

EXHIBIT __
To Development Agreement

QUITCLAIM DEED
With Local Housing Restrictions

FOR VALUE RECEIVED, COMPANY NAME, TYPE OF COMPANY, Grantor, does hereby convey, release, remise, and forever quitclaim unto Titanium Partners, LLC, an Idaho limited liability company, whose current address is _____, all of its right, title and interest, together with all rights, title and interest hereafter acquired by Grantor, in the following premises located in Valley County, Idaho, to-wit (the “**Property**”):

Unit _____, NAME OF PROJECT, a plat of which is recorded in the Office of Recorder of Valley County, Idaho.

Grantor and Grantee hereby covenant and agree, and the City of McCall approves pursuant to its signature below, that the Property shall be subject to certain restrictions, as follows (collectively “**Local Housing Restrictions**”):

(1) General Criteria:

(a) General criteria for all tenants or purchasers of the Property (“**General Criteria**”):

- (i) Employed, work minimum 30 hours/week or 1,560 hours/year, within the city of McCall for a set period (6 consecutive months) or have employment offer from a McCall Business; or
- (ii) Senior (age 65 and older) as primary resident; or
- (iii) Person with disability; and
- (iv) No Short-Term Rental or vacation renting or sub-leasing.

(b) Clarification of General Criteria:

- (i) An employer with employees who satisfy the General Criteria may rent or purchase the Property for rental to such employees, subject to these Local Housing Restrictions with regard to rentals.
- (ii) A “**McCall Business**” is a business that has a physical location within the McCall City Limits. Businesses that have multiple physical locations, must include at least one location within the McCall City Limits, to qualify as a McCall Business.
- (iii) Short-Term Rentals shall be defined as a rental or lease for thirty (30) days or less.

(2) Restrictions on Rental of the Property:

- (a) Any tenant must meet the General Criteria at the time of commencement of the lease.

- (b) The Base Rental Rate for the Property shall be: \$_____; and, the Base CPI shall be _____. Annual increases in the rental rate for the Property may not exceed the Base Rental Rate multiplied by the CPI Percentage Increase. CPI Percentage Increase shall be calculated as follows: $\text{CPI for Rental Year} - \text{Base CPI} = \text{CPI Point Change}$. $\text{CPI Point Change} / \text{Base CPI} \times 100 = \text{CPI Percentage Increase}$.
 - (c) If a tenant ceases to satisfy the General Criteria during the lease term, they shall not be required to move out of the Property until the expiration of the term of their lease. Leases shall have a maximum term of one year; provided, that the lease can be renewable on a year to year basis upon confirmation of qualification of the General Criteria prior to each renewal period.
- (3) Restrictions on Sale of the Property:
- (a) Any purchaser of the Property must meet the General Criteria at the time of purchase, or they must rent the Property to tenants who satisfy the General Criteria.
 - (b) The Base Valuation for the Property shall be: \$_____; and, the Base CPI shall be _____. The sales price for the Property may not exceed the Base Valuation multiplied by the greater of: (i) 3% per year; or, (ii) the CPI Percentage Increase. The CPI Percentage Increase shall be calculated as follows: $\text{CPI for Year of Sale} - \text{Base CPI} = \text{CPI Point Change}$. $\text{CPI Point Change} / \text{Base CPI} \times 100 = \text{CPI Percentage Increase}$.
 - (c) If an owner who purchases the Property satisfies the General Criteria at the time of purchase, they shall not be required to sell the Property at such time as they fail to satisfy the General Criteria. However, they may not lease the Property except pursuant to the terms of Section (2) above.
 - (d) If an owner who purchases the Property does not satisfy the General Criteria themselves at the time of purchase, but does rent the Property to tenants who satisfy the General Criteria, they shall be required to sell the Property at such time as they fail to rent the Property pursuant to the terms of Section (2) above for a period of longer than 9 months.

Grantee, by its signature below, does hereby covenant, agree to, and accept the aforesaid Local Housing Restrictions because Grantor, is or its predecessors received financial incentives from the City of McCall in exchange for these covenants and restrictions. The Local Housing Restrictions shall constitute a covenant burdening and running with the Property. The Local Housing Restrictions shall bind and inure to the benefit of the heirs, assigns and successors-in-interest of the parties. The Local Housing Restrictions may be amended or modified only with the written approval of the then owner of the Property, _____ Condominium Owners Association, and the City of McCall, and such amendment or modification shall be recorded with the Valley County, Idaho Recorder. The City of McCall, Idaho, or its successors in interest, shall be authorized to enforce these covenants by such legal means as are provided for the enforcement of covenants running with the land. Grantee, their heirs, successors and assigns

waive any defenses of privity or any other defenses which may be asserted against the City of McCall which seek to limit the enforceability of these covenants.

DATED this _____ day of _____, 20__.

GRANTOR
COMPANY

GRANTEE
COMPANY

By: _____
NAME, POSITION

By: _____
NAME, POSITION

APPROVED BY:
CITY OF MCCALL

By: _____
JACKIE J. AYMUN, Mayor

ATTEST:

By: _____
BESSIEJO WAGNER, City Clerk

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 2019, before me, a Notary Public in and for said State, personally appeared **STEVE WOOD**, known or identified to me to be the Managing Director of **Titanium Partners, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such 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 IDAHO
My Commission Expires: _____

STATE OF IDAHO,)
)ss
County of Valley.)

On this _____ day of _____, 2019, before me, _____, a Notary Public in and for said State, personally appeared **JACKIE J. AYMON** and **BESSIEJO WAGNER**, known or identified to me to be the Mayor and the City Clerk of the **City of McCall, ID**, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor’s signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____