

Exhibit _____

ASSIGNMENT OF INTERESTS

I, _____ (“Assignor”),
residing at _____,
for good and valuable consideration, did, on the _____ day of _____, _____,
grant, assign and convey to _____ (“Assignee”)
all rights and interests of Assignor in the following real property:

(Legal Description)

also commonly known as _____
_____ (“Property”).

Assignee acknowledges that Assignor on the _____ day of _____, _____,
entered into a DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF
ADA, IDAHO, AND _____
Project(s) # _____ (“Development Agreement”), a copy of which is attached
hereto and is deemed incorporated herein by reference; and that said Development
Agreement conditions the zoning of the Property on Assignor’s performance of
certain requirements as set forth in the Development Agreement.

Assignee hereby agrees that the zoning of the Property is specifically conditioned on the continued performance of all obligations contained in the Development Agreement. Assignee further agrees that Assignee shall assume all responsibilities and liabilities of the Assignor under said Development Agreement, insofar as it applies to the Property under the Development Agreement and the Conditions of Approval attached thereto. Further, Assignee shall assume the benefits of the Development Agreement, insofar as it applies to the Property. Assignee hereby acknowledges that Assignee's failure to perform any term or provision of the Development Agreement, insofar as it applies to the Property, may result in action being taken in accordance with the Development Agreement, including, but not limited to, a reversal of the zoning designation of the Property.

To the extent the Property conveyed to Assignee constitutes only a portion of the Project which is the subject of the Development Agreement, and which is more specifically described therein, Assignee and Assignor further acknowledge that Assignee assumes no liabilities or responsibilities under the Development Agreement beyond that which applies to the Property conveyed to Assignee. Furthermore, a default by Assignor in the performance of any term or provision of Development Agreement, which applies to portions of the Project not conveyed to Assignee, shall not constitute a default of Assignee as to the Property.

IN WITNESS WHEREOF, the parties undersigned have executed this Assignment on this _____ day of _____, _____.

ASSIGNEE:

By: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, _____, before me, a notary public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, _____, before me, a Notary Public, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for Idaho
Commission Expires _____

ASSIGNOR:

By: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, ____, before me, a notary public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, ____, before me, a Notary Public, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for Idaho
Commission Expires _____