

**DEVELOPMENT AGREEMENT
WILLOWBROOK DEVELOPMENT ANNEXATION**

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Willowbrook Development, Inc., an Idaho limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 719.30 acres in size, currently located within Ada County, zoned RR, and more particularly described in **Exhibit A** of Ordinance 388-2023, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into the City, be zoned, and be developed in accordance with the applicable ordinances and regulations of the City and this Agreement;

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, and Star City Code at Title 8, Chapter 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

WHEREAS, the City has authority to enter into development agreements to condition annexations and re-zones and for approval in lieu of conditional use permits;

WHEREAS, Owner desires to be assured that it may proceed with allowing its Property to be zoned and developed in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designations for the Property as provided in **Exhibit A**;

WHEREAS, a Request for Annexation and Zoning of the Property to R-2-DA, was made as File No. AZ-21-12/DA-21-20, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Ordinances;

THEREFORE, the City and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

Section 1. Legal Authority. This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code, Title 8, Chapter 1.

Section 2. Development/Uses/Standards.

2.1 Development Acreage and Uses Permitted. As to the Property described on **Exhibit A**, Owner is allowed to develop the approximately 719.30 acres as follows:

- **Zoning Classification:** The zoning classification of the Property shall be R-2-DA.
- The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.

2.2 Site Design. The Property shall be developed in substantial conformance with the approved Conceptual Master Plan, attached hereto and incorporated by reference herein as **Exhibit B**. Transitional lots shall be provided as required by City Council and incorporated by reference herein as **Exhibit C**.

2.3 Uses.

- **Residential** – The Property is hereby approved for a maximum of 1,000 single-family residential lots (maximum residential density of 1.389 du/acre).
- **Commercial** – The Property is hereby approved for a 175-acre golf course and associated clubhouse amenities including the clubhouse and accessory structures, pro shop, restaurant/bar and driving range. Any additional commercial uses on the Property may not proceed unless and until the Council approves a Preliminary Plat application and Planned Unit Development to incorporate Council's additional conditions of approval on such subsequent applications and any updates to the Conceptual Master Plan. All future uses are subject to review requirements as stated within the Unified Development Code, unless specified within this Agreement. This approval shall be part of a new public hearing through City Council.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-2 zoning designation based on the Unified Development Code in place at the time of preliminary plat approval unless exceptions are approved through a Planned Unit Development.

2.5 Additional Requirements:

- All golf course details shall receive further review and approval through the CZC/Design Review Committee process. The architecture of the clubhouse and restaurant shall meet current City design review standards.
- The golf course shall be hooked onto Star Sewer and Water District reclaimed water for application to the course at the time of availability through the Star Sewer and Water District.
- Owner shall provide a minimum 10-acre Public School Site and a future Fire Station site within the development. Owner shall work with the Star Fire District on the location of the station. The Fire Station site and School site shall be deeded to the appropriate agency with the first phase of the residential development, if accepted by the agency at that time.
- The development shall meet all requirements of the Star Fire District and Star Sewer and Water District.
- The approval of this development adopts all recommended conditions of approval from ITD, ACHD & CHD4. An updated TIS shall be required with every phase within the Preliminary Plat.
- Owner shall provide for one-half acre minimum residential lot sizes adjacent to all existing Hillsdale Estates Subdivision residential lots with matching lot lines as illustrated on Applicant's Transitional Lot Exhibit, dated May 9, 2023, referenced herein as **Exhibit C**, as approved by Council. A minimum 25-foot setback for all new structures shall be provided adjacent to existing residential lots.
- Provide a minimum 100-foot landscape buffer setback to proposed residential lots adjacent to Monument Ridge Subdivision as illustrated in **Exhibit C**.
- Owner agrees to pay all proportionate shares and mitigation fees in place at the time of recordation of Development Agreement to include the following:
 - ITD Proportionate Shares - \$1,000.00 per lot at final plat phasing pursuant to Section 2.6 below.
 - Star Fire District Mitigation Fees – \$1,200.00 per lot at time of residential building permit.
 - Star Police Mitigation Fees – \$1,120.00 per lot at time of residential building permit.
- Owner shall pay an upfront mitigation fee of \$370,000.00 for Star Police Department services. These fees shall be deducted from the

future Star Police Mitigation Fees that are collected at the time of residential building permit.

- The Development Agreement will be modified during the Preliminary Plat and Planned Unit Development in order to update or add any new conditions of approval that may be required by the City Council or other reviewing Agencies.
- Wing Road will not be connected to the development from Beacon Light Road.
- A traffic signal light at Hwy 44 and Can Ada Road shall be constructed by Owner prior to the first day of operation of the Golf Course and associated facilities. A latecomer's agreement shall be entered between Owner and the City and/or CHD4 for future reimbursement.
- Driving range hours of operation shall be from dawn to dusk with no lighting allowed.
- This entire development shall adhere to the City "Dark Sky Initiative" for all lighting. All residential structures shall provide recessed outside lighting within the roof soffits.
- Owner shall provide conduit for future fiber-optic services at the time of construction of the infrastructure of the development.
- Future fire station lot shall be provided with all services during the construction of the development.
- No rock-crushing of aggregate shall be allowed without future Conditional Use Permit approval from the City.
- Owner shall construct a visual and sound barrier berm along the south side of the driving range. This shall be reviewed as part of the CZC application for the golf course.
- All public pathways shall be deeded to the public through public access easements. Public pathways are typically constructed with solid surfaces. Further analysis of the future preliminary plat shall determine the construction type of individual pathways and shall be conditioned accordingly.
- Safe school routes shall be designed within the preliminary plat to accommodate any future school site.
- Owner shall comply with Section 8-4A-11 Grading and 8-6B-3 Developer's Responsibilities for the development of the golf course and residential phases of the development. Owner shall comply with all dust mitigation requirements. A dust mitigation plan shall be required prior to start of any grading operations.

2.6 Proportionate Share Agreement for ITD Improvements. By signing this Development Agreement, Owner has agreed to participate in the

costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. Owner will pay the City \$1,000.00 per buildable residential lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the project. Owner shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

2.7 Changes and Modifications. No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event Owner changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, Owner shall be in default of this Agreement.

2.8 Conditions, Bonding for Completion. All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owner before an Occupancy permit will be granted. Failure to comply with the Star City Ordinances or the terms of this Agreement shall result in a default of this Agreement by Owner. Owner may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

Section 3. Affidavit of Property Owner. By signing this Agreement, Owner agrees to submit the Property to this Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance.

Section 4. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert to an RR zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to

the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, does hereby consent to a reversion of the subject property to a RR zoning designation in the event there is an uncured default in the terms and/or conditions of this Agreement to the extent required by the City Council.

Section 5. Unenforceable Provisions. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

Section 6. Assignment and Transfer. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Owner. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns: provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owners of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

Section 7. General Matters.

7.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Star City Code.

7.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

7.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or

certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Star: City of Star
Attn: City Clerk
P.O. Box 130
Star, ID 83669

Owner: Willowbrook Development, Inc.
Attn: Richard M. Phillips
210 Murray Street
Garden City, ID 83714

and with copy to: Deborah Nelson
Givens Pursley LLP
601 W. Bannock Street
Boise, ID 83702

7.5 Effective Date. This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.

7.6 Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

[end of text; signatures and exhibits follow]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this ____ day _____, 2023.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Willowbrook Development, Inc.

Richard M. Phillips

By: Richard M. Phillips

Its: President

STATE OF IDAHO)

) ss.

County of Ada)

On this 2nd day of October, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Richard M. Phillips, known to me to be the President of Willowbrook Development, Inc, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Christina A. Shull

Notary Public for Idaho

Residing at Kuna, ID

My Commission expires 8/7/2029

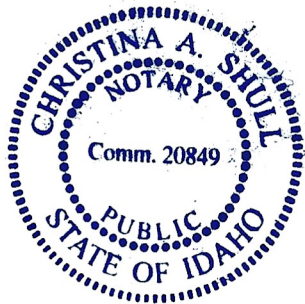


EXHIBIT A
Property Legal Description and Depiction

A Description for
Annexation
Willowbrook Development
October 13, 2023

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 28, Section 29, Section 30 and the North 1/2 of the North 1/2 of Section 32, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the Section corner common to Sections 30 and 31, T.5N., R.1W., B.M., and Sections 25 and 36, T.5N., R.2W., B.M.;

thence on the west boundary line of said Section 30, coincident with the west boundary line of Hillsdale Estates No. 7 Subdivision as filed in Book 86 of Plats at Pages 9666 through 9672, records of Ada County, Idaho, North 00°39'45" East, 1,929.81 feet;

thence leaving said west boundary lines on the exterior boundary line of Lot 59, Block 5 of said Hillsdale Estates No. 7 Subdivision the following seven (7) courses and distances:

South 89°19'35" East, 298.64 feet;

North 00°40'43" East, 151.92 feet;

South 89°19'25" East, 774.33 feet;

North 00°40'25" East, 316.20 feet;

North 14°19'20" East, 251.78 feet;

North 89°33'19" West, 833.70 feet;

North 00°40'43" East, 200.30 feet;

thence continuing on said exterior boundary line and the northwesterly prolongation thereof, North 49°34'10" West, 182.97 feet to the centerline of W. Deep Canyon Drive;

thence on said centerline, 28.71 feet on the arc of a curve to the left having a radius of 300.00 feet, a central angle of 05°28'59", and a long chord which bears North 24°07'58" East, 28.70 feet to the westerly prolongation of the exterior boundary line of said Lot 59;

thence on said exterior boundary line the prolongation thereof, the following seven (7) courses and distances:

South 88°56'21" East, 314.12 feet;

North 21°03'21" East, 276.79 feet;



South 55°47'35" East, 339.91 feet;

North 01°04'33" East, 306.95 feet;

North 21°11'11" East, 253.76 feet;

North 84°14'25" East, 159.89 feet;

North 01°39'55" East, 247.42 feet;

thence leaving said exterior boundary line, North 05°45'35" West, 30.00 feet to the centerline of W. Deep Canyon Drive;

thence on said centerline the following two (2) courses and distances:

South 84°14'25" West, 277.61 feet;

74.50 feet on the arc of a curve to the left having a radius of 200.00 feet, a central angle of 21°20'29", and a long chord which bears South 73°34'11" West, 74.07 feet to the southeasterly prolongation the west boundary line of Lot 49, Block 4 of said Hillsdale Estates No. 7 Subdivision;

thence on said westerly boundary line the prolongation thereof, North 28°09'33" West, 134.99 feet to the north boundary line of the South 1/2 of the North 1/2 of said Section 30, coincident with the north boundary line of said Hillsdale Estates No. 7 Subdivision;

thence on said north boundary lines, South 89°23'18" East, 527.44 feet to the Northeast corner of Government Lot 2 of said Section 30;

thence continuing of said north boundary lines, South 89°38'27" East, 870.13 feet to the east boundary line of said Lot 49;

thence on the east boundary line of said Lot 49, South 01°00'22" West, 106.31 feet;

thence leaving said east boundary line, South 39°54'09" West, 30.00 feet to the centerline of W. Deep Canyon Drive;

thence on said centerline the following five (5) courses and distances:

219.79 feet on the arc of a curve to the right having a radius of 275.00 feet, a central angle of 45°47'37", and a long chord which bears South 27°12'02" East, 213.99 feet;

South 04°18'14" East, 280.27 feet;
444.83 feet on the arc of a curve to the left having a radius of 500.00 feet, a central angle of 50°58'25", and a long chord which bears South 29°47'26" East, 430.30 feet;



South 55°16'39" East, 394.38 feet;

56.50 feet on the arc of a curve to the left having a radius of 500.00 feet, a central angle of 06°28'30", and a long chord which bears South 58°30'54" East, 56.47 feet to the southwesterly prolongation of the westerly boundary line of Lot 39, Block 4 of said Hillsdale Estates No. 7 Subdivision;

thence on the westerly boundary line of said Lot 39 and the prolongation thereof, the following three (3) courses and distances:

North 42°40'26" East, 279.54 feet;

North 49°16'24" West, 579.77 feet;

North 11°40'25" West, 654.53 feet to the north boundary line of the South 1/2 of the North 1/2 of said Section 30, coincident with the north boundary line of said Hillsdale Estates No. 7 Subdivision;

thence on said north boundary lines, South 89°38'27" East, 900.16 feet to the easterly boundary line of said Lot 39;

thence on said easterly boundary line, South 23°51'51" East, 130.39 feet

thence leaving said easterly boundary line, South 49°36'02" East, 50.00 feet to the centerline of N. Highhill Place;

thence on said centerline the following three (3) courses and distances:

South 08°06'41" East, 381.23 feet;

18.94 feet on the arc of a curve to the right having a radius of 150.00 feet, a central angle of 07°14'10", and a long chord which bears South 04°29'36" East, 18.93 feet;

South 00°52'31" East, 125.21 feet;

thence leaving said centerline, South 89°07'29" West, 25.00 feet to the westerly boundary line of said Lot 39;

thence on said westerly boundary line the following three (3) courses and distances:

South 49°13'59" West, 320.60 feet;

South 42°10'21" East, 177.42 feet;

North 51°37'58" East, 293.84 feet;

thence leaving said westerly boundary line,
North 22°58'14" East, 25.00 feet to the centerline of N. Highhill Place;



thence on said centerline the following five (5) courses and distances:

South 67°01'46" East, 132.85 feet;

67.29 feet on the arc of a curve to the right having a radius of 150.00 feet, a central angle of 25°42'10", and a long chord which bears South 54°10'41" East, 66.73 feet;

South 41°19'36" East, 207.57 feet;

76.56 feet on the arc of a curve to the right having a radius of 150.00 feet, a central angle of 29°14'40", and a long chord which bears South 26°42'16" East, 75.73 feet;

South 09°57'22" East, 53.15 feet to the centerline of W. Deep Canyon Drive;

thence on said centerline the following two (2) courses and distances:

North 80°02'38" East, 107.45 feet;

169.12 feet on the arc of a curve to the left having a radius of 1,000.00 feet, a central angle of 09°41'23", and a long chord which bears North 75°11'57" East, 168.92 feet to the southeasterly prolongation of the westerly boundary line of Lot 30, Block 4 of said Hillsdale Estates No. 7 Subdivision;

thence on said westerly boundary line and the prolongation thereof, the following four (4) courses and distances:

North 24°44'10" West, 450.18 feet;

North 58°16'00" West, 166.35 feet;

North 17°00'44" West, 379.22 feet;

North 00°40'25" East, 252.34 feet to the north boundary line of the South 1/2 of the North 1/2 of said Section 30, coincident with the north boundary line of said Hillsdale Estates No. 7 Subdivision;

thence on said north boundary lines, South 89°38'27" East, 716.99 feet to the easterly boundary line of said Lot 30;

thence on said easterly boundary line the following two (2) courses and distances:

South 04°30'31" East, 312.14 feet;

South 43°23'21" East, 100.71 feet to the westerly boundary line of Lot 28, Block 4 of said Hillsdale Estates No. 7 Subdivision;



thence on said westerly boundary line the following three (3) courses and distances:

North 67°32'26" East, 156.34 feet;

North 29°08'29" West, 98.58 feet;

North 02°31'26" East, 237.51 feet to the north boundary line of the South 1/2 of the North 1/2 of said Section 30, coincident with the north boundary line of said Hillsdale Estates No. 7 Subdivision;

thence said north boundary lines, South 89°38'27" East, 544.09 feet to the South 1/16 corner common to said Sections 29 and 30;

thence on the north boundary line of the South 1/2 of the North 1/2 of said Section 29, coincident with the north boundary line of said Hillsdale Estates No. 7 Subdivision, South 89°25'14" East, 900.32 feet to the exterior boundary line of Lot 27, Block 4 of said Hillsdale Estates No. 7 Subdivision;

thence on said exterior boundary line the following four (4) courses and distances:

South 10°50'49" West, 360.98 feet;

South 52°35'53" East, 161.65 feet;

North 66°20'24" East, 110.26 feet;

North 04°19'50" East, 407.68 feet the north boundary line of the South 1/2 of the North 1/2 of said Section 29, coincident with the north boundary line of said Hillsdale Estates No. 7 Subdivision,;

thence on said north boundary lines, South 89°25'14" East, 233.13 feet to the east boundary line of Lot 26, Block 4 of said Hillsdale Estates No. 7 Subdivision;

thence on said east boundary line and the southerly prolongation thereof, South 00°57'25" East, 746.83 feet to the centerline of W. Deep Canyon Drive;

thence on said centerline, South 89°45'03" East, 465.91 feet to the exterior boundary line of said Hillsdale Estates No. 7 Subdivision;

thence on said exterior boundary line, South 00°38'52" West, 305.20 feet to the exterior boundary line of Hillsdale Estates No. 3 Subdivision as filed in Book 77 of Plats at Pages 8167 through 8170, records of Ada County, Idaho;

thence on said exterior boundary line, South 77°14'03" East, 266.73 feet;



thence continuing on said exterior boundary line and the southeasterly prolongation thereof, South 66°31'50" East, 399.85 feet to the centerline of N. High Country Way;

thence on said centerline the following two (2) courses and distances:

139.67 feet on the arc of a curve to the right having a radius of 400.00 feet, a central angle of 20°00'21", and a long chord which bears North 78°19'12" East, 138.96 feet;

North 88°18'55" East, 129.73 feet;

thence leaving said centerline, South 01°41'05" East, 30.00 feet to the easterly boundary line of Lot 25, Block 3 of Hillsdale Estates No. 2 Subdivision as filed in Book 75 of Plats at Pages 7759 through 7761, records of Ada County, Idaho;

thence on said easterly boundary line the following five (5) courses and distances:

South 16°34'18" East, 189.96 feet;

North 86°58'10" East, 242.03 feet;

North 73°23'56" East, 221.39 feet;

South 05°51'20" East, 223.58 feet;

South 23°18'54" East, 350.00 feet;

thence continuing on said easterly boundary line and the easterly prolongation thereof, North 66°41'06" East, 274.96 feet to the centerline of N. Hill Haven Place;

thence on said centerline the following two (2) courses and distances:

South 23°18'54" East, 302.84 feet;

116.72 feet on the arc of a curve to the right having a radius of 300.00 feet, a central angle of 22°17'28", and a long chord which bears South 12°10'10" East, 115.98 feet;

thence leaving said centerline, South 88°58'34" West, 25.00 feet to the easterly boundary line of Lot 24, Block 3 of said Hillsdale Estates No. 2 Subdivision;

thence on said easterly boundary line the following three (3) courses and distances:

South 82°17'08" West, 454.55 feet;

South 24°41'24" East, 449.30 feet;



South 76°53'47" East, 426.64 feet to the exterior boundary line of Hillsdale Estates No. 5 Subdivision as filed in Book 80 of Plats at Pages 8550 through 8552, records of Ada County, Idaho;

thence on said exterior boundary line the following two (2) courses and distances:

North 00°09'27" East, 1,425.15 feet to the Center-East 1/16 corner of said Section 29;

South 89°25'57" East, 1,316.85 feet to the 1/4 corner common to said Sections 28 and 29, coincident with the Northwest corner of Lot 7, Block 3 of Hillsdale Estates No. 1 Subdivision as filed in Book 68 of Plats at Pages 6982 through 6985, records of Ada County, Idaho;

thence on the north boundary line of said Lot 7 and the easterly prolongation thereof, South 88°40'58" East, 180.70 feet to the centerline of N. Star Ridge Way;

thence on said centerline the following five (5) courses and distances:

South 20°52'11" East, 121.26 feet;

41.76 feet on the arc of a curve to the right having a radius of 200.00 feet, a central angle of 11°57'51", and a long chord which bears South 14°53'16" East, 41.69 feet;

South 08°54'20" East, 188.14 feet;

112.82 feet on the arc of a curve to the left having a radius of 200.00 feet, a central angle of 32°19'13", and a long chord which bears South 25°03'57" East, 111.33 feet;

South 41°13'34" East, 50.53 feet to the northeasterly prolongation of the southerly boundary line of said Lot 7;

thence on said southerly boundary line and the northeasterly prolongation thereof, the following three (3) courses and distances:

South 67°05'26" West, 265.43 feet;

South 18°35'49" East, 37.96 feet;

North 89°21'08" West, 113.81 feet to the exterior boundary line of said Hillsdale Estates No. 1 Subdivision, coincident with the exterior boundary line of said of Hillsdale Estates No. 5 Subdivision;



thence on said exterior boundary lines, South 00°11'15" West, 812.10 feet to the southerly boundary line of Lot 58, Block 3 of said of Hillsdale Estates No. 5 Subdivision;

thence on said southerly boundary line the following two (2) courses and distances:

South 78°25'51" West, 225.00 feet;

South 66°23'46" West, 289.65 feet;

thence continuing on said southerly boundary line and the southeasterly prolongation thereof, South 44°41'45" East, 265.51 feet to the centerline of N. Echo Summit Way;

thence on said centerline, 114.04 feet on the arc of a curve to the left having a radius of 275.00 feet, a central angle of 23°45'39", and a long chord which bears South 30°31'50" West, 113.23 feet to the centerline of N. Golden View Court;

thence on said centerline the following four (4) courses and distances:

North 71°23'42" West, 109.61 feet;

103.51 feet on the arc of a curve to the right having a radius of 300.00 feet, a central angle of 19°46'09", and a long chord which bears North 61°30'37" West, 103.00 feet;

North 51°37'33" West, 187.23 feet;

19.01 feet on the arc of a curve to the left having a radius of 300.00 feet, a central angle of 03°37'51", and a long chord which bears North 53°26'28" West, 19.01 feet to the southerly prolongation of the southerly boundary line of said Lot 58;

thence on said southerly boundary line the following six (6) courses and distances:

North 15°20'57" East, 227.56 feet;

North 48°56'57" West, 361.33 feet;

North 89°14'01" West, 86.76 feet;

South 07°00'29" West, 204.29 feet;

24.46 feet on the arc of a curve to the left having a radius of 50.00 feet, a central angle of 28°01'50", and a long chord which bears South 64°21'39" West, 24.22 feet;



South 78°21'35" West, 262.75 feet to the exterior boundary line of said Hillsdale Estates No. 5 Subdivision, coincident with the exterior boundary line of said of Hillsdale Estates No. 2 Subdivision and said Hillsdale Estates No. 3 Subdivision;

thence on said exterior boundary lines, South 00°09'27" West, 975.79 feet to the exterior boundary line of Lot 32, Block 3 of said Hillsdale Estates No. 3 Subdivision;

thence on said exterior boundary line the following seven (7) courses and distances:

- North 69°41'35" West, 196.40 feet;
- South 79°08'25" West, 239.45 feet;
- North 19°32'16" West, 999.94 feet;
- North 30°24'37" West, 545.06 feet;
- North 15°06'41" West, 180.50 feet;
- North 37°56'04" West, 742.70 feet;
- South 63°54'45" West, 186.69 feet;

thence leaving said exterior boundary line, South 61°07'57" West, 30.00 feet to the centerline of N. High Country Way;

thence on said centerline, 180.22 feet on the arc of a curve to the right having a radius of 200.00 feet, a central angle of 51°37'46", and a long chord which bears North 03°03'10" West, 174.18 feet;

thence leaving said centerline, North 67°14'17" West, 30.00 feet to the exterior boundary line of Lot 8, Block 5 of said Hillsdale Estates No. 3 Subdivision;

thence on said exterior boundary line the following nine (9) courses and distances:

- North 60°07'41" West, 76.13 feet;
- North 89°25'57" West, 326.17 feet;
- South 22°51'36" East, 484.89 feet;
- South 26°12'27" East, 175.31 feet;
- South 11°28'06" East, 184.02 feet;
- South 41°32'09" East, 540.48 feet;
- South 06°47'16" East, 352.88 feet;



South 22°22'02" East, 529.32 feet;

South 27°19'26" East, 526.97 feet;

thence continuing on said exterior boundary line and the southerly prolongation thereof, South 20°45'13" East, 235.03 feet to the centerline of W. Lanktree Gulch Road;

thence on said centerline the following two (2) courses and distances:

South 64°46'52" West, 44.16 feet;

177.08 feet on the arc of a curve to the right having a radius of 350.00 feet, a central angle of 28°59'18", and a long chord which bears South 79°16'31" West, 175.20 feet to the southerly prolongation of the exterior boundary line of said Lot 8;

thence on said exterior boundary line the following four (4) courses and distances:

North 00°20'56" West, 267.00 feet;

North 84°31'52" West, 222.22 feet;

North 04°49'30" East, 100.85 feet;

North 77°56'27" West, 206.51 feet to the exterior boundary line of said Hillsdale Estates No. 3 Subdivision, coincident with the exterior boundary line of Hillsdale Estates No. 6 Subdivision as filed in Book 81 of Plats at Pages 8842 through 8844, records of Ada County, Idaho;

thence on said exterior boundary lines and the southerly prolongation thereof, South 00°39'33" West, 263.10 feet to the centerline of W. Lanktree Gulch Road;

thence on said centerline 124.89 feet on the arc of a curve to the left having a radius of 350.00 feet, a central angle of 20°26'38", and a long chord which bears South 82°11'00" West, 124.22 feet to the northerly prolongation of the exterior boundary line of Lot 12, Block 7 of said Hillsdale Estates No. 3 Subdivision;

thence on said exterior boundary line and the northerly prolongation thereof, the following three (3) courses and distances:

South 23°38'35" East, 247.76 feet;

South 31°02'48" East, 172.97 feet;

South 81°39'29" East, 464.68 feet to the exterior boundary line of Lot 7, Block 7 of said Hillsdale Estates No. 3 Subdivision;



thence on said exterior boundary line the following two (2) courses and distances:

North 81°22'34" East, 193.30 feet;

North 01°58'58" East, 325.52 feet;

thence leaving said exterior boundary line, North 25°13'08" West, 30.00 feet to the centerline of W. Lanktree Gulch Road;

thence on said centerline, North 64°46'52" East, 161.32 feet;

thence leaving said centerline, South 25°13'08" East, 30.00 feet to the exterior boundary line of said Lot 7;

thence on said exterior boundary line the following three (3) courses and distances:

South 13°22'45" East, 336.07 feet;

South 30°35'37" East, 600.09 feet;

South 21°22'40" West, 363.89 feet to the south boundary line of said Hillsdale Estates No. 3 Subdivision;

thence on said south boundary line, North 89°24'42" West, 1,368.94 feet to the westerly boundary line of said Hillsdale Estates No. 3 Subdivision;

thence on said westerly boundary line, North 31°03'48" West, 118.78 feet the exterior boundary line of Lot 12, Block 7 of said Hillsdale Estates No. 3 Subdivision;

thence on said exterior boundary line the following five (5) courses and distances:

South 89°17'49" East, 432.19 feet;

North 00°09'15" East, 305.32 feet;

North 14°57'53" West, 214.17 feet;

North 31°02'48" West, 357.37 feet;

North 23°38'35" West, 219.07 feet;

thence leaving said exterior boundary line, North 35°30'13" West, 30.00 feet to the centerline of W. Lanktree Gulch Road;



thence on said centerline, 33.24 feet on the arc of a curve to the right having a radius of 350.00 feet, a central angle of 05°26'32", and a long chord which bears North 57°13'03" East, 33.23 feet to the southerly prolongation of the exterior boundary line of Lot 29, Block 5 of said Hillsdale Estates No. 6 Subdivision;

thence on said exterior boundary line and the southerly prolongations thereof, the following fifteen (15) courses and distances:

North 37°11'11" West, 754.50 feet;

North 57°34'45" West, 586.91 feet;

North 22°14'21" West, 348.75 feet;

North 15°22'18" West, 753.17 feet;

North 82°23'12" West, 415.34 feet;

South 34°58'22" West, 178.25 feet;

South 01°51'37" East, 249.60 feet;

South 15°36'07" East, 338.73 feet;

South 74°21'00" West, 150.00 feet;

South 15°39'00" East, 200.00 feet;

North 74°21'00" East, 199.97 feet;

South 15°39'00" East, 524.15 feet;

South 50°34'45" East, 236.06 feet;

South 67°53'46" East, 216.97 feet;

South 52°38'08" East, 220.54 feet to the Northeast corner of Lot 58, Block 5 of said Hillsdale Estates No. 6 Subdivision;

thence on the westerly boundary line of said Lot 58 and the southeasterly prolongation thereof, South 36°42'42" East, 721.29 feet to the centerline of W. Lanktree Gulch Road;

thence on said centerline the following five (5) courses and distances:

South 54°29'47" West, 79.86 feet;



283.52 feet on the arc of a curve to the left having a radius of 500.00 feet, a central angle of 32°29'21", and a long chord which bears South 38°15'06" West, 279.74 feet;

1,341.57 feet on the arc of a reverse curve to the right having a radius of 792.00 feet, a central angle of 97°03'13", and a long chord which bears South 70°32'03" West, 1,186.84 feet;

252.05 feet on the arc of a reverse curve to the left having a radius of 500.00 feet, a central angle of 28°52'57", and a long chord which bears North 75°22'49" West, 249.39 feet;

North 89°49'18" West, 167.16 feet to the west boundary line of the Northwest 1/4 of the Northwest 1/4 of said Section 32, coincident with the west boundary line of said Hillsdale Estates No. 6 Subdivision;

thence on said west boundary lines, North 01°38'35" East, 1,114.31 feet to the Section corner common to said Sections 29, 30, 31 and 32;

thence on the south boundary lines of said Hillsdale Estates No. 3 Subdivision and Hillsdale Estates No. 4 Subdivision, North 89°34'15" West, 2,646.60 feet to the 1/4 corner common to said Section 30 and 31;

thence on the south boundary lines of said Hillsdale Estates No. 4 Subdivision, Hillsdale Estates No. 5 Subdivision and Hillsdale Estates No. 7 Subdivision, North 89°34'26" West, 2,528.83 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM

A portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Northeast corner of Government Lot 2 of said Section 30 from which the North 1/16 corner common to Section 30, T.5N., R.1W., B.M., and Section 25, T.5N., R.2W., B.M. bears North 89°23'18" West, 1,231.55 feet; thence South 62°44'26" East, 140.31 feet to the centerline of W. Deep Canyon Drive and the **POINT OF BEGINNING**;

thence on said centerline, South 89°19'35" East, 285.03 feet to the northerly prolongation of the exterior boundary line of Lot 59, Block 5 of Hillsdale Estates No. 7 Subdivision as filed in Book 86 of Plats at Pages 9666 through 9672, records of Ada County, Idaho ;

thence on said exterior boundary line and the northerly prolongations thereof, the following six (6) courses and distances:

South 03°44'45" East, 797.77 feet;

North 79°22'29" West, 61.17 feet;



South 08°44'51" East, 400.49 feet;

North 89°19'35" West, 228.75 feet;

North 01°02'03" West, 426.14 feet;

North 07°39'14" West, 762.00 feet to the **POINT OF BEGINNING**.

Containing 719.304 acres, more or less.

End of Description.





No.	Area	Description	Area (Acres)
1	Lot 1	30.00	1.25
2	Lot 2	12.50	0.50
3	Lot 3	12.50	0.50
4	Lot 4	12.50	0.50
5	Lot 5	12.50	0.50
6	Lot 6	12.50	0.50
7	Lot 7	12.50	0.50
8	Lot 8	12.50	0.50
9	Lot 9	12.50	0.50
10	Lot 10	12.50	0.50
11	Lot 11	12.50	0.50
12	Lot 12	12.50	0.50
13	Lot 13	12.50	0.50
14	Lot 14	12.50	0.50
15	Lot 15	12.50	0.50
16	Lot 16	12.50	0.50
17	Lot 17	12.50	0.50
18	Lot 18	12.50	0.50
19	Lot 19	12.50	0.50
20	Lot 20	12.50	0.50

No.	Area	Description	Area (Acres)
21	Lot 21	30.00	1.25
22	Lot 22	12.50	0.50
23	Lot 23	12.50	0.50
24	Lot 24	12.50	0.50
25	Lot 25	12.50	0.50
26	Lot 26	12.50	0.50
27	Lot 27	12.50	0.50
28	Lot 28	12.50	0.50
29	Lot 29	12.50	0.50
30	Lot 30	12.50	0.50

ISG
IDAHO SURVEY GROUP, LLC
 A portion of the Northeast 1/4 of Section 32, Section 18, Township 20S and Range 11E of the 36th Principal Meridian, Ada County, Idaho.
 Survey: 10/21/2020 Date: 10/21/2020
 1 of 2



LEGEND

[Symbol]	Existing Easement
[Symbol]	Proposed Easement
[Symbol]	Right-of-Way
[Symbol]	Other

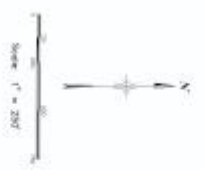


EXHIBIT B **Conceptual Master Plan**

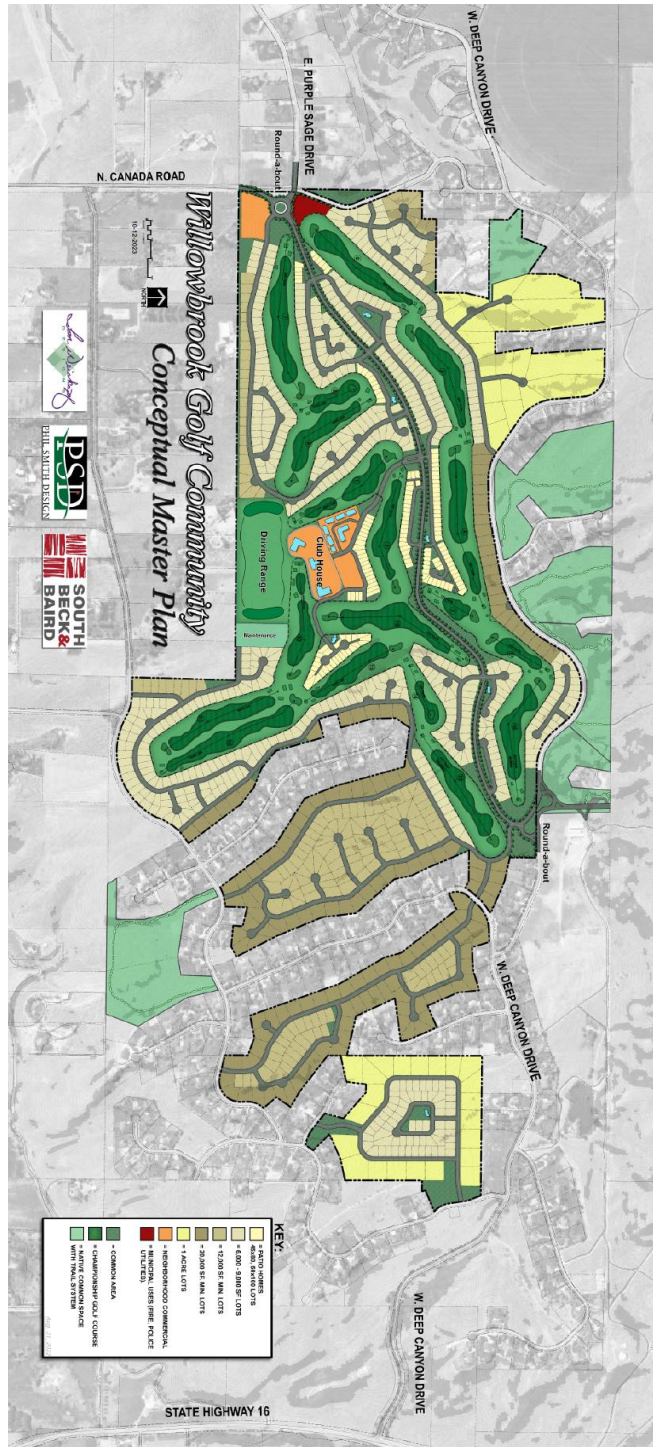


EXHIBIT C
Transitional Lots



THIS EXHIBIT C IS INTENDED BY THE PARTIES TO BE IN COLOR, AND THE ORIGINAL AND ALL COPIES SHALL BE IN COLOR.