
| | WATER MAIN (8"): | 6,035 | | 4 |
| | HYDRANTS: | | | 13 |
| | GATE VALVES: | | | 42 |
| | WATER LINE SERVICES: | | | 1 |
| | WELLS, PUMPS, ETC.: | | | 1 |
| | EXTENSION 3-PHASE POWER TO PUMP HOUSE: | | | 2 |
| | 2 FROST FREE HYDRANTS, DRY WELLS & BLOW OFFS: | | | |
| C. EXTENSION OF UTILITY SERVICES (UNDERGROUND) | | | | |
| | ELECTRIC SINGLE-PHASE: | 3,025 | | |
| | TELEPHONE: | 3,025 | | |
| | GAS: | 3,025 | | |
| D. RECREATION & OPEN SPACE | | | | |
| 1. OFF-SITE RECREATION IMPROVEMENTS = \$33,111 | PARKING AREA IN R.O.W.: | | | |
| 2. PARCEL A: (Dedicate - 4.0 Ac) | CLEAN-UP COTTONWOODS ALONG CANAL: | 400 | | |
| | POST-N-POLE FENCING (ENTRY AREA): | 1,100 | | |
| | WIRE FENCING ALONG CANAL: | | | |
| | RE-GRADING, BERMS & POND EXCAVATION: | | | |
| | POND LINER: | 9,000 | | 1 |
| | HYDROSEED NATIVE GRASSES: | 20,000 | | |
| 3. PARCEL B: (Dedicate - 1.3 Ac) | POST-N-POLE FENCING (N. BOUNDARY): | 550 | | |
| | RE-GRADING, BERMS & POND EXCAVATION: | | | |
| | POND LINER: | 6,000 | | 1 |
| | HYDROSEED NATIVE GRASSES: | 30,000 | | |
| 4. PARCEL C1: | RE-GRADING & BERMS: | | | |
| | HYDROSEED, TREES & IRRIGATION: | | | |
| 5. PARCEL D: (Dedicate - 37.8 Ac) | POST-N-POLE FENCE HORSE TRAIL ACCESS FROM GIBSON LN: | 550 | | |
| 6. PARCEL F: (Dedicate - .5 Ac) | POST-N-POLE FENCING (N. SIDE): | 525 | | |
| | HYDROSEED NATIVE GRASSES: | | 18,000 | |
| | GRAVEL PARKING & MAINTENANCE ACCESS: | | | |
| 7. PARCEL G: (Dedicate .6 Ac) | POST-N-POLE FENCING (N. SIDE): | 275 | | |
| | HYDROSEED NATIVE GRASSES: | | 28,000 | |
| | PLANT TREES: | | | |

GRIFFIN RANCH P.U.D.

EXHIBIT C - PHASING PLAN

| PHASE III IMPROVEMENTS (13 LOTS) | | LF | SQ. FT. | # |
|---|---|-------|---------|----|
| A. ROAD-RELATED IMPROVEMENTS | | | | |
| 1. EAST WYATT DRIVE: | | | | |
| | 30' S-to-S ROADWAY (w/ASPHALT): | 1,000 | | |
| 2. PARCEL I: | | | | |
| | 20 S-to-S GRAVEL COMMON DRIVEWAY: | 225 | | |
| 3. 12" CULVERTS: | | | | |
| | PER UTILITY PLAN: | 50 | | 1 |
| 4. ROADWAY MITIGATION = \$15,713 | | | | |
| B. WATER INFRASTRUCTURE | | | | |
| | DOMESTIC WATER MAIN ALONG E. WYATT: | 750 | | |
| | FIRE & IRR WATER MAIN (8") CONNECTION TO STERLING DR: | 2,860 | | |
| | HYDRANTS: | | | 2 |
| | GATE VALVES: | | | 3 |
| | FIRE & IRRIGATION WATER LINE SERVICES: | | | 12 |
| | DOMESTIC WATER SERVICES: | | | 12 |
| | GATE VALVES: | | | 2 |
| | FROST FREE HYDRANT & DRY WELLS: | | | 3 |
| | 1 BLOW-OFF: | | | 1 |
| C. EXTENSION OF UTILITY SERVICES (UNDERGROUND) | | | | |
| | ELECTRIC SINGLE-PHASE: | 1,775 | | |
| | TELEPHONE: | 1,775 | | |
| | GAS: | 1,775 | | |
| D. RECREATION & OPEN SPACE | | | | |
| 1. OFF-SITE RECREATION IMPROVEMENTS = \$19,259 | | | | |
| 2. "FOOTHILL TRAIL": | | | | |
| | DEDICATE 20' TRAIL EASEMENT: | | | |
| 3. PARCEL D: | | | | |
| | INSTALL IRRIGATION PIVOT: | | | |
| | FENCE PERIMETER OF IRRIGATION PIVOT: | 3,140 | | |
| | FENCE HORSE TRAIL ACCESS FROM E. WYATT CUL-DE-SAC: | 500 | | |
| 4. PARCEL H: (Dedicate - 27.0 Ac) | | | | |
| | DEDICATE 27.0 ACRES AS OPEN SPACE: | | | |