

INSTRUMENT NO. 2007003860

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ORDINANCE NO. 169
(Corinthian Homes – Canyon County)

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AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CITY OF STAR; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS MIXED USE (MU) WITH A DEVELOPMENT AGREEMENT; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada County, Idaho (the "City"), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and to incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owners of the real property situated in the unincorporated area of Canyon County and particularly described in Section 2 of this ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, pursuant to public hearing as required by law, held a public hearing on May 2, 2006 and October 17, 2006 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Mixed Use (MU) with a Development Agreement pursuant to the Zoning Ordinance of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Star, Idaho (the "City"), hereby find and declare that the real property described in Section 2 of this ordinance is contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner of said property has requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The attached Exhibit "A" describing the real property, all situated in Canyon County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above is hereby established as Mixed Use (MU) with a Development Agreement,

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("Exhibit B") as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Mixed Use (MU) land use classification. PROVIDED, that if the property described in Section 2 above has not, within one (1) year from the effective date of this ordinance, began construction, the zoning classification for the property shall become Rural Transitional (RT).

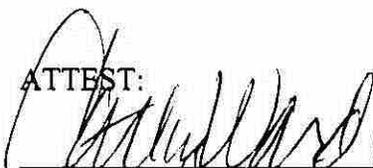
Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Recorder, Auditor, Treasurer, and Assessor of Canyon County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

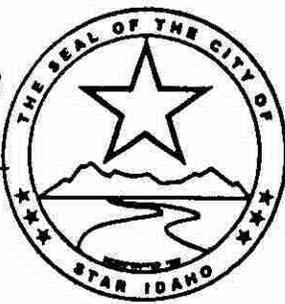
Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 5th day of January 2007.

CITY OF STAR
Ada County, Idaho


Nathan Mitchell, Mayor

ATTEST:

Cathy Ward, City Clerk



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EAST CANYON LAND USE
ANNEXATION AND DEVELOPMENT AGREEMENT

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THIS EAST CANYON LAND USE ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement"), entered into this 16th day of January, 2009, by and between the CITY OF STAR, IDAHO, a municipal corporation ("City"), and EAST CANYON LAND ACQUISITION COMPANY, LLC, an Idaho limited liability company authorized to do business in the state of Idaho, or assigns ("**Developer**")

RECITALS

This EAST CANYON LAND USE ANNEXATION AND DEVELOPMENT AGREEMENT is predicated upon the following facts:

WHEREAS, Developer owns several parcels of land approximately 310.79 acres, more or less, in size currently within County of Canyon and more particularly described in **Exhibit A-1**, attached hereto and made a part hereof, which is currently zoned Agricultural and Rural Residential under Canyon County's Zoning Ordinance (the "**Developer Property**"). Developer is under contract to purchase the Van Maanen Property, defined below, and the Quenzer Property, defined below;

WHEREAS, Kenneth and Rose Van Maanen ("**Van Maanen**") own a parcel of land approximately 55.55 acres, more or less, in size, currently within the County of Canyon and more particularly described in **Exhibit A-2**, attached hereto and made a part hereof, which is currently zoned Agricultural and Rural Residential under Canyon County's Zoning Ordinance (the "**Van Maanen Property**");

WHEREAS, Herbert and Velma Quenzer ("**Quenzer**") own contiguous parcels of land approximately 118.7 acres, more or less, in size, currently within the County of Canyon and more particularly described in **Exhibit A-3**, attached hereto and made a part hereof, which is currently zoned Agricultural and Rural Residential under Canyon County's Zoning Ordinance (the "**Quenzer Property**"). The Developer Property, the Van Maanen Property, and the Quenzer Property shall be collectively referred to herein as the "**Property**," and is more particularly described in **Exhibit A** attached hereto and made a part hereof;

WHEREAS, Developer has requested that the Property be annexed into and developed in accordance with the applicable ordinances and regulations of Star and this Agreement;

WHEREAS, Developer, Van Maanen and Quenzer, as the respective owners of the Property, agreed to submit the Property to an annexation and development agreement pursuant to Star's City Code, Chapters 8 and 10. Affidavits of Developer, Van Maanen and Quenzer, as the respective owners of the Property, agreeing to submit the Property to this Agreement and to the development agreement provisions of Idaho Code Section 67-6511A and the applicable provisions of Star's City Code have been provided to City by Developer and incorporated herein by reference;

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WHEREAS, City is a municipal corporation having all of the powers and authority granted municipalities under the laws of the State of Idaho, including, without limitation, the authority to contract (Idaho Code § 50-301), to annex (Idaho Code § 50-222), to zone parcels of real property (Idaho Code § 67-6511), and to enter into development agreements (Idaho Code § 67-6511A);

WHEREAS, Developer or Developer's agent, as the case may be, filed with the City of Star Planning and Zoning Department in connection with development of the Property, a Request for Annexation of the Property and Zoning upon Annexation as provided further in City File No. AZ-06-08;

WHEREAS, City having held all lawfully required public hearings and meetings for consideration of said annexation request and this Agreement, and on the 2nd day of May, 2006, City Council ("Council") approved the annexation request and zoning subject to this Agreement, and Council, on the ___ day of _____, 2006, adopted findings of fact, conclusions of law and a written decision with regard thereto;

WHEREAS, it is in the best interests of City that the Property be annexed into the City and be developed in accordance with this Agreement;

WHEREAS, Council has determined that annexation of the Property constitutes an orderly extension of City's municipal boundaries and property; that such annexation is (1) appropriately zoned with a MU-Multiple Use zoning designation as set forth in the Zoning Ordinance and Map; (2) complies with the requirements of all state statutes; and (3) it is in the best interests of City to enter into this Agreement in order to provide for orderly annexation and development of the Property;

WHEREAS, Developer has agreed to the use restrictions and other limitations set forth herein upon the use and development of the Property and the zoning designation to be placed upon the Property;

WHEREAS, the intent of this Agreement is to protect the rights of Developer'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; and,

WHEREAS, Developer and City enter this Agreement for the purpose of establishing certain rights and obligations of the parties with regard to annexation of the Property, and the development of Property including limitations as to the use, development and design.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, Developer and City hereby mutually covenant and agree as follows:

1. **DEFINITIONS.** Throughout this Agreement, the following terms will be defined and certain restrictions and covenants are hereby placed upon the areas so defined, as follows:

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- 1.1 "City" shall mean the City of Star, Idaho, a municipal corporation, acting by and through City's duly elected Council.
- 1.2 "Developer" shall mean East Canyon Land Acquisition Company, LLC, an Idaho limited liability company, or assigns.
- 1.3 "Development Plan" shall mean and consist of the conceptual Development Plan, a copy of which is attached hereto as **Exhibit B** and shall be incorporated herein by reference. Notwithstanding the foregoing, the parties acknowledge and agree that the Development Plan is merely a conceptual plan and may be modified by Developer prior to submitting phases of the Development Plan to the City Council for approval; provided, however, in no event shall Developer substantially and materially change the Development Plan nor build more than 1,500 single family residential dwelling units in the Property, nor shall Developer exceed the maximum number of dwelling units and product types listed on **Exhibit E**, attached hereto and made a part hereof without an amendment to this Development Agreement or otherwise approval by the City Council.
- 1.4 "District" shall mean the Star Sewer and Water District.
- 1.5 "Property" shall mean that certain real property legally described in **Exhibit A**.
- 1.6 "Star Zoning Ordinance" shall mean the Zoning Ordinance portion of Star's City Code.
- 2. **LEGAL AUTHORITY.** This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Star City Code Chapter 10 and other applicable state statutes and city ordinances.
- 3. **USE PERMITTED BY THIS AGREEMENT.** The uses allowed pursuant to this Agreement are those uses allowed under City's Zoning Ordinance in effect on the date of application for East Canyon and as described and modified in **Exhibit C**, attached hereto and made a part hereof. Developer agrees that this Agreement specifically allows only the uses described in the Zoning Ordinance and modified in **Exhibit C**. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the City's Zoning Ordinance. In the event Developer changes or expands the uses permitted by this Agreement without formal modification of the Development Plan and this Agreement as allowed by the City's Zoning Ordinance, Developer shall be in default of this Agreement.
- 4. **INFRASTRUCTURE IMPROVEMENTS.** Developer shall engineer, construct, and otherwise provide, at Developer's sole expense, the following improvements, facilities and services (public and private) in accordance with each detailed phase of the Development Plan and this Agreement. All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street, rights-of-way, or easement prior to completion of the construction of the roads or as otherwise shown on each detailed phase of the Development Plan. Detailed engineered construction drawings

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and specifications for construction of such improvements shall be prepared by Developer and approved by the applicable governmental entity prior to construction. Developer hereby warrants construction of the public streets, water system and sewer system improvements for one (1) year from acceptance thereof by the applicable governmental entity. All required off-site utility improvements must be completed as directed by the applicable governmental entity or as specified in this Agreement.

5. **FINAL DESIGN REVIEW.** Developer shall receive design review approval for each detailed phase of the Development Plan.

5.1 Streets. The City of Star does not have a functioning street department and the exclusive general supervisory authority over all public streets and public rights of way within the area of this development which are within Canyon County, excepting those under jurisdiction of the Idaho Transportation Department (ITD), shall remain and be under the jurisdiction of the Canyon Highway District No. 4.

Developer agrees to submit a traffic impact study to the City for review with the preliminary plat application for the Property. Said traffic study must be approved by the City Engineer and Canyon Highway District No. 4. As Canyon Highway District No. 4 does not have an impact fee for roadway improvements, frontage and off-site improvements are the responsibility of the Developer. Developer agrees to mitigate its proportionate share of adverse traffic impacts as required by the City, Idaho Transportation Department, Ada County Highway District, and Canyon Highway District No. 4. Any such improvements will include intersection analysis considering the cumulative impacts of surrounding developments.

5.1.1 Developer, at Developer's sole expense, shall install street lighting throughout the "PUD" in accordance with each detailed phase of the Development Plan and City's code. The lighting shall be installed in each block of the Property as the same is developed.

5.1.2 All streets, roadways and walkways shall be designed and constructed as shown on each detailed phase of the Development Plan in accordance with the applicable standards of the Ada County Highway District. Prior to acceptance of any such improvements to be dedicated to Canyon Highway District No. 4, Canyon Highway District No. 4 shall inspect and approve same and Developer shall provide Canyon Highway District No. 4 with "as built" drawings thereof.

5.1.3 One or more owners' associations shall be responsible for the year-around maintenance of all private roadways, if any, driveways, pedestrian pathways, trails and similar access ways, including, without limitation, snow removal to maintain access and parking, as well as emergency vehicle turnaround, within the Property.

5.2 Water System. Developer has requested water and sewer service from the Star Water and Sewer District (the "District") to the Property at the same fees as equivalent users of water and sewer within the District. Pursuant to Star Sewer and Water District Conditions of Annexation and other applicable District

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specifications, Developer shall engineer, construct and extend, at Developer's sole expense, or in agreement with latecomer's fees or water and sewer credits, the water system improvements throughout the Property in connection with each detailed phase of the Development Plan. All such improvements shall be designed and constructed in accordance with the Star Sewer and Water District Conditions of Annexation and other applicable standards and construction drawings and specifications approved by the State of Idaho, Department of Health and Welfare and Idaho Department of Water Resources, as and if applicable. The final construction drawings and specifications shall control over the location and design of water system improvements. Upon completion of each of such improvements and acceptance thereof by District, such improvements and the offsite improvements, if any, to the water system shall become a part of the District water system and the District shall assume all responsibility therefore subject to Developer's warranty set forth above.

- 5.3 Private Irrigation Water System.** Developer shall construct, and maintain at Developer's sole expense, a private landscape irrigation system to provide irrigation to the Property in connection with each detailed phase of the Development Plan. Developer shall irrigate said lands using Developer's existing water rights and convey the water rights now appurtenant to the Property necessary therefore to the owners' associations created with regard to the Property or as provided in applicable law.
- 5.4 Sewer System.** Pursuant to District specifications, Developer shall engineer, construct and extend, at Developer's sole expense, the sewer system throughout the Property. All such improvements shall be designed and constructed in accordance with the standards of and construction drawings and specifications approved by the State of Idaho, Department of Environmental Quality. Upon completion of each of such improvements and acceptance thereof by District, such improvements and the offsite improvements, if any, shall become a part of the District's sewer system and the District shall assume all responsibility therefore subject to Developer's warranty set forth above.
- 5.5 Electric Power.** All electric power upgrades serving the project, on-site and off-site, shall be underground, with the exception of pad-mounted transformers and other facilities necessary to underground power facilities. City may choose to negotiate exceptions to this provision regarding off-site underground power facilities needed to serve the project once the extent of these facilities is determined. City will take in to account visual impact, and other burdens to existing city residents that may be caused by the addition of new above-ground power facilities.
- 5.6 Fire.** All requirements of the Star Fire Department shall be met.
- 5.7 Landscaping.** A detailed landscape plan shall be submitted as part of each detailed phase of the Development Plan to be reviewed for approval by City. This landscape plan shall include species sizes, quantities and location. Such

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landscape plan for each detailed phase of the Development Plan shall be submitted and approved by staff and/or Council prior to the issuance of any building permits in such phase.

- 5.8 Construction Staging and Construction Mitigation.** A detailed construction staging and construction mitigation plan for each detailed phase of the Development Plan shall be approved by Council as part of the detailed phase review process. No building or excavation permits shall be issued prior to Council approval of such construction staging and mitigation plan. Without limiting the foregoing, Developer shall construct no more than 1,500 single-family residential dwelling units on the Property, but the foregoing restriction shall not limit the number of residential dwelling units in any given phase of development.
- 5.9 School Site.** Developer shall enter into negotiations with the Middleton School District to determine the location of a proposed elementary school site on the Property, and such school site may either be sold or donated to Middleton School District by Developer on terms and conditions reasonably acceptable to Developer.
- 6. RECORDATION OF SUBDIVISION.** Developer shall record any subdivision plat with the Office of the Canyon County Recorder within three hundred sixty five days (365), with allowable extensions of the date of final approval by Council, each with conditions reasonably acceptable to City.
- 7. FINANCIAL ASSURANCE.** Developer shall enter into a mutually acceptable bonding, set aside or other security agreement for the amount of all costs associated with the completion of improvements in connection with each detailed phase of the Development Plan prior to the issuance of an occupancy permit for any of the buildings within the detailed phase of the Development Plan for which said improvements are required to be constructed.
- 8. SUBSEQUENT FILINGS AND APPROVALS.** Developer shall submit and City shall consider all subsequent applications for development of the Property in accordance with the approved Development Plan and this Agreement. Nothing contained herein is intended to limit the police powers of City in reviewing any subsequent applications, but in the exercise of City's discretion, City shall act in a manner which is not inconsistent with this Agreement.
- 9. SALE OR TRANSFER OF THE PROPERTY.** This Agreement, which shall be duly recorded in the records of Canyon County, Idaho, shall run with the land comprising the Property as provided further herein, and it shall be binding upon and benefit both Developer, and any successor in interest to any portion of the Property, as provided in this Agreement. No person or entity acquiring any portion of the Property shall be permitted to develop, construct, erect, or install any building, utility, improvement or landscaping which does not conform in all respects to this Agreement. In the event that Developer or a successor in interest to Developer, sells or transfers the Property, or any

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portion thereof, written notice of said transaction shall be given to City no less than thirty (30) days prior to the closing in connection with such transfer. This requirement shall not apply to the sale and/or transfer of individual lots.

10. **AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN.** This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing. Both parties acknowledge that the site plans, building locations, floor plans, elevations and design of the buildings will be refined prior to submission in connection with each conceptual phase of the Development Plan and final construction drawings for building permits and other permits.
11. **SUPERSEDING PRIOR AGREEMENTS.** This Agreement supersedes and extinguishes all prior agreements, if any, between the parties with regard to the Property or any portion thereof.
12. **DEFAULT AND ENFORCEMENT.** In the event Developer, Developer's heirs, successors, assigns or any other person acquiring an interest in the Property, fail to substantially comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by City upon compliance with the requirements of the Zoning Ordinance, Chapter 10. Additionally, the City may withhold issuing building or occupancy permits after a written notice has been issued to the developer with a 30-day time period to remedy any items of concern. In the event City determines that this Agreement shall be modified, the terms of this Agreement shall be amended and Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City, after compliance with the requirements of City's Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to RT zoning. All land uses that are not consistent with RT zoning shall cease. In such event, nothing herein shall prevent the owner of any portion of the Property from applying for any nature of use permit consistent with RT zoning.

A written waiver by City of any default by Developer 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 City or apply to any subsequent breach of any such or other covenants and conditions.

13. **REMEDIES.**
 - 13.1 **Consent to Rezone.** Developer, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to RT (Rural Transitional) Zoning.
 - 13.2 **Remedies and Specific Performance.** In addition to the remedies provided by City's Zoning Ordinance, and the Default provisions herein, Findings of Facts and Conclusions of Law issued by City may be revoked at any time for a material violation of the permit, or any material violation of any condition thereof, by motion

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of Council after notice and an opportunity to cure, followed by a due process hearing upon at least ten (10) days written notice to Developer. In the event of a breach of this Agreement, the parties shall have available all other remedies at law or in equity.

14. **POLICE POWERS.** Nothing contained herein is intended to limit the police powers of City or City's discretion in reviewing subsequent applications regarding development and construction of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.
15. **TIMELINES.** Time and timely performance are of the essence of this Agreement.
16. **RELATIONSHIP OF PARTIES.** It is understood the contractual relationship between City and Developer is such that Developer is not the agent, partner, or joint venturer of City. Developer hereby guarantees actual development and performance in accordance with the terms and conditions set forth herein.
17. **FORCE MAJEURE.** If either party hereto is delayed in the performance of any of such party's obligations hereunder because of inclement weather, labor dispute or strike, civil strife, act of God, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by Developer.
18. **ATTORNEY FEES AND COSTS.** If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs incurred with regard to such action including, without limitation, any appeals.
19. **NOTICES.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices shall be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of Star
c/o City Clerk
P.O. Box 130
Star, Idaho 83669

Notices required to be given to Developer shall be addressed as follows:

East Canyon Land Acquisition Company, LLC
c/o David Roylance and Moriah Christianson
391 W. State Street, Suite E
Eagle, Idaho 83616

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A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

20. **BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND.** Upon becoming effective, this Agreement shall inure to the benefit of and be binding upon City and Developer, their successors and assigns, and be a covenant running with the Property. The words "successors and assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the Property or any portion thereof or interest therein.
21. **NO WAIVER.** In the event City or Developer does not strictly comply with any of City's or Developer's, as applicable, obligations or duties herein thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by City or Developer to the other under this Agreement shall not in any manner nor in any way be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.
22. **RECORDATION.** This Agreement, including subsequent amendments thereto, shall be recorded in the Offices of the Canyon County Recorder, Caldwell, Idaho, by Developer and Developer shall pay the costs of recordation.
23. **PARTIAL INVALIDITY.** In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect.
24. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or such party's officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.
25. **NO PRESUMPTION.** No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
26. **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights.
27. **RULES OF CONSTRUCTION.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.
28. **CHOICE OF LAWS.** 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 Canyon County, Idaho.

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29. **EXHIBITS.** Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A - Legal Description of Annexation Property
- A-1 - Legal Description of Developer Property
- A-2 - Legal Description of Van Maanen Property
- A-3 - Legal Description of Quenzer Property
- B - Conceptual Development Plan
- C - Allowed and Conditional Land Uses
- D - Residential Standards
- E - East Canyon New Community - Area Calculations

30. **RECITALS INCORPORATED.** The recitals set forth in this Agreement are hereby incorporated herein by reference.

31. **AUTHORITY TO EXECUTE.** Each of the persons executing this Agreement represent and warrant that such person has the lawful authority and authorization from such person's respective entities to execute this Agreement, as well as all applications, plats and other documents required hereunder for and on behalf of the entity executing this Agreement.

32. **AGREEMENT SUBJECT TO.** This Agreement is subject to and shall become effective upon annexation of the Property with the conditions acceptable to City.

33. **RELIANCE BY THE CITY.** This Agreement is intended by Developer to be considered by City as part of Developer's request for annexation. Developer acknowledges and intends for City to consider and rely upon this Agreement in City's review and consideration of said annexation request.

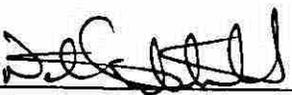
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

CITY:

DEVELOPER:

CITY OF STAR CITY
an Idaho municipal corporation

EAST CANYON LAND ACQUISITION
COMPANY, LLC,
an Idaho limited liability company

By: 
Nathan Mitchell, Mayor

By: CORINTHIAN LAND INVESTMENTS,
LLC, an Idaho limited liability company,
its Managing Member

By: 
Bruce Palmbaum, Managing Member

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boise@toengrco.com

EXHIBIT "A"
"EAST CANYON" – Preliminary Plat Description

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PARCEL 1

A parcel of land being a portion of Sections 1 and 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

BEGINNING at a found aluminum cap, marking the corner common to Sections 1 & 12, Township 4 North, Range 2 West, Boise Meridian and Sections 6 & 7, Township 4 North, Range 1 West, Boise Meridian, from which a found 5/8 inch rebar, marking the one-quarter corner common to said Sections 1 & 6, bears N.00°29'34"E., 2642.40 feet; thence, along the easterly line of said Section 12,

1. S.00°57'02"W., 1292.41 feet; thence, leaving said easterly line,
2. N.89°58'49"W., 1343.02 feet to the easterly line of the Northwest quarter of the Northeast quarter of Section 12; thence, along said easterly line,
3. N.00°53'22"E., 672.75 to found 5/8 inch rebar, marking the northeasterly corner of a parcel of land shown on Record of Survey, recorded as Instrument No. 200550837; thence along the northerly and westerly boundary of said record of survey the following courses:
 4. N.89°03'23"W., 46.43 feet to a found 5/8 inch rebar; thence,
 5. S.42°14'16"W., 295.11 feet to a found 5/8 inch rebar; thence,
 6. S.45°39'31"W., 285.37 feet to a found 5/8 inch rebar; thence,
 7. S.21°51'05"W., 140.48 feet to a found 5/8 inch rebar; thence,
 8. S.16°01'47"W., 129.82 feet to a found 5/8 inch rebar; thence,
 9. S.00°10'40"W., 30.16 feet to the southerly line of said Northwest quarter of the Northeast quarter of Section 12, marked by a found 5/8 inch rebar; thence, along said southerly line,
 10. N.89°58'49"W., 816.87 feet to a found 1/2 inch rebar, marking the northeast corner of the Southeast quarter of the Northwest quarter of Section 12; thence, along the easterly line of said Southeast quarter of the Northwest quarter
 11. S.00°50'36"W., 1318.67 feet to a found 5/8 inch rebar, marking the Southeast corner of said Southeast quarter of the Northwest quarter; thence, along the easterly line of the Northeast quarter of the Southwest quarter of said Section 12,
 12. S.00°50'19"W., 1284.19 feet to a point on a non-tangent curve on the northerly right-of-way line of State Highway 44, and a found 5/8 inch rebar; thence, along said northerly right-of-way line, the following courses:

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13. Northwesterly along said non-tangent curve to the left, having a radius of 11519.16 feet, an arc length of 710.81 feet, through a central angle of $03^{\circ}32'08''$, and a chord bearing and distance of $N.82^{\circ}58'29''W.$, 710.68 feet to a point which bears $S.87^{\circ}47'04''E.$, 1.14 feet from a found brass cap right-of-way monument; thence, along a line tangent from said curve,
14. $N.84^{\circ}44'33''W.$, 139.50 feet to the beginning of a tangent curve; thence,
15. Northwesterly along said curve to the right, having a radius of 6815.49 feet, an arc length of 953.37 feet, through a central angle of $08^{\circ}00'53''$, and a chord bearing and distance of $N.80^{\circ}44'06''W.$, 952.61 feet to a found 5/8 inch rebar, marking the southwest corner of a parcel of land shown on Record of Survey, recorded a Instrument No. 200668936; thence, leaving said northerly right-of-way line and following the westerly line, as shown on record of survey, the following courses:
 16. $N.01^{\circ}25'26''E.$, 404.88 feet to a found 1/2 inch rebar; thence,
 17. $N.88^{\circ}37'43''W.$, 257.12 feet; thence,
 18. $N.00^{\circ}56'07''E.$, 339.28 feet to a found 5/8 inch rebar; thence, along the easterly line of a parcel of land, shown on Record of Survey, recorded as Instrument No. 8618865 the following course:
 19. $N.02^{\circ}42'17''E.$, 285.48 feet to found 1/2 inch rebar, marking the southwest corner of the East-half of the Southwest quarter of the Northwest quarter of said Section 12; thence leaving said easterly line and following the westerly line of said East-half of the Southwest quarter of the Northwest quarter of said Section 12;
 20. $N.01^{\circ}21'45''E.$, 1319.46 feet to a found 5/8 inch rebar, marking the northwest corner of the said East-half of the Southwest quarter of the Northwest quarter; thence, along the northerly line of said East-half of the Southwest quarter of the Northwest quarter,
 21. $S.89^{\circ}50'54''E.$, 672.04 feet to found 5/8 inch rebar, marking the southwest corner of the Northeast quarter of the Northwest quarter of said Section 12; thence, along the westerly line of said Northeast quarter of the Northwest quarter,
 22. $N.01^{\circ}07'14''E.$, 1319.46 feet to a found 5/8 inch rebar, marking the northwest corner of said Northeast quarter of the Northwest quarter; thence, along the westerly line of the Southeast quarter of the Southwest quarter of said Section 1,
 23. $N.01^{\circ}08'56''E.$, 1321.75 feet to a found 5/8 inch rebar, marking the southwest corner of the Northeast quarter of the Southwest quarter of said Section 1; thence, along the southerly line of the Northwest quarter of the Southwest quarter of said Section 1,
 24. $N.89^{\circ}52'31''W.$, 1337.49 feet to a found 5/8 inch rebar, marking the southwest corner of said Northwest quarter of the Southwest quarter; thence, along the westerly line of said Southwest quarter,



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25. N.01°17'25"E., 60.00 feet to the southwesterly corner of a tract of land, shown as Parcel 1, of Record of Survey, recorded as Instrument No. 2001522251, from which a found 5/8 inch rebar bears S.07°08'53"W., 0.24 feet; thence, along the exterior boundary of Parcels 1, 2 and 3, of said record of survey, the following courses:
26. S.89°52'31"E., 1248.04 feet to a found 1/2 inch rebar; thence,
27. N.00°12'57"E., 534.11 feet; thence,
28. N.89°40'30"W., 451.20 feet; thence,
29. S.89°08'57"W., 165.45; thence,
30. N.88°15'57"W., 103.44 feet; thence,
31. N.86°58'09"W., 137.96 feet; thence,
32. N.86°30'41"W., 119.63 feet; thence,
33. N.83°03'21"W., 101.01 feet; thence,
34. N.72°43'24"W., 47.95 feet; thence,
35. N.56°59'36"W., 46.05 feet; thence,
36. N.45°18'24"W., 102.73 feet to a found P.K. nail & washer on the westerly line of the Southwest quarter of said Section 1; thence, along said westerly line of said Northwest quarter of the Southwest quarter,
37. N.01°17'25"E., 588.72 feet to a found 5/8 inch rebar, marking the northwest corner of said Northwest quarter of the Southwest quarter of said Section 1; thence, along the northerly line of said Southwest quarter of Section 1,
38. S.89°57'02"E., 2668.51 feet a found 5/8 inch rebar, marking the center of said Section 1; thence, along the longitudinal centerline of said Section 1,
39. S.01°00'40"W., 1308.71 feet to a found 5/8 inch rebar, marking a witness corner; thence, continuing,
40. S.01°00'40"W., 15.00 feet to the northwest corner of the Southwest quarter of the Southeast quarter of said Section 1; thence, along the northerly line thereof,
41. N.89°59'59"E., 1338.43 feet to a found 5/8 inch rebar, marking the northeast corner of said Southwest quarter of the Southeast quarter of said Section 1; thence, along the easterly line thereof,
42. S.00°45'08"W., 213.54 feet to a found 5/8 inch rebar, marking a witness corner; thence, continuing,
43. S.00°45'08"W., 88.00 feet the centerline of the Middleton Mill Canal; thence, along the centerline of said canal, the following courses

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- 44. S.29°21'49"E., 71.05 feet; thence,
- 45. S.40°31'32"E., 90.66 feet; thence,
- 46. N.89°20'07"E., 75.66 feet; thence,
- 47. N.56°45'17"E., 119.29 feet; thence,
- 48. S.88°18'52"E., 91.25 feet; thence,
- 49. S.69°00'58"E., 195.50 feet; thence,
- 50. S.77°07'06"E., 405.29 feet; thence,
- 51. N.83°12'50"E., 72.97 feet; thence,
- 52. N.69°02'28"E., 142.22 feet; thence,
- 53. N.80°14'03"E., 198.23 feet to the easterly line of said Southeast quarter of Section 1;
thence, along the east line thereof;
- 54. S.00°29'34"W., 885.17 feet to the **POINT OF BEGINNING**.

CONTAINING: 402.68 Gross acres, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of-way and Easements of record.

EXCEPTING THEREFROM

COMMENCING at a found aluminum cap, marking the corner common to Sections 1 & 12, Township 4 North, Range 2 West, Boise Meridian and Sections 6 & 7, Township 4 North, Range 1 West, Boise Meridian, from which a found 5/8 inch rebar, marking the one-quarter corner common to said Sections 1 & 6, bears N.00°29'34"E., 2642.40 feet; thence, along the southerly line of said Section 1,

- A) S.89°57'01"W., 1172.56' to the southwest corner of that certain parcel of land on Record of Survey Instrument No. 200411673, marked by a found 1/2 inch rebar marking the **POINT OF BEGINNING**; thence continuing,
 - 1) S.89°57'01"W., 171.87 to the southwest corner of the Southeast quarter of the Southeast quarter of said Section 1, marked by a found 5/8 inch rebar; thence, along the westerly line of the Northeast quarter of the Northeast quarter of said Section 12,
 - 2) S.00°53'22"W., 330.00 feet to a found 5/8 inch rebar, marking the southeast corner of the of the North 20 rods of the Northwest quarter of the Northeast quarter of said Section 12; thence along the southerly line of the said North 20 rods of the Northwest quarter of the Northeast quarter of said Section 12
 - 3) S.89°57'00"W., 614.80 feet to a found 5/8 inch rebar; thence, leaving said southerly line

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- 4) N.00°06'19"W., 621.84 feet to a found 5/8 inch rebar; thence,
- 5) N.89°57'01" E., 796.69 feet; thence,
- 6) S.00°44'15"W., 291.91 feet to the **POINT OF BEGINNING**.

CONTAINING: 10.00 acres, more or less.

PARCEL 1 CONTAINS A TOTAL OF: 392.68 acres, more or less.

PARCEL 2

A parcel of land being a portion of Sections 12 and 13 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a found 5/8 inch rebar, marking the Quarter corner common to Sections 12 and 13, Township 4 North, Range 2 West, Boise Meridian, from which a found 5/8 inch rebar, marking the Center quarter corner of Section 12, bears N.00°50'19"E., 2647.89 feet; thence, along the southerly line of the Southeast quarter of the Southwest quarter of Section 12,

- A) N.89°57'31"W., 67.44 feet to the **POINT OF BEGINNING**; thence, parallel with the easterly line of the Northeast quarter of the Northwest quarter of said Section 13,
 - 1) S.00°37'02"W., 1318.45 feet to a found 5/8 inch rebar, marking the southeast corner of said Northeast quarter of the Northwest quarter of said Section 13; thence, along the southerly line of said Northeast quarter of the Northwest quarter,
 - 2) N.89°57'24"W., 1284.02 feet to the southwest corner of said Northeast quarter of the Northwest quarter, from which a found 1/2 inch rebar, marking a witness corner, bears S.00°26'23"W., 2.00 feet; thence, along the westerly line of said Northeast quarter of the Northwest quarter,
 - 3) N.00°41'49"E., 1318.43 feet to a found 5/8 inch rebar, marking the northeast corner of said Northeast quarter of the Northwest quarter, thence, along the westerly line of the Southeast quarter of the Southwest quarter of said Section 12.
 - 4) N.00°45'08"E. 1324.90 feet to a found 5/8 inch rebar, marking the northwest corner of said Southeast quarter of the Southwest quarter of Section 12; thence, continuing along the westerly line of the Northeast quarter of the Southwest quarter of said Section 12,
 - 5) N.00°45'08"E., 81.73 to a point on a non-tangent curve on the southerly right-of-way line of State Highway "44" from which a found 5/8 inch rebar, bears S.12°55'01"E., 0.31 feet; thence, along said southerly right-of-way line the following courses:

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- 6) Southeasterly along said curve to the left, having a radius of 6935.49 feet, an arc length of 500.06 feet, through a central angle of $04^{\circ}07'52''$, and a chord bearing and distance of $S.82^{\circ}40'37''E.$, 499.95 feet to a point, from which a found $5/8$ inch rebar, bears $S.88^{\circ}21'32''E.$, 1.13 feet; thence, along a line tangent with said curve,
- 7) $S.84^{\circ}44'33''E.$, 139.50 feet to the beginning of a tangent curve, from which a found $5/8$ inch rebar bears $N.86^{\circ}25'19''E.$, 1.04 feet; thence,
- 8) Southeasterly along said curve to the right, having a radius of 11,399.16 feet, an arc length of 1224.22 feet, through a central angle of $06^{\circ}09'12''$, and a chord bearing and distance of $S.81^{\circ}39'57''E.$, 1223.65 feet to a point, from which a found $5/8$ inch rebar bears $N00^{\circ}50'49''W.$, 0.33'; thence, leaving said southerly right-of-way line,
- 9) $S.00^{\circ}50'49''W.$, 1084.83 feet to a found $5/8$ inch rebar; thence,
- 10) $N.89^{\circ}54'51''W.$, 565.26'; thence,
- 11) $S.00^{\circ}24'33''W.$, 69.70 feet to the **POINT OF BEGINNING**.

CONTAINING: 92.72 acres, more or less.

SUBJECT TO: All Rights, Rights-of-Way and Easements of record.

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EXHIBIT A-1
LEGAL DESCRIPTION OF DEVELOPER PROPERTY

TECHNICAL SUPPORT

A tract of land for annexation purposes situated in a portion of the South One Half of Section 1, a portion of Section 12, and a portion of the Northeast One Quarter of the Northwest One Quarter of Section 13, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and a portion of the Southwest One Quarter of the Southwest One Quarter of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Northeast Corner of said Section 12 on the centerline of Can-Ada Road and being the POINT OF BEGINNING;

Thence following the easterly line of said Section 12 and the centerline of said Can-Ada Road, South $00^{\circ}57'00''$ West a distance of 1,322.38 feet to a found 5/8-inch steel pin monumenting the North One Sixteenth Corner common to said Section 12 and Section 7, Township 4 North, Range 1 West, B.M.;

Thence leaving said easterly line and said centerline and following the southerly line of the North One Half of the Northeast One Quarter of said Section 12, North $89^{\circ}58'23''$ West a distance of 1343.06 feet to a found 5/8-inch steel pin monumenting the Northeast One Sixteenth Corner of said Section 12;

Thence following said southerly line North $89^{\circ}59'07''$ West a distance of 1342.92 feet to a found 1/2-inch steel pin monumenting the Center-North One Sixteenth Corner of said Section 12;

Thence leaving said southerly line and following the easterly line of the Southeast One Quarter of the Northwest One Quarter of said Section 12, South $00^{\circ}50'34''$ West a distance of 1,318.75 feet to a found 5/8-inch steel pin monumenting the Center One Quarter Corner of said Section 12;

Thence leaving said easterly line and following the easterly line of the Northeast One Quarter of the Southwest One Quarter of said Section 12, South $00^{\circ}50'41''$ West a distance of 1,344.85 feet to a point on the centerline of Idaho State Highway No. 44;

Thence following the centerline of said Highway No. 44, 504.06 feet following the arc of a non tangent curve to the right, said curve having a radius of 11,459.16 feet, a central angle of $02^{\circ}31'13''$, a chord bearing of South $79^{\circ}54'30''$ East and a chord distance of 504.01 feet to a point;

Thence leaving said centerline, South $00^{\circ}50'29''$ West a distance of 1,145.93 feet to a found 5/8-inch steel pin;

Thence North $89^{\circ}52'47''$ West a distance of 565.29 feet to a found 5/8-inch steel pin;

Thence South $00^{\circ}36'34''$ West a distance of 1,388.40 feet to a found 5/8-inch steel pin on the southerly line of the Northeast One Quarter of the Northwest One Quarter of said Section 13;

Thence following said southerly line, North $89^{\circ}56'54''$ West a distance of 1,283.98 feet to a point being the Northwest One Sixteenth Corner of said Section 13;

Thence leaving said southerly line and following the westerly line of said Northeast One Quarter of the Northwest One Quarter, North $00^{\circ}41'53''$ East a distance of 1,318.35 feet to a found 5/8-inch steel pin monumenting the West One Sixteenth Corner of said Sections 12 and 13;

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Thence leaving said westerly line and following the westerly line of the East One Half of the Southwest One Quarter of said Section 12, North $00^{\circ}45'13''$ East a distance of 1467.22 feet to a point on the centerline of said Idaho State Highway No. 44;

Thence leaving said westerly line and following the centerline of said Highway No. 44, 444.31 feet following the arc of a non tangent curve to the right, said curve having a radius of 6,875.49 feet, a central angle of $03^{\circ}42'09''$, a chord bearing of North $78^{\circ}41'20''$ West and a chord distance of 444.23 feet to a point;

Thence leaving said centerline, North $01^{\circ}24'33''$ East a distance of 466.27 feet to a found 1/2-inch steel pin;

Thence North $88^{\circ}36'16''$ West a distance of 257.12 feet to a found 5/8-inch steel pin on the westerly line of the East One Half of the Northwest One Quarter of the Southwest One Quarter of said Section 12;

Thence following said westerly line, North $00^{\circ}56'37''$ East a distance of 339.28 feet to a found 5/8-inch steel pin;

Thence continuing North $02^{\circ}42'01''$ East a distance of 285.44 feet to a found 5/8-inch steel pin monumenting the Northwest Corner of said East One Half of the Northwest One Quarter of the Southwest One Quarter;

Thence leaving said westerly line and following the westerly line of the East One Half of the Southwest One Quarter of the Northwest One Quarter of said Section 12, North $01^{\circ}21'43''$ East a distance of 1,319.37 feet to a found 5/8-inch steel pin monumenting the Northwest Corner of said East One Half of the Southwest One Quarter of the Northwest One Quarter;

Thence leaving said westerly line and following the southerly line of the Northwest One Quarter of the Northwest One Quarter of said Section 12, South $89^{\circ}51'09''$ East a distance of 672.00 feet to a found 5/8-inch steel pin monumenting the Center-West One Sixteenth Corner of said Section 12;

Thence leaving said southerly line and following the westerly line of the Northeast One Quarter of the Northwest One Quarter of said Section 12, North $01^{\circ}07'36''$ East a distance of 1319.45 feet to a found 5/8-inch steel pin monumenting the West One Sixteenth Corner of Sections 1 and 12;

Thence leaving said westerly line and following the westerly line of the Southeast One Quarter of the Southwest One Quarter of said Section 1, North $01^{\circ}08'58''$ East a distance of 1,321.84 feet to a 5/8-inch steel pin monumenting the Southwest One Sixteenth Corner of said Section 1;

Thence leaving said westerly line and following the southerly line of the Northwest One Quarter of the Southwest One Quarter of said Section 1, North $89^{\circ}52'55''$ West a distance of 1,337.56 feet to a found 5/8-inch steel pin monumenting the South One Sixteenth Corner of said Sections 1 and 2 on the centerline of Blessinger Road;

Thence leaving said southerly line and following the westerly line of said Section 1 and said centerline, North $01^{\circ}17'21''$ East a distance of 60.01 feet to a found 5/8-inch steel pin;

Thence leaving said westerly line and said centerline, South $89^{\circ}52'55''$ East a distance of 1,248.01 feet to a found 1/2-inch steel pin;

Thence North $00^{\circ}12'51''$ East a distance of 534.13 feet to a point in the centerline of the Middleton Slough;

Thence following the centerline of said Middleton Slough the following nine courses
North $89^{\circ}40'36''$ West a distance of 451.20 feet to a point;

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South 89°07'51" West a distance of 165.45 feet to a point;
North 86°58'15" West a distance of 139.83 feet to a point;
North 88°16'03" West a distance of 101.56 feet to a point;
North 86°30'03" West a distance of 119.63 feet to a point;
North 83°02'43" West a distance of 101.01 feet to a point;
North 72°42'46" West a distance of 47.95 feet to a point;
North 56°58'58" West a distance of 46.05 feet to a point;
North 45°20'18" West a distance of 102.64 feet to a pk nail and brass washer on
the westerly line of said Section 1 and the centerline of Blessinger Road;

Thence leaving said Middleton Slough centerline and following said westerly line and the
centerline of said Blessinger Road, North 01°17'21" East a distance of 588.63 feet to a
found 5/8-inch steel pin monumenting the West One Quarter Corner of said Section 1;
Thence leaving said westerly line and centerline and following the northerly line of the
Southwest One Quarter of said Section 1, South 89°56'57" East a distance of 2,668.47
feet to a found 5/8-inch steel pin monumenting the Center One Quarter Corner of said
Section 1;

Thence leaving said northerly line and following the easterly line of said Southwest One
Quarter, South 01°00'43" West a distance of 1,323.74 feet to a point being the
Center-South One Sixteenth Corner of said Section 1;

Thence leaving said easterly line and following the northerly line of the Southwest One
Quarter of the Southeast One Quarter of said Section 1, North 89°59'56" East a distance
of 1,338.44 feet to a found 5/8-inch steel pin monumenting the Southeast One Sixteenth
Corner of said Section 1;

Thence leaving said northerly line and following the easterly line of said Southwest One
Quarter of the Southeast One Quarter, South 00°45'12" West a distance of 301.50 feet to
a point on the centerline of the Middleton Slough;

Thence leaving said easterly line and following the centerline of the Middleton Slough the
following eleven courses:

South 28°59'31" East a distance of 68.80 feet to a point;
South 40°03'08" East a distance of 90.66 feet to a point;
North 89°25'15" East a distance of 75.86 feet to a point;
North 56°50'25" East a distance of 119.29 feet to a point;
South 88°13'44" East a distance of 91.25 feet to a point;
South 68°55'50" East a distance of 195.50 feet to a point;
South 77°01'58" East a distance of 405.29 feet to a point;
North 83°17'58" East a distance of 72.97 feet to a point;
North 69°07'36" East a distance of 144.22 feet to a point;
North 80°19'11" East a distance of 198.23 feet to a point on the easterly line of
said Section 1;

Thence continuing North 80°19'11" East a distance of 15.82 feet to a point on the
physical centerline of Can-Ada Road;

Thence leaving the centerline of said Middleton Slough and following the physical
centerline of said Can-Ada Road, South 01°29'56" West a distance of 888.20 feet to the
POINT OF BEGINNING.

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EXCEPTING THEREFROM:

PARCEL 1:

The South sixty rods in width of the Northwest quarter of the Northeast quarter, and the South sixty rods in width of the Northeast quarter of the Northwest quarter. all in Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 2:

Right of way for road purposes 18 feet wide over and across the Southerly side of the Northeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, more particularly described as Beginning 12 feet North of the Southwest corner of said Northeast quarter of the Northeast quarter; thence

East 1320 feet to a point 12 feet North of the Southeast corner of said quarter; thence
North 18 feet; thence
West 1320 feet; thence
South 18 feet.

ALSO EXCEPTING THEREFROM:

A parcel of land being a portion of Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a found aluminum cap, marking the corner common to Sections 1 & 12, Township 4 North, Range 2 West, Boise Meridian and Sections 6 & 7, Township 4 North, Range 1 West, Boise Meridian, from which a found 5/8 inch rebar, marking the quarter corner common to said Sections 1 & 12, bears N.00°29'34"E., 2642.40 feet; thence, along the easterly line of said Section 12,

- A) S.00°57'02"W., 1322.41 feet to a found 5/8 inch rebar, marking the southeast corner of the Northeast quarter of the Northeast quarter of Section 12; thence, along the southerly line of said Northeast quarter of the Northeast quarter;
- B) N.89°58'49"W., 1342.99 feet to a found 5/8" rebar, marking the southeast corner of the Northwest quarter of the Northeast quarter of Section 12 and the **POINT OF BEGINNING**; thence, along the easterly line of said Northwest quarter of the Northeast quarter;
- C) N.00°53'22"E., 702.76 feet to found 5/8 inch rebar; thence, leaving said easterly line,
- D) N.89°03'23"W., 46.43 feet to a found 5/8 inch rebar; thence,
- E) S.42°14'16"W., 295.11 feet to a found 5/8 inch rebar; thence,
- F) S.45°39'31"W., 285.37 feet to a found 5/8 inch rebar; thence,
- G) S.21°51'05"W., 140.48 feet to a found 5/8 inch rebar; thence,
- H) S.16°01'47"W., 129.82 feet to a found 5/8 inch rebar; thence,
- I) S00°10'40"W., 30.16 feet to the southerly line of said Northwest quarter of the Northeast quarter of Section 12, marked by a found 5/8 inch rebar; thence, along said southerly line,

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J) S.89°58'49"E., 526.21 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

This parcel is the Southeast Quarter of the Southwest Quarter and a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 1 and a portion of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of said Section 1; thence
South 89° 25' 00" West along the South boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 1172.66 feet; thence
North 00° 13' 09" East parallel with the West boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 291.95 feet; thence
South 89° 25' 00" West parallel with the South boundary of said Southwest Quarter of the Southeast Quarter of Section 1 a distance of 796.64 feet; thence
South 00° 38' 17" East a distance of 291.93 feet to a point on the North boundary of said Northwest Quarter of said Northeast Quarter of Section 12; thence continuing
South 00° 38' 17" East a distance of 330.00 feet; thence
South 89° 25' 00" West parallel with the North boundary of said Northwest Quarter of the Northeast Quarter of Section 12 a distance of 729.31 feet to a point on the East boundary of said Northeast Quarter of the Northwest Quarter of Section 12 which lies
South 00° 18' 17" West a distance of 330.00 feet from the Northeast corner of said Northeast Quarter of the Northwest Quarter of Section 12; thence
South 89° 36' 45" West parallel with the North boundary of said Northeast Quarter of the Northwest Quarter a distance of 1342.21 feet to a point on the West boundary of said Northeast Quarter of the Northwest Quarter; thence
North 00° 35' 30" East along said West boundary a distance of 330.00 feet to the Southwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence
North 00° 36' 56" East along the West boundary of said Southeast Quarter of the Southwest Quarter a distance of 1321.78 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence
North 89° 31' 56" East along the North boundary of said Southeast Quarter of the Southwest Quarter a distance of 1337.38 feet to the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 1; thence
North 89° 27' 53" East along the North boundary of said Southwest Quarter of the Southeast Quarter a distance of 1338.44 feet to the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence
South 00° 13' 09" West along the East boundary of said Southwest Quarter of the Southeast Quarter a distance of 301.50 feet to a point on the centerline of the Middleton Slough as shown on Record of Survey Instrument No. 9105556; thence traversing said centerline as follows:
South 29° 07' 58" East a distance of 69.10 feet (of record 62.25 feet);
South 40° 58' 11" East a distance of 90.66 feet;
North 88° 53' 12" East a distance of 75.66 feet;
North 56° 18' 22" East a distance of 44.61 feet;

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North 56° 18' 22" East a distance of 74.68 feet;
South 88° 45' 47" East a distance of 91.25 feet;
South 69° 27' 53" East a distance of 195.50 feet;
South 77° 34' 01" East a distance of 405.29 feet;
North 82° 45' 55" East a distance of 72.97 feet;
North 68° 35' 33" East a distance of 144.22 feet;
North 79° 47' 08" East a distance of 198.23 feet to a point on the East boundary of said Southeast Quarter of the Southeast Quarter of Section 1; thence leaving said centerline and bearing South 00° 02' 23" East along said East boundary a distance of 885.17 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A parcel of land being a portion of the Southeast quarter of Section 1, Township 4 North, Range 2 West, Boise Meridian, and a portion of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a found aluminum cap, marking the corner common to Sections 1 & 12, Township 4 North, Range 2 West, Boise Meridian and Sections 6 & 7, Township 4 North, Range 1 West, Boise Meridian, from which a found 5/8 inch rebar, marking the quarter corner common to said Sections 1 & 12, bears N.00°29'34"E., 2642.40 feet; thence, along the line common to said Sections 1 and 12,

- A) S.89°57'01"E., 1172.56 feet to the **POINT OF BEGINNING**; thence, continuing along said northerly line;
- B) S.89°57'01"W., 171.87 feet to a found 5/8 inch rebar, marking the northeast corner of the Northwest quarter of the Northeast quarter of Section 12; thence, along the easterly line thereof,
- C) S.00°53'22"W., 330.00 to a found 5/8 inch rebar, marking southeast corner of the North 20 rods of the Northwest quarter of the Northeast quarter of Section 12; thence, along the southerly line of said North 20 rods of the Northwest quarter of the Northeast quarter of Section 12,
- D) S.89°57'00"W., 614.80 feet to a found 5/8 inch rebar; thence, leaving said southerly line,
- E) N.00°06'19"W., 621.84 feet to a found 5/8 inch rebar; thence,
- F) N.89°57'01"E., 796.69 feet; thence
- G) S.00°44'15"W., 291.91 feet to the **POINT OF BEGINNING**.

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**EXHIBIT A-2
LEGAL DESCRIPTION OF VAN MAANEN PROPERTY**

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PARCEL 1:

The South sixty rods in width of the Northwest quarter of the Northeast quarter, and the South sixty rods in width of the Northeast quarter of the Northwest quarter. all in Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 2:

Right of way for road purposes 18 feet wide over and across the Southerly side of the Northeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, more particularly described as Beginning 12 feet North of the Southwest corner of said Northeast quarter of the Northeast quarter; thence

East 1320 feet to a point 12 feet North of the Southeast corner of said quarter; thence
North 18 feet; thence
West 1320 feet; thence
South 18 feet.

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TECHNICAL SUPPORT

EXHIBIT A-3
LEGAL DESCRIPTION OF QUENZER PROPERTY

This parcel is the Southeast Quarter of the Southwest Quarter and a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 1 and a portion of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of said Section 1; thence
South 89° 25' 00" West along the South boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 1172.66 feet; thence
North 00° 13' 09" East parallel with the West boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 291.95 feet; thence
South 89° 25' 00" West parallel with the South boundary of said Southwest Quarter of the Southeast Quarter of Section 1 a distance of 796.64 feet; thence
South 00° 38' 17" East a distance of 291.93 feet to a point on the North boundary of said Northwest Quarter of said Northeast Quarter of Section 12; thence continuing
South 00° 38' 17" East a distance of 330.00 feet; thence
South 89° 25' 00" West parallel with the North boundary of said Northwest Quarter of the Northeast Quarter of Section 12 a distance of 729.31 feet to a point on the East boundary of said Northeast Quarter of the Northwest Quarter of Section 12 which lies
South 00° 18' 17" West a distance of 330.00 feet from the Northeast corner of said Northeast Quarter of the Northwest Quarter of Section 12; thence
South 89° 36' 45" West parallel with the North boundary of said Northeast Quarter of the Northwest Quarter a distance of 1342.21 feet to a point on the West boundary of said Northeast Quarter of the Northwest Quarter; thence
North 00° 35' 30" East along said West boundary a distance of 330.00 feet to the Southwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence
North 00° 36' 56" East along the West boundary of said Southeast Quarter of the Southwest Quarter a distance of 1321.78 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence
North 89° 31' 56" East along the North boundary of said Southeast Quarter of the Southwest Quarter a distance of 1337.38 feet to the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 1; thence
North 89° 27' 53" East along the North boundary of said Southwest Quarter of the Southeast Quarter a distance of 1338.44 feet to the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence
South 00° 13' 09" West along the East boundary of said Southwest Quarter of the Southeast Quarter a distance of 301.50 feet to a point on the centerline of the Middleton Slough as shown on Record of Survey Instrument No. 9105556; thence traversing said centerline as follows:
South 29° 07' 58" East a distance of 69.10 feet (of record 62.25 feet);
South 40° 58' 11" East a distance of 90.66 feet;
North 88° 53' 12" East a distance of 75.66 feet;
North 56° 18' 22" East a distance of 44.61 feet;
North 56° 18' 22" East a distance of 74.68 feet;
South 88° 45' 47" East a distance of 91.25 feet;

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(5A)

South 69° 27' 53" East a distance of 195.50 feet;
South 77° 34' 01" East a distance of 405.29 feet;
North 82° 45' 55" East a distance of 72.97 feet;
North 68° 35' 33" East a distance of 144.22 feet;
North 79° 47' 08" East a distance of 198.23 feet to a point on the East boundary of said Southeast Quarter of the Southeast Quarter of Section 1; thence leaving said centerline and bearing South 00° 02' 23" East along said East boundary a distance of 885.17 feet to the POINT OF BEGINNING.

EXHIBIT B

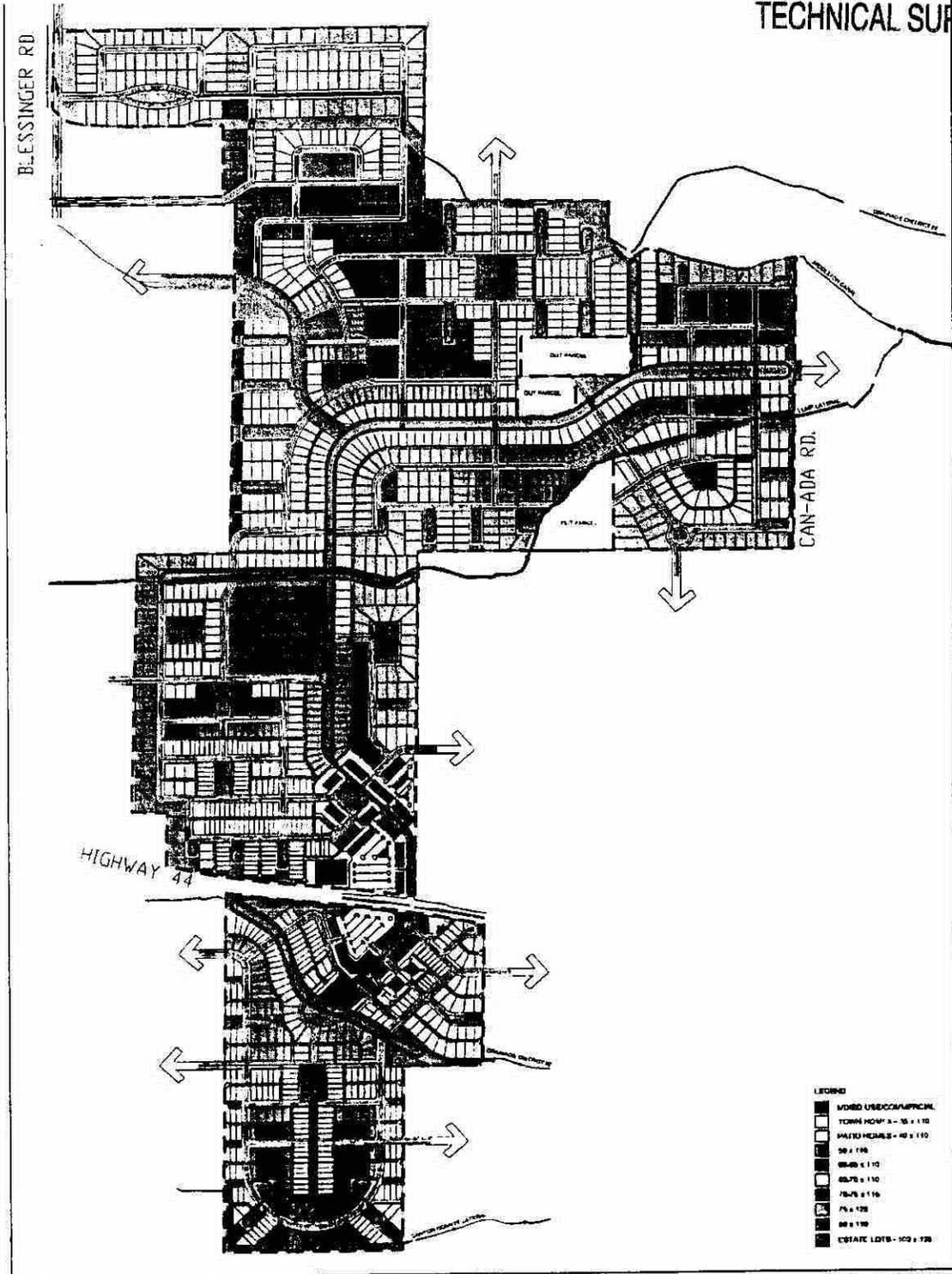
CONCEPTUAL DEVELOPMENT PLAN

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EAST CANYON NEW COMMUNITY STARBUCK COUNTY, IDAHO
CONCEPTUAL HOMES

EAST CANYON BASE MAP
[Logo]

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**EXHIBIT C
ALLOWED AND CONDITIONAL LAND USES**

LAND USES	MU DISTRICTS
Accessory Structure	C
Accessory Uses	C
Adult Business	N
Agricultural and Forest	N
Airport /Airstrip	N
Apartment House	C
Arts Studio	C
Asphalt Plant	N
Automotive Fuel Station	C
Automotive Hobby	P
Automotive Repair Facility	C
Automotive Sales	N
Automotive Washing Facility	C
Automotive Wrecking Yard	N
Bakery Plant (wholesale)	N
Banks/Financial Institutions	C
Bar, Brew-Pub	C
Barber Shop/Styling Salon	P
Bed and Breakfast	C
Beverage Bottling Plant	N
Billboard Manufacturing Plant	N

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LAND USES	MU DISTRICTS
Boarding House	C
Building Supply Outlet	N
Cement or Clay Products Manufacturing	C
Cemetery	N
Chemical Manufacturing Plant and Storage	N
Child Care - Family Day Care	P
Child Care - Group Day Care	C
Child Care - Day Care Center	C
Church	C
Club or Lodge	C
Commercial Mining	N
Concrete Batch Plant	N
Condominium	C
Contractors Yard	N
Convenience Store	C
Dairy Farm	N
Dairy Products Processing Plant	N
Drive-up Window Service	C
Drug Store	P
Dwelling, Multi-family	C
Dwelling, Single-family	C
Dwelling, Two-family	C

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TECHNICAL SUPPORT

LAND USES	MU DISTRICTS
Entertainment Facility (indoor)	C
Entertainment Facility (outdoor)	N
Fabrication Shop	N
Farm	N
Feed Lot and Stockyard	N
Fireworks Stands	N
Food Processing Plant	N
Food Stand	C
Furniture Manufacturing Plant	N
Golf Course, Golf Driving Range	N
Government Office	P
Grain Storage	N
Greenhouse	N
Heliport	N
Home Occupation	P
Hospital	C
Hotel	C
Ice Manufacturing Plant, Cold Storage	N
Kennel	N
Laboratory; Medical, Dental, Optical	P
Lagoon	N
Laundromat	C

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TECHNICAL SUPPORT

LAND USES	MU DISTRICTS
Laundry	N
Library	P
Manufactured Home (single unit)	C
Manufactured Home Manufacturing Plant	N
Manufactured Home Park	N
Massage Spa	C
Medical Clinic	C
Monument Works	N
Mortuary	C
Motel	C
Museum	P
Newspaper	C
Nursery, Plants	N
Nursing Home/Retirement Home	C
Office Security Facility	C
Park	C
Parking Lot, Parking Garage	C
Petroleum Storage Yard	N
Photographic Studio	P
Planned Unit Development	C
Ponds	C
Professional Offices	P

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LAND USES	MU DISTRICTS
Public Service Facility	C
Public Utility Yard	N
Radio Station	P
Recycling Operation	N
Rendering Plant	N
Research Activities	C
Restaurant	P
Retail Sales and Services	P
Roadside Stand (temporary)	N
Sand or Gravel Yard	N
School	C
Service Building	C
Shooting Range	N
Shopping Center	C
Signs	P
Slaughter House, Meat Packing Plant	N
Small Engine Repair Shop	C
Stable	N
Storage Facility	C
Swimming Pool Commercial	C
Swimming Pool Private	P
Television Station	P

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LAND USES	MU DISTRICTS
Terminal Yard, Trucking	N
Tower	N
Turf Farm	N
Veterinary Animal Hospital or Clinic	C
Vineyard	N
Warehousing, Wholesaling Plant	N
Winery	N
Wood Processing Plant	N
Woodworking Shop	N
Wrecking Yard	N

**EXHIBIT D
RESIDENTIAL STANDARDS**

Lot Size (approximate)	Townhomes Lot-1	Lot-2	Lot-3	Lot-4	Lot-5	Lot-6	Lot-7	Notes
Interior	<4,000 SF	4,000-5,000 SF	5,000-6,000 SF	6,000-7,000 SF	7,000-8,000 SF	8,000-8,700 SF	8,700-29,000+ SF	
Lot Coverage	90%	75%	70%	70%	70%	70%	70%	
Setbacks								
Front (interior lot)	H=15' G=15'	H=15' G=20'	H=15' G=20'	H=15' G=20'	H=15' G=20'	H=15' G=20'	H=15' G=20'	H=Living Area or Side Loaded Garage
Front (street corner lot)	15'	15'	15'	15'	15'	15'	15'	
Side – Interior	N/A 0	5'	5'	5'	5'	5'	5'	Side Yard Set back= 5' For ALL Houses, 1 or 2 Story
Side – Street	5'	10'	15'	15'	15'	15'	15'	
Rear	G=10' H=15'	G=10' H=15'	G=10' H=15'	G=10' H=15'	G=10' H=15'	G=10' H=15'	G=10' H=15'	

G=Garage H=House

G= Garage with Garage Door that faces the main access street

H= Any living area of the dwelling as well as side loaded Garages. This allows side loaded garages to be considered as the living area or dwelling unit and regulated under the 10' front setback rather than the 20' garage set back.

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**EXHIBIT E
EAST CANYON NEW COMMUNITY-AREA CALCULATIONS**

Product	Total Maximum Number of Units	% Variation From Map Approved by City Council on November 14, 2006 (Max variation allowed of ±5%)
Mixed Use/Commercial	5-10% of Acreage 24-49 Acres	24 - 49 Acres
Town Homes <4,000 SF Lots (Lot-1)	125	-5%
Patio Homes 4,000-5,000 SF Lots (Lot-2)	161	-5%
5,000-6,000 SF Lots (Lot-3)	229	1%
6,000-7,000 SF Lots (Lot-4)	127	0%
7,000-8,000 SF Lots (Lot-5)	515	-5%
8,000-8,700 SF Lots (Lot-6)	106	-5%
8,700K-29K SF Estate (Lots-7)	237	-5%
Open Space/Common	12-17% of Total Acreage 58-83 Acres	58 - 83 Acres
Total Single Family Units (Not to exceed 1,500 Single Family Residential Lots)	1,500	
Total Acres	± 486	

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REQUEST
TYPE: *City of St...*

WILLIAM C. GIBSON
CANYON SPRING CORPORATION
BY *William C. Gibson*

After Recording
Return to:

City of Star
10769 W. State
PO Box 130
Star, ID 83669

FOR RECORDING INFORMATION

AFFIDAVIT OF CONSENT TO DEVELOPMENT AGREEMENT
(City of Star/Corinthian Homes)
(Star City Code Chapter 10)

STATE OF IDAHO)
) ss.
County of Ada)

I, BRUCE PALMBAUM, first being sworn, depose and state as follows:

1. I am over 18 years of age, know the contents hereof and am competent to testify thereto if called upon to do so.

2. Corinthian Land Investments, LLC ("**Corinthian**") is a limited liability company duly organized and existing under the laws of the State of Idaho and qualified to do business in the State of Idaho. Corinthian is the Managing Member of East Canyon Land Acquisition Company, LLC, a limited liability company ("**East Canyon**") duly organized and existing under the laws of the State of Idaho and qualified to do business in the State of Idaho.

3. I am authorized to execute this document on behalf of East Canyon.

4. East Canyon owns certain real property located in Canyon County, Idaho, consisting of approximately 310.7 acres, more or less, legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

5. East Canyon hereby consents to submit the Property to that certain Annexation and Development Agreement between East Canyon and the City of Star, which Development Agreement is recorded or to be recorded in the Official Records of Canyon County, Idaho.

Further, Affiant sayeth not.

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DATED this 14 day of November, 2006.

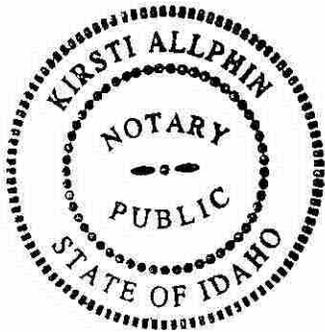
EAST CANYON LAND ACQUISITION COMPANY, LLC,
an Idaho limited liability company

By: Corinthian Land Investments, LLC,
an Idaho limited liability company,
its Managing Member

By: [Signature]
Bruce Palmbaum, Managing Member

STATE OF IDAHO)
County of Ada) ss.

On this 14 day of November, 2006, before me, a Notary Public in and for said State, personally appeared Bruce Palmbaum, known or identified to me to be a Managing Member of Corinthian Land Investments, LLC, the Managing Member of East Canyon Land Acquisition Company, LLC, an Idaho limited liability, the limited liability company that executed the within 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.



[Signature]
NOTARY PUBLIC for IDAHO
Residing at Nampa, ID
Commission expires 6.15.10

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A tract of land for annexation purposes situated in a portion of the South One Half of Section 1, a portion of Section 12, and a portion of the Northeast One Quarter of the Northwest One Quarter of Section 13, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and a portion of the Southwest One Quarter of the Southwest One Quarter of Section 6, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found aluminum cap monumenting the Northeast Corner of said Section 12 on the centerline of Can-Ada Road and being the POINT OF BEGINNING;

Thence following the easterly line of said Section 12 and the centerline of said Can-Ada Road, South $00^{\circ}57'00''$ West a distance of 1,322.38 feet to a found 5/8-inch steel pin monumenting the North One Sixteenth Corner common to said Section 12 and Section 7, Township 4 North, Range 1 West, B.M.;

Thence leaving said easterly line and said centerline and following the southerly line of the North One Half of the Northeast One Quarter of said Section 12, North $89^{\circ}58'23''$ West a distance of 1343.06 feet to a found 5/8-inch steel pin monumenting the Northeast One Sixteenth Corner of said Section 12;

Thence following said southerly line North $89^{\circ}59'07''$ West a distance of 1342.92 feet to a found 1/2-inch steel pin monumenting the Center-North One Sixteenth Corner of said Section 12;

Thence leaving said southerly line and following the easterly line of the Southeast One Quarter of the Northwest One Quarter of said Section 12, South $00^{\circ}50'34''$ West a distance of 1,318.75 feet to a found 5/8-inch steel pin monumenting the Center One Quarter Corner of said Section 12;

Thence leaving said easterly line and following the easterly line of the Northeast One Quarter of the Southwest One Quarter of said Section 12, South $00^{\circ}50'41''$ West a distance of 1,344.85 feet to a point on the centerline of Idaho State Highway No. 44;

Thence following the centerline of said Highway No. 44, 504.06 feet following the arc of a non tangent curve to the right, said curve having a radius of 11,459.16 feet, a central angle of $02^{\circ}31'13''$, a chord bearing of South $79^{\circ}54'30''$ East and a chord distance of 504.01 feet to a point;

Thence leaving said centerline, South $00^{\circ}50'29''$ West a distance of 1,145.93 feet to a found 5/8-inch steel pin;

Thence North $89^{\circ}52'47''$ West a distance of 565.29 feet to a found 5/8-inch steel pin;

Thence South $00^{\circ}36'34''$ West a distance of 1,388.40 feet to a found 5/8-inch steel pin on the southerly line of the Northeast One Quarter of the Northwest One Quarter of said Section 13;

Thence following said southerly line, North $89^{\circ}56'54''$ West a distance of 1,283.98 feet to a point being the Northwest One Sixteenth Corner of said Section 13;

Thence leaving said southerly line and following the westerly line of said Northeast One Quarter of the Northwest One Quarter, North $00^{\circ}41'53''$ East a distance of 1,318.35 feet to a found 5/8-inch steel pin monumenting the West One Sixteenth Corner of said Sections 12 and 13;

Thence leaving said westerly line and following the westerly line of the East One Half of the Southwest One Quarter of said Section 12, North $00^{\circ}45'13''$ East a distance of 1467.22 feet to a point on the centerline of said Idaho State Highway No. 44;

Thence leaving said westerly line and following the centerline of said Highway No. 44, 444.31 feet following the arc of a non tangent curve to the right, said curve having a radius of 6,875.49 feet, a central angle of $03^{\circ}42'09''$, a chord bearing of North $78^{\circ}41'20''$ West and a chord distance of 444.23 feet to a point;

Thence leaving said centerline, North 01°24'33" East a distance of 466.27 feet to a found 1/2-inch steel pin;

Thence North 88°36'16" West a distance of 257.12 feet to a found 5/8-inch steel pin on the westerly line of the East One Half of the Northwest One Quarter of the Southwest One Quarter of said Section 12;

Thence following said westerly line, North 00°56'37" East a distance of 339.28 feet to a found 5/8-inch steel pin;

Thence continuing North 02°42'01" East a distance of 285.44 feet to a found 5/8-inch steel pin monumenting the Northwest Corner of said East One Half of the Northwest One Quarter of the Southwest One Quarter;

Thence leaving said westerly line and following the westerly line of the East One Half of the Southwest One Quarter of the Northwest One Quarter of said Section 12, North 01°21'43" East a distance of 1,319.37 feet to a found 5/8-inch steel pin monumenting the Northwest Corner of said East One Half of the Southwest One Quarter of the Northwest One Quarter;

Thence leaving said westerly line and following the southerly line of the Northwest One Quarter of the Northwest One Quarter of said Section 12, South 89°51'09" East a distance of 672.00 feet to a found 5/8-inch steel pin monumenting the Center-West One Sixteenth Corner of said Section 12;

Thence leaving said southerly line and following the westerly line of the Northeast One Quarter of the Northwest One Quarter of said Section 12, North 01°07'36" East a distance of 1319.45 feet to a found 5/8-inch steel pin monumenting the West One Sixteenth Corner of Sections 1 and 12;

Thence leaving said westerly line and following the westerly line of the Southeast One Quarter of the Southwest One Quarter of said Section 1, North 01°08'58" East a distance of 1,321.84 feet to a 5/8-inch steel pin monumenting the Southwest One Sixteenth Corner of said Section 1;

Thence leaving said westerly line and following the southerly line of the Northwest One Quarter of the Southwest One Quarter of said Section 1, North 89°52'55" West a distance of 1,337.56 feet to a found 5/8-inch steel pin monumenting the South One Sixteenth Corner of said Sections 1 and 2 on the centerline of Blessinger Road;

Thence leaving said southerly line and following the westerly line of said Section 1 and said centerline, North 01°17'21" East a distance of 60.01 feet to a found 5/8-inch steel pin;

Thence leaving said westerly line and said centerline, South 89°52'55" East a distance of 1,248.01 feet to a found 1/2-inch steel pin;

Thence North 00°12'51" East a distance of 534.13 feet to a point in the centerline of the Middleton Slough;

Thence following the centerline of said Middleton Slough the following nine courses

- North 89°40'36" West a distance of 451.20 feet to a point;
- South 89°07'51" West a distance of 165.45 feet to a point;
- North 86°58'15" West a distance of 139.83 feet to a point;
- North 88°16'03" West a distance of 101.56 feet to a point;
- North 86°30'03" West a distance of 119.63 feet to a point;
- North 83°02'43" West a distance of 101.01 feet to a point;
- North 72°42'46" West a distance of 47.95 feet to a point;
- North 56°58'58" West a distance of 46.05 feet to a point;
- North 45°20'18" West a distance of 102.64 feet to a pk nail and brass washer on the westerly line of said Section 1 and the centerline of Blessinger Road;

Thence leaving said Middleton Slough centerline and following said westerly line and the centerline of said Blessinger Road, North 01°17'21" East a distance of 588.63 feet to a found 5/8-inch steel pin monumenting the West One Quarter Corner of said Section 1;

Thence leaving said westerly line and centerline and following the northerly line of the Southwest One Quarter of said Section 1, South 89°56'57" East a distance of 2,668.47 feet to a found 5/8-inch steel pin monumenting the Center One Quarter Corner of said Section 1;

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Thence leaving said northerly line and following the easterly line of said Southwest One Quarter, South 01°00'43" West a distance of 1,323.74 feet to a point being the Center-South One Sixteenth Corner of said Section 1;

Thence leaving said easterly line and following the northerly line of the Southwest One Quarter of the Southeast One Quarter of said Section 1, North 89°59'56" East a distance of 1,338.44 feet to a found 5/8-inch steel pin monumenting the Southeast One Sixteenth Corner of said Section 1;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of the Southeast One Quarter, South 00°45'12" West a distance of 301.50 feet to a point on the centerline of the Middleton Slough;

Thence leaving said easterly line and following the centerline of the Middleton Slough the following eleven courses:

South 28°59'31" East a distance of 68.80 feet to a point;

South 40°03'08" East a distance of 90.66 feet to a point;

North 89°25'15" East a distance of 75.86 feet to a point;

North 56°50'25" East a distance of 119.29 feet to a point;

South 88°13'44" East a distance of 91.25 feet to a point;

South 68°55'50" East a distance of 195.50 feet to a point;

South 77°01'58" East a distance of 405.29 feet to a point;

North 83°17'58" East a distance of 72.97 feet to a point;

North 69°07'36" East a distance of 144.22 feet to a point;

North 80°19'11" East a distance of 198.23 feet to a point on the easterly line of said Section 1;

Thence continuing North 80°19'11" East a distance of 15.82 feet to a point on the physical centerline of Can-Ada Road;

Thence leaving the centerline of said Middleton Slough and following the physical centerline of said Can-Ada Road, South 01°29'56" West a distance of 888.20 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

PARCEL 1:

The South sixty rods in width of the Northwest quarter of the Northeast quarter, and the South sixty rods in width of the Northeast quarter of the Northwest quarter. all in Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 2:

Right of way for road purposes 18 feet wide over and across the Southerly side of the Northeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, more particularly described as Beginning 12 feet North of the Southwest corner of said Northeast quarter of the Northeast quarter; thence

East 1320 feet to a point 12 feet North of the Southeast corner of said quarter; thence

North 18 feet; thence

West 1320 feet; thence

South 18 feet.

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TECHNICAL SUPPORT

ALSO EXCEPTING THEREFROM:

A parcel of land being a portion of Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

EXHIBIT A

COMMENCING at a found aluminum cap, marking the corner common to Sections 1 & 12, Township 4 North, Range 2 West, Boise Meridian and Sections 6 & 7, Township 4 North, Range 1 West, Boise Meridian, from which a found 5/8 inch rebar, marking the quarter corner common to said Sections 1 & 12, bears N.00°29'34"E., 2642.40 feet; thence, along the easterly line of said Section 12,

- A) S.00°57'02"W., 1322.41 feet to a found 5/8 inch rebar, marking the southeast corner of the Northeast quarter of the Northeast quarter of Section 12; thence, along the southerly line of said Northeast quarter of the Northeast quarter;
- B) N.89°58'49"W., 1342.99 feet to a found 5/8" rebar, marking the southeast corner of the Northwest quarter of the Northeast quarter of Section 12 and the POINT OF BEGINNING; thence, along the easterly line of said Northwest quarter of the Northeast quarter;
- A) N.00°53'22"E., 702.76 feet to found 5/8 inch rebar; thence, leaving said easterly line,
- B) N.89°03'23"W., 46.43 feet to a found 5/8 inch rebar; thence,
- C) S.42°14'16"W., 295.11 feet to a found 5/8 inch rebar; thence,
- D) S.45°39'31"W., 285.37 feet to a found 5/8 inch rebar; thence,
- E) S.21°51'05"W., 140.48 feet to a found 5/8 inch rebar; thence,
- F) S.16°01'47"W., 129.82 feet to a found 5/8 inch rebar; thence,
- G) S00°10'40"W., 30.16 feet to the southerly line of said Northwest quarter of the Northeast quarter of Section 12, marked by a found 5/8 inch rebar; thence, along said southerly line,
- H) S.89°58'49"E., 526.21 feet to the POINT OF BEGINNING.

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ALSO EXCEPTING THEREFROM:

TECHNICAL SUPPORT

This parcel is the Southeast Quarter of the Southwest Quarter and a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 1 and a portion of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of said Section 1; thence South 89° 25' 00" West along the South boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 1172.66 feet; thence North 00° 13' 09" East parallel with the West boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 291.95 feet; thence South 89° 25' 00" West parallel with the South boundary of said Southwest Quarter of the Southeast Quarter of Section 1 a distance of 796.64 feet; thence South 00° 38' 17" East a distance of 291.93 feet to a point on the North boundary of said Northwest Quarter of said Northeast Quarter of Section 12; thence continuing South 00° 38' 17" East a distance of 330.00 feet; thence South 89° 25' 00" West parallel with the North boundary of said Northwest Quarter of the Northeast Quarter of Section 12 a distance of 729.31 feet to a point on the East boundary of said Northeast Quarter of the Northwest Quarter of Section 12 which lies South 00° 18' 17" West a distance of 330.00 feet from the Northeast corner of said Northeast Quarter of the Northwest Quarter of Section 12; thence South 89° 36' 45" West parallel with the North boundary of said Northeast Quarter of the Northwest Quarter a distance of 1342.21 feet to a point on the West boundary of said Northeast Quarter of the Northwest Quarter; thence North 00° 35' 30" East along said West boundary a distance of 330.00 feet to the Southwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence North 00° 36' 56" East along the West boundary of said Southeast Quarter of the Southwest Quarter a distance of 1321.78 feet to the Northwest corner of said Southeast Quarter of the

Southwest Quarter; thence
 North 89° 31' 56" East along the North boundary of said Southeast Quarter of the Southwest Quarter a distance of 1337.38 feet to the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 1; thence
 North 89° 27' 53" East along the North boundary of said Southwest Quarter of the Southeast Quarter a distance of 1338.44 feet to the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence
 South 00° 13' 09" West along the East boundary of said Southwest Quarter of the Southeast Quarter a distance of 301.50 feet to a point on the centerline of the Middleton Slough as shown on Record of Survey Instrument No. 9105556; thence traversing said centerline as follows:
 South 29° 07' 58" East a distance of 69.10 feet (of record 62.25 feet);
 South 40° 58' 11" East a distance of 90.66 feet;
 North 88° 53' 12" East a distance of 75.66 feet;
 North 56° 18' 22" East a distance of 44.61 feet;
 North 56° 18' 22" East a distance of 74.68 feet;
 South 88° 45' 47" East a distance of 91.25 feet;
 South 69° 27' 53" East a distance of 195.50 feet;
 South 77° 34' 01" East a distance of 405.29 feet;
 North 82° 45' 55" East a distance of 72.97 feet;
 North 68° 35' 33" East a distance of 144.22 feet;
 North 79° 47' 08" East a distance of 198.23 feet to a point on the East boundary of said Southeast Quarter of the Southeast Quarter of Section 1; thence leaving said centerline and bearing
 South 00° 02' 23" East along said East boundary a distance of 885.17 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A parcel of land being a portion of the Southeast quarter of Section 1, Township 4 North, Range 2 West, Boise Meridian, and a portion of the Northwest quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a found aluminum cap, marking the corner common to Sections 1 & 12, Township 4 North, Range 2 West, Boise Meridian and Sections 6 & 7, Township 4 North, Range 1 West, Boise Meridian, from which a found 5/8 inch rebar, marking the quarter corner common to said Sections 1 & 12, bears N.00°29'34"E., 2642.40 feet; thence, along the line common to said Sections 1 and 12,

- I) S.89°57'01"E., 1172.56 feet to the POINT OF BEGINNING; thence, continuing along said northerly line;
- 1) S.89°57'01"W., 171.87 feet to a found 5/8 inch rebar, marking the northeast corner of the Northwest quarter of the Northeast quarter of Section 12; thence, along the easterly line thereof,
- 2) S.00°53'22"W., 330.00 to a found 5/8 inch rebar, marking southeast corner of the North 20 rods of the Northwest quarter of the Northeast quarter of Section 12; thence, along the southerly line of said North 20 rods of the Northwest quarter of the Northeast quarter of Section 12,
- 3) S.89°57'00"W., 614.80 feet to a found 5/8 inch rebar; thence, leaving said southerly line,
- 4) N.00°06'19"W., 621.84 feet to a found 5/8 inch rebar; thence,
- 5) N.89°57'01"E., 796.69 feet; thence
- 6) S.00°44'15"W., 291.91 feet to the POINT OF BEGINNING.

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TECHNICAL SUPPORT

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After Recording
Return to:

City of Star
10769 W. State
PO Box 130
Star, ID 83669

FOR RECORDING INFORMATION

AFFIDAVIT OF CONSENT TO ANNEXATION
(City of Star/Corinthian Homes)
(Idaho Code § 50-222(4))

STATE OF IDAHO)
County of Ada) ss.

We, HERBERT AND VELMA QUENZER, first being sworn, depose and state as follows:

1. We are over 18 years of age, know the contents hereof and are competent to testify thereto if called upon to do so.
2. We own certain real property located in Canyon County, Idaho, consisting of approximately 118.7 acres legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").
3. We have entered into a contract to sell the Property, and East Canyon Land Acquisition Company, LLC, an Idaho limited liability company ("**East Canyon**") is the "Purchaser" under such contract.
4. We hereby consent to the annexation of the Property into the City of Star consistent with the terms contained in that certain Development Agreement between East Canyon and the City of Star, recorded or to be recorded in the Official Records of Canyon County, Idaho ("**Agreement**").
5. This consent to annexation, subject to the Agreement, shall run with the land and shall be binding upon the parties hereto and our respective successors in interest and assigns.

Further, Affiants sayeth not.

DATED this 14 day of November, 2006.


Herbert Quenzer


Velma Quenzer

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MAR 19 2009

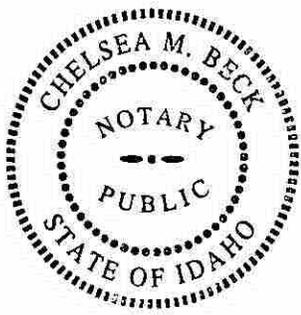
TECHNICAL SUPPORT

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STATE OF IDAHO)
County of Ada) ss.

On this 14th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert Quenzer, known or identified to me to be the person who signed the within and foregoing document, and acknowledged to me that he executed the same.

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

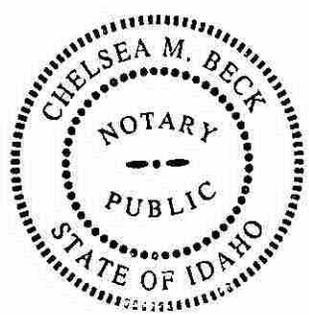


Chelsea M. Beck
Notary Public for Idaho
Residing at Star ID
My commission expires: 9.18.2012

STATE OF IDAHO)
County of Ada) ss.

On this 14th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Velma Quenzer, known or identified to me to be the person who signed the within and foregoing document, and acknowledged to me that she executed the same.

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



Chelsea M. Beck
Notary Public for Idaho
Residing at Star ID
My commission expires: 9.18.2012

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MAR 19 2009
TECHNICAL SUPPORT

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

This parcel is the Southeast Quarter of the Southwest Quarter and a portion of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 1 and a portion of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of said Section 1; thence
South 89° 25' 00" West along the South boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 1172.66 feet; thence
North 00° 13' 09" East parallel with the West boundary of said Southeast Quarter of the Southeast Quarter of Section 1 a distance of 291.95 feet; thence
South 89° 25' 00" West parallel with the South boundary of said Southwest Quarter of the Southeast Quarter of Section 1 a distance of 796.64 feet; thence
South 00° 38' 17" East a distance of 291.93 feet to a point on the North boundary of said Northwest Quarter of said Northeast Quarter of Section 12; thence continuing
South 00° 38' 17" East a distance of 330.00 feet; thence
South 89° 25' 00" West parallel with the North boundary of said Northwest Quarter of the Northeast Quarter of Section 12 a distance of 729.31 feet to a point on the East boundary of said Northeast Quarter of the Northwest Quarter of Section 12 which lies
South 00° 18' 17" West a distance of 330.00 feet from the Northeast corner of said Northeast Quarter of the Northwest Quarter of Section 12; thence
South 89° 36' 45" West parallel with the North boundary of said Northeast Quarter of the Northwest Quarter a distance of 1342.21 feet to a point on the West boundary of said Northeast Quarter of the Northwest Quarter; thence
North 00° 35' 30" East along said West boundary a distance of 330.00 feet to the Southwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence
North 00° 36' 56" East along the West boundary of said Southeast Quarter of the Southwest Quarter a distance of 1321.78 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence
North 89° 31' 56" East along the North boundary of said Southeast Quarter of the Southwest Quarter a distance of 1337.38 feet to the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 1; thence
North 89° 27' 53" East along the North boundary of said Southwest Quarter of the Southeast Quarter a distance of 1338.44 feet to the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence
South 00° 13' 09" West along the East boundary of said Southwest Quarter of the Southeast Quarter a distance of 301.50 feet to a point on the centerline of the Middleton Slough as shown on Record of Survey Instrument No. 9105556; thence traversing said centerline as follows:
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South 40° 58' 11" East a distance of 90.66 feet;
North 88° 53' 12" East a distance of 75.66 feet;
North 56° 18' 22" East a distance of 44.61 feet;
North 56° 18' 22" East a distance of 74.68 feet;
South 88° 45' 47" East a distance of 91.25 feet;
South 69° 27' 53" East a distance of 195.50 feet;
South 77° 34' 01" East a distance of 405.29 feet;
North 82° 45' 55" East a distance of 72.97 feet;
North 68° 35' 33" East a distance of 144.22 feet;
North 79° 47' 08" East a distance of 198.23 feet to a point on the East boundary of said Southeast Quarter of the Southeast Quarter of Section 1; thence leaving said centerline and bearing
South 00° 02' 23" East along said East boundary a distance of 885.17 feet to the POINT OF BEGINNING.

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After Recording
Return to:

City of Star
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Star, ID 83669

FOR RECORDING INFORMATION

AFFIDAVIT OF CONSENT TO ANNEXATION
(City of Star/Corinthian Homes)
(Idaho Code § 50-222(4))

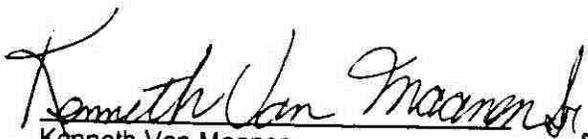
STATE OF IDAHO)
County of Ada) ss.

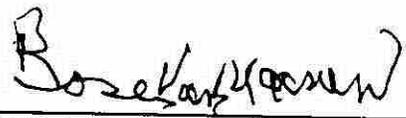
We, KENNETH AND ROSE VAN MAANEN, first being sworn, depose and state as follows:

1. We are over 18 years of age, know the contents hereof and are competent to testify thereto if called upon to do so.
2. We own certain real property located in Canyon County, Idaho, consisting of approximately 55.55 acres legally described on **Exhibit A** attached hereto and made a part hereof (the "Property").
3. We have entered into a contract to sell the Property, and East Canyon Land Acquisition Company, LLC, an Idaho limited liability company ("**East Canyon**") is the "Purchaser" under such contract.
4. We hereby consent to the annexation of the Property into the City of Star consistent with the terms contained in that certain Development Agreement between East Canyon and the City of Star, recorded or to be recorded in the Official Records of Canyon County, Idaho ("**Agreement**").
5. This consent to annexation, subject to the Agreement, shall run with the land and shall be binding upon the parties hereto and our respective successors in interest and assigns.

Further, Affiants sayeth not.

DATED this 14th day of November, 2006.


Kenneth Van Maanen

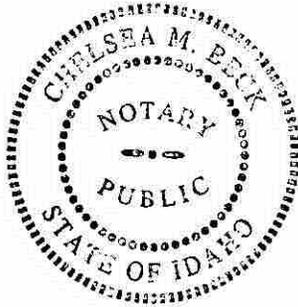

Rose Van Maanen

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STATE OF IDAHO)
County of Ada) ss.

On this 14th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Van Maanen, known or identified to me to be the person who signed the within and foregoing document, and acknowledged to me that he executed the same.

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

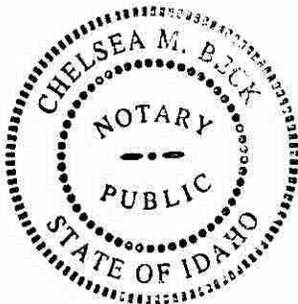


Chelsea M Beck
Notary Public for Idaho
Residing at Star ID
My commission expires: 9.18.2012

STATE OF IDAHO)
County of Ada) ss.

On this 14th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Rose Van Maanen, known or identified to me to be the person who signed the within and foregoing document, and acknowledged to me that she executed the same.

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



Chelsea Beck
Notary Public for Idaho
Residing at Star ID
My commission expires: 8.18.2012

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MAR 19 2009
TECHNICAL SUPPORT

EXHIBIT A

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LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

The South sixty rods in width of the Northwest quarter of the Northeast quarter, and the South sixty rods in width of the Northeast quarter of the Northwest quarter, all in Section 12, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL 2:

Right of way for road purposes 18 feet wide over and across the Southerly side of the Northeast quarter of the Northeast quarter of Section 12, Township 4 North, Range 2 West of the Boise Meridian, more particularly described as Beginning 12 feet North of the Southwest corner of said Northeast quarter of the Northeast quarter; thence East 1320 feet to a point 12 feet North of the Southeast corner of said quarter; thence North 18 feet; thence West 1320 feet; thence South 18 feet.

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