

Recording Requested By and
When Recorded Return to:

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into on this _____ day of January, 2022 ("**Effective Date**"), by and between Walsh Group, LLC, an Idaho limited liability company ("**Walsh**") and Green Village 2 Development, Inc., an Idaho corporation ("**Green Village**"). Walsh and Green Village are sometimes hereinafter referred to as "**Party**" individually and collectively referred to as the "**Parties**".

RECITALS

A. Walsh is the owner of that certain real property located in the City of Star, Ada County, Idaho, which is approximately depicted in Exhibit A and more particularly described in Exhibit B, both of which are incorporated herein ("**Walsh Project**").

B. Walsh is acquiring that certain real property located in the City of Star, Ada County, Idaho, which is adjacent to the Walsh Project to the east, which is approximately depicted in Exhibit A and more particularly described in Exhibit C, incorporated herein ("**Walsh Parcel**").

C. Green Village is the owner of that certain real property located in the City of Star, Ada County, Idaho, which is adjacent to the Walsh Parcel to the east, which is approximately depicted in Exhibit A and more particularly described in Exhibit D, incorporated herein ("**Green Village Parcel**"). The Walsh Parcel and the Green Village Parcel are sometime collectively referred to as the "**Parcels**".

D. The Parties intend to develop their respective Parcels separately but desire to enter into an agreement to bind the Parties regarding the granting of certain rights and the performance of certain obligations, as more specifically set forth herein.

E. The Parties hereby acknowledge and agree that the aggregate benefit given and received by each Party to this Agreement has been determined in advance through a process of arm's length negotiations.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part of this Agreement, the mutual exchange of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Emergency Access Easement. Green Village shall grant an easement for emergency access in favor of the Walsh Project and Walsh Parcel ("**Emergency Access Easement**"), in substantially the form set forth in Exhibit E, incorporated herein, over Broken Arrow Lane within the Green Village Parcel, as approximately depicted in Exhibit F, incorporated herein. Ingress and egress between the Walsh Project and the Emergency Access Easement shall be accomplished via an easement over the Walsh Parcel, as is more particularly described and depicted in Exhibit G, incorporated herein. Green Village hereby consents to the location of the easement on the Walsh Parcel, as described in Exhibit G.

2. Covenants, Conditions and Restrictions. Green Village may draft covenants, conditions and restrictions ("**CC&Rs**") for the Green Village Parcel. Following Walsh's approval of the CC&Rs, which approval shall not be unreasonably withheld, conditioned or delayed, Walsh shall execute such documentation required to encumber the Walsh Parcel with the CC&Rs.

3. Utility Stubs.

(a) Extension of Utilities. As part of the development of the Green Village Parcel, Green Village, at its sole cost and expense, shall extend any utilities which are necessary for the construction of a residence on the Walsh Parcel ("**Utilities**") to a location established by mutual agreement of the Parties along the property line between the Walsh Parcel and the Green Village Parcel ("**Stub Location**"). All Utilities shall be of sufficient size or capacity for the anticipated construction of a residence on the Walsh Parcel, or as otherwise agreed by the Parties.

(b) Construction Requirements. The Utilities at the Stub Location shall be installed below ground level, except for improvements which are required to be above ground by the utility company providing such service. All construction shall be in accordance with applicable laws and shall be completed in a good and workmanlike manner.

(c) Liens. Green Village shall not permit any liens to be filed on the Walsh Parcel or Walsh Project as a result of the development or construction of the Utilities. In the event of any lien or other claim being asserted against the Walsh Parcel

or Walsh Project from work performed or materials provided at the insistence of Green Village, the lien or claim shall be immediately satisfied by Green Village. In the event such lien or other claim is disputed in good faith, Green Village shall immediately provide a bond or other assurance reasonably satisfactory to Walsh that shall adequately protect Walsh and the Walsh Parcel from such lien or claim, and Green Village shall diligently proceed to have such lien removed and the claim dismissed or satisfied.

4. Termination. Upon (1) recordation of the Emergency Access Easement, (2) recordation of the CC&Rs against the Walsh Parcel this Agreement shall terminate and be of no further force and effect, and, promptly following receipt of a written request therefor from either Party, the other Party shall promptly execute, acknowledge and deliver a written release of this Agreement in a recordable form reasonably satisfactory to the requesting Party.

5. Continuity. This Agreement shall be a covenant running with the Parcels and is binding upon the Parties and their successors, assigns, grantees and/or representatives.

6. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party, its tenants, contractors, employees, agents, licensees and invitees from and against any and all liability, claims, damages, expenses (including reasonable attorney fees including on appeal), judgments, proceedings and causes of action for injury to or death of any person or damage to or destruction of any property resulting from the indemnifying Party's exercise of rights granted herein or performance of obligations imposed herein, except to the extent caused by the negligence or intentional action or omission by the indemnified Party or its tenants, contractors, employees, agents, licensees or invitees.

7. Miscellaneous.

(a) All notices, demands, requests and other communications under this Agreement (provided, however, that where this Agreement requires written approval or consent, e-mail shall suffice) shall be in writing and shall be deemed received, (i) on the day delivered if delivered by hand to the Party to whose attention it is directed, or (ii) when sent, four (4) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, or (iii) two (2) day after deposit with a nationally recognized air carrier providing next day delivery, or (iv) if sent via e-mail, upon confirmation of receipt by the recipient (which confirmation shall include a response by such recipient), addressed as follows:

Walsh:	Walsh Group, LLC P.O. Box 1297 Eagle, Idaho 83616 Attn: Nick Walsh
Green Village:	Green Village 2 Development, Inc. 372 S. Eagle Road, Suite 328 Eagle, Idaho 83616 Attn: Tucker Johnson

Either Party may change its address by delivering notice to the other Party in accordance with the terms of this Paragraph.

(b) This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

(c) This Agreement shall be construed in accordance with the laws of the State of Idaho.

(d) This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(e) This Agreement may be executed in a number of identical counterparts; each counterpart shall be deemed an original for all purposes.

(f) The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears. Said individuals further represent that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(g) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) In the event any Party initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the non-prevailing Party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) as determined by the court in the same or a separate proceeding.

(i) Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Walsh:

Walsh Group, LLC,
an Idaho limited liability company

DocuSigned by:
Ron Walsh
By: _____
Name: Ron Walsh
Title: member

1/14/2022

Green Village:

Green Village 2 Development, Inc.,
an Idaho Corporation

DocuSigned by:
Tucker Johnson
By: _____
Name: Tucker Johnson
Title: president

1/14/2022

EXHIBIT A
DEPICTION OF WALSH PROJECT, WALSH PARCEL
AND GREEN VILLAGE PARCEL

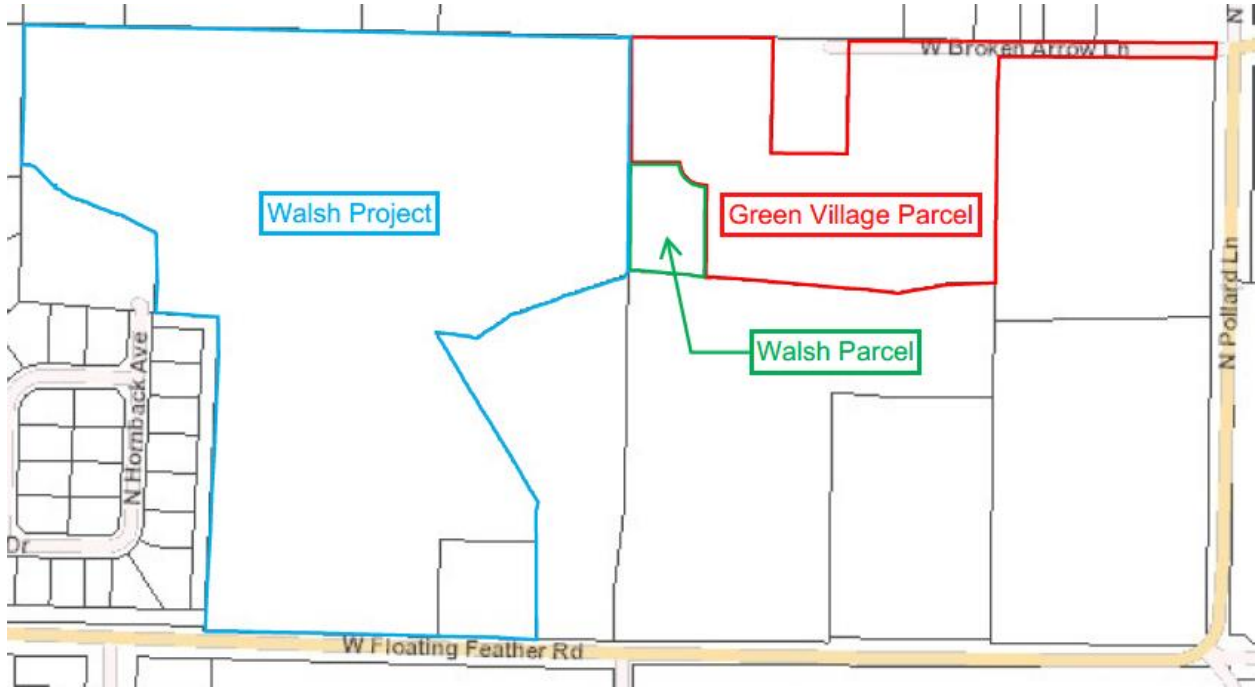


EXHIBIT B
LEGAL DESCRIPTION OF WALSH PROJECT

A parcel of land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southeast corner of said Section 5, which bears S88°33'35"E a distance of 2,642.52 feet from a found aluminum cap marking the South 1/4 corner of said Section 5, thence following the easterly line of said Section 5, N00°51'20"E a distance of 821.00 feet to the easterly boundary of a parcel of land as described in Quitclaim Deed per Instrument No. 2016-044292 and being **POINT OF BEGINNING 1.**

Thence leaving said easterly line and following said Quitclaim Deed boundary line the following nineteen (19) courses:

1. S71°06'31"W a distance of 268.13 feet;
2. S56°20'40"W a distance of 91.00 feet;
3. N82°21'20"W a distance of 90.00 feet;
4. S31°13'20"E a distance of 425.00 feet;
5. S00°39'40"W a distance of 92.44 feet to the Northeast corner of a parcel of land as described in Quitclaim Deed per Instrument No. 111003774;
6. Following the northerly line of said Quitclaim Deed per Instrument No. 111003774, N88°33'35"W a distance of 210.00 feet;
7. Thence leaving said northerly line and following the westerly line of said Quitclaim Deed per Instrument No. 111003774, S00°39'40"W a distance of 210.00 feet to the northerly right-of-way line of W. Floating Feather Rd.;
8. Thence following said northerly right-of-way line, N88°33'35"W a distance of 509.47 feet;
9. Thence leaving said northerly right-of-way line, N02°42'49"E a distance of 679.37 feet;
10. N85°17'36"W a distance of 138.96 feet;
11. N00°53'37"E a distance of 172.56 feet;
12. N63°55'59"W a distance of 76.37 feet;
13. N69°17'42"W a distance of 124.66 feet;
14. 44.16 feet along the arc of a circular curve to the right, said curve having a radius of 112.58 feet, a delta angle of 22°28'33", a chord bearing of N56°22'27"W and a chord distance of 43.88 feet;
15. N45°08'07"W a distance of 49.96 feet;
16. 39.31 feet along the arc of a circular curve to the left, said curve having a radius of 46.53 feet, a delta angle of 48°24'09", a chord bearing of N68°14'39"W and a chord distance of 38.15 feet;
17. N00°52'49"E a distance of 303.26 feet to the Southeast corner of Star Acres Subdivision (Book 29 of Plats, Page 1,822) and also being the Southeast 1/16 corner of said Section 5;
18. Following the northerly line of said Southeast 1/4 of the Southeast 1/4, S88°48'45"E a distance of 1,320.64 feet to a found 5/8-inch rebar marking the South 1/16 corner of said Section 5;
19. Leaving said northerly line and following the easterly line of said Southeast 1/4 of the Southeast 1/4, S00°51'20"W a distance of 516.73 feet to **POINT OF BEGINNING 1.**

TOGETHER WITH:

A parcel of land situated in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 4 North Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southeast corner of said Section 5, which bears S88°33'35"E a distance of 2,642.52 feet from a found aluminum cap marking the South 1/4 corner of said Section 5, thence following the southerly line of said Section 5, N88°33'35"W a distance of 190.25 feet; Thence leaving said southerly line, N01°26'25"E a distance of 25.00 feet to the Southeast corner of a parcel as described in Quitclaim Deed per Inst. No. 11103774 and being **POINT OF BEGINNING 2.**

Thence following the boundary of said Quitclaim Deed the following four (4) courses:

1. N88°33'35"W a distance of 210.00 feet;
2. N00°39'40"E a distance of 210.00 feet;
3. S88°33'35"E a distance of 210.00 feet;
4. S00°39'40"W a distance of 210.00 feet to **POINT OF BEGINNING 2.**

EXHIBIT C
LEGAL DESCRIPTION OF WALSH PARCEL

BASIS OF BEARINGS is N. 89°39'10" W. between a found aluminum cap PLS 11334, marking the W1/16 corner common top Sections 4 and 9 and a found aluminum cap PLS 11120, marking the southwest corner of Section 4, T. 4 N., R. 1 W., B.M.

A parcel of land located in the SW1/4 of the SW1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found aluminum cap PLS 11120, marking the southwest corner of said Section 4;

Thence N. 0°51'31" E., coincident with the west line of said SW1/4 of the SW1/4, a distance of 828.40 feet to the centerline of the Middleton Canal and the **POINT OF BEGINNING**, witnessed by a 5/8" rebar with cap PLS 11574, bearing N. 0°51'31" E., 10.00 feet;

Thence continuing, N. 0°51'31" E., coincident with said west line, 238.28 feet to a 5/8" rebar with cap PLS 11574;

Thence S. 89°08'19" E., 108.25 feet to the beginning of a non-tangent curve, marked by a 5/8" rebar with cap PLS 11574;

Thence 86.58 feet along the arc of said curve, having a radius of 54.00 feet, with a central angle of 91°51'56", subtended by a chord bearing S. 48°15'10" E., 77.60 feet to a 5/8" rebar with cap PLS 11574;

Thence S. 0°43'05" W., 198.74 feet to the centerline of said Middleton Canal, witnessed by a 5/8" rebar with cap PLS 11574, bearing N. 0°43'05" E., 10.02 feet;

Thence N. 85°17'39" W., coincident with said centerline, 167.78 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.881 acres, more or less.

EXHIBIT D
LEGAL DESCRIPTION OF GREEN VILLAGE PARCEL

[To be inserted]

EXHIBIT E EMERGENCY ACCESS EASEMENT

[To be replace with Legal Easement once prepared]

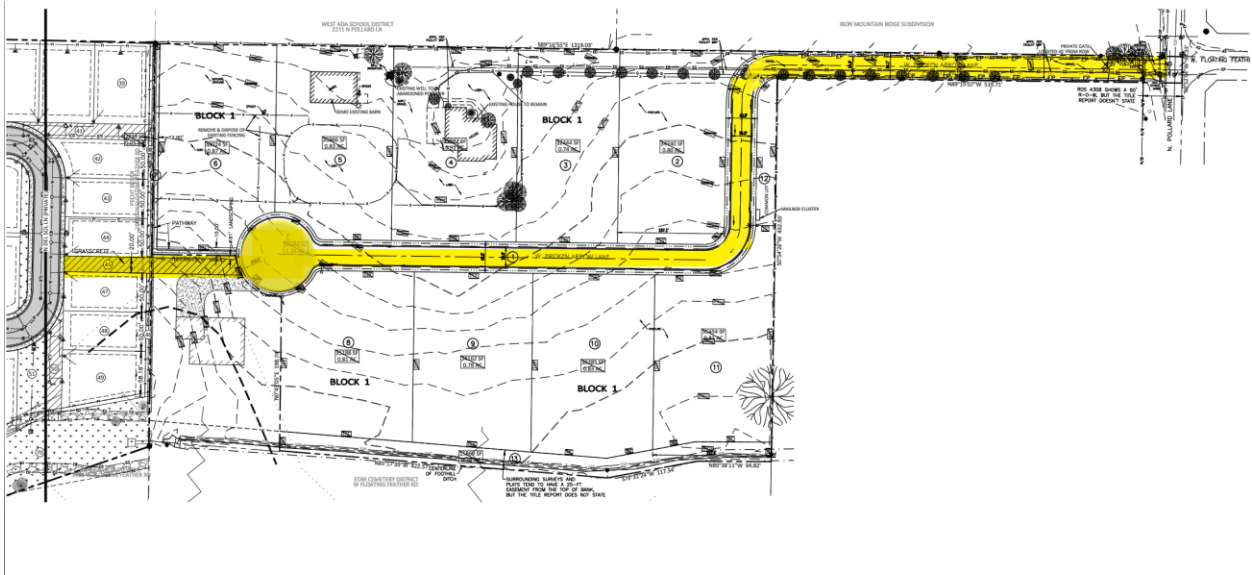


EXHIBIT G
WALSH PARCEL EASEMENT

A parcel of land for an Emergency Vehicle Access Easement over a portion of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 5/8-inch rebar marking the South 1/16 corner common to said Section 4 and Section 5, which bears N00°51'20"E a distance of 1,337.74 feet from a found aluminum cap marking the Southwest corner of said Section 4, thence following the westerly line of said Southwest 1/4 of the Southwest 1/4, S00°51'20"W a distance of 275.00 feet to the **POINT OF BEGINNING**.

Thence leaving said westerly line, S88°48'45"E a distance of 110.33 feet to the easterly boundary line of a parcel of land as described in Quitclaim Deed per Instrument No. 2021-112984;

Thence following said easterly boundary line, 24.26 feet along the arc of a non-tangent curve to the left, said curve having a radius of 86.58 feet, a delta angle of 16°03'21", a chord bearing of S33°01'00"E and a chord distance of 24.18 feet;

Thence leaving said easterly boundary line, N88°48'45"W a distance of 123.81 feet to said westerly line;

Thence following said westerly line, N00°51'20"E a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 2,328 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

