

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made by and between (i) **CITY OF BOISE CITY**, Idaho (the "City"); and (ii) **AASE'S CANYON POINTE DEVELOPMENT, LLC**, a Utah limited liability company ("ACPD"), and **CAPITAL DEVELOPMENT, INC.**, an Idaho corporation ("CDI," and jointly with ACPD the "Developer").

RECITALS

A. Developer owns all of that certain real property located in Ada County, Idaho, more particularly described in **Exhibit A** (the "Property") attached hereto and incorporated herein.

B. Applications for this development include: annexation, rezone, and development agreement application number CAR07-00042/DA (the "Rezone"), conditional use permit application number CUP07-00084 (the "CUP"), hillside and foothill area development permit application number CFH07-00022 (the "Hillside Permit"), and preliminary subdivision plat application number SUB07-00065 (the "Preliminary Plat," and together with the Rezone, the CUP, and the Hillside Permit, the "Development Applications").

C. Developer has entered into private agreements with those certain additional parcels of real property owned by others generally lying between the southwesterly boundary of the Property and the existing terminus of N. Plano Way (the "Additional Parcels") over which a portion of the right-of-way required by ACHD extends. Legal descriptions of the Additional Parcels, which are not subjected to the terms of this Agreement, are attached hereto and incorporated herein as **Exhibit B**. A map depicting the current zoning of the parcels comprising the Property and the Additional Parcels is attached hereto and incorporated herein as **Exhibit C**.

D. Pursuant to Idaho Code Section 67-6511A and Boise City Code Sections 11-08-08 and 11-06-05.07, the City has the authority to conditionally rezone the Property and to enter into a development agreement for the purpose of allowing a specific development to proceed after a determination has been made that a proposed rezone by itself is not appropriate but that the use of a development agreement could allow development to proceed under stricter restrictions than those imposed generally in the proposed zoning district. Pursuant to the Foothills Planned Development Ordinance, a development agreement is required for all foothills development.

E. The City has determined that the development of the Property pursuant to Residential District R-1A/DA and Open Land District A-1/DA is not appropriate without the use of a development agreement to allow the development to proceed under the stricter restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions, and terms set forth below, the parties agree as follows:

1. **Zoning Designations.** Pursuant to the City's approval of the Rezone, the Property is being zoned in part R-1A/DA, for the developed lots on the Property, and in part A-1/DA, for the permanent open space lots, for development in accordance with the concept plan depicted in **Exhibit D** attached hereto and incorporated herein. Full sized copies of the concept plan depicted in Exhibit D shall also be initialed by each of the signatories to this Agreement and be retained in the respective records of the City, ACPD, and CDI for future reference and use in the event of any controversy or disagreement arising under this Agreement.

2. **Development of Property.** The development and use of the Property shall conform in all material respects with this Agreement and all conditions of approval (the "Conditions of Approval") adopted by the City in connection with its approval of the Development Applications, as such Conditions of Approval in the CUP may hereafter be amended in accordance with the procedures provided by the Boise City Code, and Developer shall have the right to develop and use the Property in accordance with the terms of such approved Development Applications. The maximum number of buildable lots and their use allowed for the Property are 155 residential lots. The development of the Property shall be as depicted on the preliminary and final plats.

3. **Acquisition of Road Right-of-Way.** Prior to any preliminary plat approval being issued for any portion of the Property, Developer shall secure all approvals and rights necessary for a right-of-way to construct the extension of N. Plano Way across the Additional Parcels to the Property as depicted in **Exhibit E** attached hereto and incorporated herein (the "Road Extension") and provide City with evidence establishing the existence of such approvals and rights. Additionally, in conjunction with recording a final plat for any portion of the Property, Developer shall dedicate (or cause to be dedicated) to ACHD the Road Extension, the location of which has previously been approved by ACHD.

4. **Preservation of Aase's Onion.** Pursuant to Boise City Code 11-06-05-07-04.C, the Aase's onion shall be preserved as follows: Prior to recording a final plat for any portion of the Property, ACPD and CDI shall both (a) convey those portions of the Property depicted in Exhibit D as "Onion Conservancy" and described in **Exhibit F** attached hereto and incorporated herein to the Land Trust of the Treasure Valley (the "Land Trust") in fee simple, or to such other similar entity as may be approved by the director of the City's Planning and Development Services Department (the "Planning Director"), and (b) enter into a written agreement with the Land Trust or other approved entity for the protection and preservation of such onion fields on terms approved by the Planning Director.

5. **Improvement of Trail Head Access and Parking and Conveyance of Right-of-Way.** Pursuant to Boise City Code 11-06-05-07-04.C, a trail head shall be developed and approved as follows: ACPD and CDI shall construct (or bond for construction) on property owned by the City (for dedication to ACHD) a standard ACHD-approved cul-de-sac and gravel parking lot (with up to twelve parking spaces) for a park trail head in the location shown in the Development Applications and **Exhibit G** attached hereto and incorporated herein, which shall be constructed in accordance with the specifications and requirements of the City's Department of Parks and Recreation and with the Conditions of Approval in the CUP. Developer shall also (a) convey to ACHD in conjunction with and prior to recording a final plat for any portion of the

Property such road right-of-way as required to extend the existing terminus of N. Collister Dr. to Polecat Gulch Reserve in accordance with ACHD standards and the Conditions of Approval in the CUP, and (b) construct (or bond for construction) the extension of N. Collister Dr. from its existing terminus to Polecat Gulch Reserve in accordance with ACHD standards and the Conditions of Approval in the CUP.

6. Development of Sand Pit. Parcel #S0617348400 is currently a sand pit. The sand pit could become an attractive nuisance if left in a non-graded disposition after each phase of development. This parcel shall be filled in with all the grading overage materials and be revegetated in native landscaping with viable native plants capable of eventually sustaining themselves. This parcel shall be developed with access to it and a foot trail extending through it, and be graded to conform to the surrounding contours to represent the natural geography under the angle of repose (without structures, hardscaping, irrigation systems or other constructed improvements or amenities). The parcel shall be maintained by the homeowners association established with respect to the Property (the "Homeowners Association"). The City recognizes that the fill in the sand pit can be completed only at the final build-out phase of the development, after all the grading is completed. However, it is the responsibility of the Developer to leave those portions of the sand pit in which it has deposited or extracted materials in a smooth contoured state at the completion of grading with respect to each plat, such that it resembles the natural contours in a 2 to 1 or less slope. Those portions of the parcel that are improved to finished grade shall be revegetated in accordance with the revegetation plan (or bonded for 150% of the construction and planting costs). The conditions, covenants, and restrictions for all phases of development of the Property shall require the Homeowners Association to maintain the foot trail and keep it open for use following its construction, to assist in the protection and preservation of the Aase's onion.

7. Permanent Open Space. Pursuant to Boise City Code 11-06-05-07-04.C, the following features shall be platted as permanent open space and be maintained by the Homeowners Association: (a) that portion of parcel #S0620110108 that lies south of Collister Road and any other riparian areas on the same parcel, and (b) any wetlands area as sited in the ecological design report on file at the City.

8. Mitigation of Visual, Fire, and Wildlife Impacts of the Development. The *Foothills Policy Plan* policies recommend building and site design methods and criteria that would serve to mitigate the visual impact of ridgeline developments. These policies must be balanced with project design conventions that provide a safe and functional suburban setting. Therefore, the design and layout of all structures in the development shall comply with a binding set of design criteria with the combined purpose of lessening the visual impacts of the structures when viewed from the valley, reducing the threat from wildfires, and mitigating wildlife concerns. These design criteria shall include (a) restrictions on building heights, exterior finishes and colors, building setbacks from the crown of prominent or visible ridges, window pane reflectivity, lighting, building orientation, and siting to minimize impacts on unique geologic features or sensitive plant species, (b) provisions for fire safety as set forth in the *Plano Road Fire Prevention Plan*, dated May 31, 2007, submitted with the Development Applications and subsequently amended as directed by the Boise Fire Department to include specific landscape strategies and plant species, an action plan for emergency evacuation, recommendations for

building materials, and site layout to minimize the threat of wildfires, and (c) provisions to meet fish and game concerns and objectives. The design criteria will be listed as conditions of approval in the CUP, which shall specify those provisions applicable to each residential lot and be subject to amendment requirements of that permit. The CUP will also include an exhibit that defines the building envelopes for each buildable lot that will be reviewed and approved with the design criteria as above described.

The process for the design review will be as follows:

- (a) When a building permit application is submitted to the City's Planning and Development Services Department, the structure and site layout will undergo an administrative review by the Planning Director or Design Review staff ("Staff") for compliance with the design criteria adopted in the CUP.
- (b) Grading and fence permits shall also be subject to the design criteria.
- (c) Staff will conduct a site inspection for compliance with the design review and be required to sign-off the applicable letter of occupancy when compliance is met.
- (d) The design criteria shall also be adopted by the Homeowner's Association, which shall review and approve all remodels and site changes after a certificate of occupancy has been issued, with the City only having design review responsibilities when a certificate of occupancy is required.

9. Default. Subject to any future minor modifications of the Conditions of Approval made pursuant to administrative approval by the City, or other amendment of this Agreement made pursuant to Boise City Code Section 11-08-08(H), Developer's failure to comply with all of the commitments imposed on it under this Agreement shall be deemed a consent for the City to rezone the Property to a zone deemed appropriate by the Boise City Council following notice and hearing in accordance with the requirements of Boise City Code Sections 11-08-08(I) and (J).

10. Waivers. A waiver by the City of any default by Developer of any of the requirements imposed on it under this Agreement shall not bar any rights or remedies of the City with respect to any subsequent or further default by Developer.

11. Notices. Any and all notices required to be given by the parties hereto shall be in writing and be deemed given when deposited in the United States mail, certified, return receipt requested, addressed as follows:

The City: Director, Planning and Development Services Department
Boise City
Post Office Box 500
Boise, Idaho 83701-0500

The Developer: Joe Johnson
AASE's Canyon Pointe Development, LLC
8989 South Schofield Circle
Sandy, Utah 84093

and J. Ramon Yorgason
Capital Development, Inc.
6200 North Mecker Place
Boise, Idaho 83713

A party shall give notice of any change of its address for the purpose of this section by giving written notice of such change to the other parties in the manner herein provided.

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

12. Time Is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every covenant, condition, and term hereof and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

13. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns, and personal representatives, be binding on each and every owner of the Property, each subsequent owner, and each other person acquiring an interest in the Property, and shall run with the land.

14. Requirement for Recordation. Developer shall cause this Agreement, including all the exhibits, to be recorded by the Ada County Recorder prior to the formal adoption of the Rezone by the City, and Developer's failure to comply with this section shall be deemed a default of this Agreement. Any amendments or modifications to this Agreement shall also be recorded prior to the formal approval of the amendment taking effect.

15. Effective Date. This Agreement shall be and become effective with and upon publication of the approved Rezone.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates opposite each signature below.

CITY:

CITY OF BOISE CITY

DATED: _____, 2008

By: _____
Mayor Dave Bieter

ATTEST:

DATED: _____, 2008

City Clerk

DEVELOPER:

**AASE'S CANYON POINTE DEVELOPMENT,
LLC, a Utah limited liability company**

DATED: _____, 2008

By: _____
Joe Johnson, Manager

**CAPITAL DEVELOPMENT, INC.,
an Idaho corporation**

DATED: _____, 2008

By: _____
J. Ramon Yorgason, President

[illegible]

On this _____ day of _____, 200__, before me _____,
personally appeared _____, known or identified to me (or proved to me
on the oath of _____), to be the person whose name is subscribed
to the within instrument as _____ and acknowledged to me that
[he/she/they] executed the same as such _____.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

[illegible]

On this _____ day of _____, 200__, before me _____, personally appeared **JOE JOHNSON**, known or identified to me (or proved to me on the oath of _____) to be the Manager of **AASE'S CANYON POINTE DEVELOPMENT, LLC**, a Utah limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

NOTARY PUBLIC FOR UTAH
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 200__, before me _____,
personally appeared **J. RAMON YORGASON**, known or identified to me (or proved to me on the
oath of _____) to be the President of **CAPITAL DEVELOPMENT,**
INC., an Idaho corporation, the corporation that executed the instrument or the person who
executed the instrument on behalf of said corporation, and acknowledged to me that such
corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

EXHIBIT A
(Legal Description of Developer's Property)

LEGAL DESCRIPTION

A parcel of land located in Sections 17, 18, 19, and 20, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The North line of Section 20, Township 4 North, Range 2 East, Boise Meridian, derived from found monuments and taken as South 88°43'54" East with the distance between monuments found to be 5,284.21 feet.

BEGINNING at the Northeast corner of Section 20, Township 4 North, Range 2 East, Boise Meridian, thence along the East line of said Section 20 South 00°00'29" West a distance of 1,893.36 feet to a point from which the East 1/4 corner of said Section 20 bears South 00°00'29" West a distance of 732.12 feet;
thence leaving said East line South 82°44'52" West a distance of 639.45 feet;
thence North 13°09'17" West a distance of 851.05 feet to the Southeasterly Boundary of Briarhill Subdivision No. 3, Book 42, Page 3413;
thence along the boundary of said Briarhill Subdivision No.3 the following nine(9) courses:

North 38°38'55" East a distance of 236.07 feet;
North 29°38'55" East a distance of 84.14 feet;
North 60°21'05" West a distance of 310.00 feet;
South 37°38'55" West a distance of 130.01 feet;
South 45°38'55" West a distance of 120.00 feet;
South 76°38'55" West a distance of 487.94 feet;
South 44°38'55" West a distance of 523.90 feet;
South 63°38'55" West a distance of 315.00 feet;
South 43°38'55" West a distance of 268.16 feet to the Northeasterly Corner of Briarhill Subdivision No.2, Book 42, Page 3411;

thence along the boundary of said Briarhill Subdivision No.2 the following ten(10) courses:

South 43°38'55" West a distance of 161.84 feet
South 63°38'55" West a distance of 410.00 feet;
North 46°21'05" West a distance of 130.00 feet;
South 63°38'55" West a distance of 148.97 feet;
South 06°21'05" East a distance of 130.00 feet;
South 54°38'55" West a distance of 379.29 feet;
South 25°21'05" East a distance of 132.27 feet to the northerly right-of-way of Collister Drive;

along said right-of-way South 80°38'55" West a distance of 233.18 feet;
along a curve to the left with a radius of 265.50 feet and a central angle of 35°25'27" an arc length of 164.15 feet (with a chord bearing of South 62°56'12" West, and a chord distance of 161.55 feet);
South 44°46'32" East a distance of 5.00 feet;

thence leaving said boundary of Briarhill Subdivision No.2 South 45°13'28" West a distance of 47.08 feet;
 thence along a curve to the left with a radius of 566.92 feet and a central angle of 19°40'00" an arc length of 194.59 feet (with a chord bearing of South 35°23'28" West, and a chord distance of 193.64 feet);
 thence leaving said right-of-way North 01°30'58" West a distance of 205.50 feet;
 thence South 89°31'28" East a distance of 20.00 feet;
 thence South 02°56'51" East a distance of 70.87 feet;
 thence North 49°26'32" East a distance of 294.50 feet;
 thence North 00°26'32" East a distance of 467.52 feet;
 thence North 89°31'28" West a distance of 379.35 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 20;
 thence along said East line South 00°27'54" West a distance of 555.61 feet to the Center West 1/16 corner of said Section 20;
 thence along the South line of said Southwest 1/4 of the Northwest 1/4 also being the North boundary line of Outlook Heights Subdivision, Book 60, Pages 6040-6041, North 89°01'58" West a distance of 990.48 feet;
 thence leaving said South line and North boundary North 00°33'13" East a distance of 650.00 feet;
 thence North 89°01'58" West a distance of 335.00 feet to the West line of said Southwest 1/4 of the Northwest 1/4;
 thence along said West line North 00°33'13" East a distance of 671.88 feet to the North 1/16 corner common to Sections 19 and 20, from which the Section Corner common to Sections 17, 18, 19 and 20 bears North 00°33'53" East a distance of 1,322.03 feet;
 thence South 88°57'43" West a distance of 133.68 feet;
 thence North 43°35'09" West a distance of 547.46 feet;
 thence North 26°51'56" West a distance of 381.96 feet;
 thence North 37°36'19" West a distance of 406.83 feet;
 thence South 86°01'33" East a distance of 591.90 feet;
 thence South 89°11'34" East a distance of 248.19 feet to the West line of said Section 20;
 thence along said West line North 00°33'53" East a distance of 1,322.03 feet to the Section Corner common to Sections 17, 18, 19 and 20;
 thence along the West line of said Section 17 North 01°01'17" West a distance of 440.55 feet;
 thence North 68°30'00" East a distance of 234.01 feet;
 thence South 06°56'41" East a distance of 40.89 feet;
 thence South 58°51'08" East a distance of 122.41 feet;
 thence South 53°01'30" East a distance of 599.99 feet;
 thence South 45°43'28" East a distance of 49.26 feet;
 thence North 50°03'16" East a distance of 348.41 feet;
 thence South 38°06'15" East a distance of 355.86 feet to the West 1/16 corner common to Sections 17 and 20 from which the Section Corner common to Sections 17, 18, 19 and 20 bears North 88°43'54" West a distance of 1321.22 feet;
 thence along the North line of the Northeast 1/4 of the Northwest 1/4 of said Section 20 South 88°43'54" East a distance of 12.01 feet;

thence leaving said North line North 09°45'20" West a distance of 352.45 feet;
thence North 57°17'56" East a distance of 551.95 feet;
thence North 21°33'31" West a distance of 257.33 feet;
thence North 52°45'13" West a distance of 240.86 feet;
thence North 31°10'54" West a distance of 179.81 feet;
thence North 57°25'54" West a distance of 200.31 feet;
thence North 02°47'46" West a distance of 338.23 feet;
thence South 58°28'54" East a distance of 458.34 feet;
thence North 80°53'46" East a distance of 504.32 feet;
thence North 50°34'54" East a distance of 275.98 feet;
thence South 70°08'04" East a distance of 85.51 feet;
thence South 48°01'55" East a distance of 1,018.83 feet;
thence South 89°38'20" East a distance of 200.38 feet;
thence South 00°08'46" East a distance of 977.84 feet to the North line of the Northeast
1/4 of said Section 20;
thence along said North line South 88°43'54" East a distance of 1,967.75 feet to the
POINT OF BEGINNING.

Said Parcel containing 13,710,749 square feet or 314.76 acres, more or less and is
subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Russell E. Badgley, P.L.S. 12458
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



EXHIBIT B

(Legal Descriptions of Additional Parcels)

Per attached deeds recorded by the Ada County Recorder as Instrument Nos. 1193000231, 1942001262, 101094267, 102042440, and 102159044.

9010706
WARRANTY DEED

11S3000231

FOR VALUE RECEIVED LARRY R. KERR, a married man, as his sole and separate property

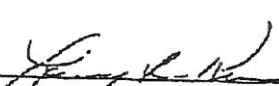
GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto ANDREW W. COVER and KATHERINE A. COVER, husband and wife

GRANTEE(S), whose current address is: 6296 N. PLANO LANE, BOISE, IDAHO 83703
the following described real property in ADA County, State of Idaho,
more particularly described as follows, to wit:

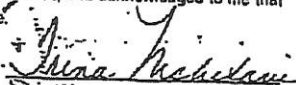
As per EXHIBIT "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 28, 1990


LARRY R. KERR

STATE OF IDAHO County of ADA ss.

On this 28th day of February
in the year of 1990 before me, the undersigned, a Notary
Public in and for said State, personally appeared
Larry R. Kerrknown or identified to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.Signature: 

Name: Trina Nishitani

(Type or print)

Residing at: Boise, Idaho

My commission expires: 6/28/91

STATE OF IDAHO, COUNTY OF Ada

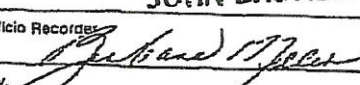
I hereby certify that this instrument was filed for record at the request of

STEWART TITLE

at 26 minutes past 3 o'clock PM.
this 28th day of March
1990, in my office, and duly recorded in Book
of Deeds at page

JOHN BASTIDA

Ex-Officio Recorder

By 

Deputy.

Fee \$

Mail to: 60

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.



Order No.: ST-89020850 TN/RN

EXHIBIT "A"

PARCEL I

A parcel of land lying Sections 18 and 19, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 17, 18, 19 and 20 in Township 4 North, Range 2 East, Boise Meridian, thence North 16 degrees 02' West, a distance of 415.10 feet to P.I. No. 5 of the Barnes Access Road; thence North 56 degrees 54' East a distance of 136.72 feet to a steel pin; thence South 70 degrees 14' West, a distance of 495.72 feet to a steel pin, THE REAL POINT OF BEGINNING; thence South 0 degrees 02' East, a distance of 202.06 feet to a steel pin; thence South 64 degrees 47' East, a distance of 514.36 feet to a steel pin; thence South 0 degrees 24' West, a distance of 105.01 feet to a steel pin; thence North 89 degrees 19' West, a distance of 247.95 feet to a steel pin; thence North 86 degrees 06' West, a distance of 591.87 feet to a steel pin; thence North 05 degrees 04' West, a distance of 75.16 feet to a steel pin; thence North 37 degrees 19' East, a distance of 270.50 feet to a steel pin; thence North 48 degrees 17' East, a distance of 290.02 feet to a steel pin, THE REAL POINT OF BEGINNING.

PARCEL II

Together with an easement for ingress and egress over and across Private Lane known as Plano Lane as described in Book 472 of Deeds on Page 32 and Book 473 of Deeds on Page 700.

PARCEL III

Together with an easement for ingress and egress over and across a private road, a portion of which is described in Warranty Deed recorded March 23, 1967 as Instrument No. 660475.

Rerecord
ADAM C. JENSEN
J. DAVIS, CLERK
BOISE, ID
SUSAN M. GRAHAM

35070143
SUSAN M. GRAHAM
J. DAVIS, CLERK
BOISE, ID

'95 NOV 14 PM 1 00
QUIT CLAIM DEED
FEE 12.00 REC'D
'95 OCT 25 PM 11 02
FEE 9.00 REC'D

For no consideration, GEORGE E. CASEY and MARIE E. CASEY, a married couple, as Grantors do hereby convey, release, remise and forever quit claim unto

1942001262

"GEORGE E. CASEY and MARIE E. CASEY, Co-Trustees, or their successors in Trust, of the GEORGE E. AND MARIE E. CASEY TRUST, U/T/A dated the 24th day of October, 1995, and any amendments thereto." as the Grantee

whose current address is 6101 Plano Lane, Boise, Idaho 83703, the described premises, in ADA County, Idaho, attached as Exhibit "A" and incorporated by reference herein,

together with their appurtenances.

DATED the 24th day of October, 1995

George E. Casey

GEORGE E. CASEY

Marie E. Casey

MARIE E. CASEY

STATE OF IDAHO)
County of Ada) ss.

On this 24th day of October, 1995 before me personally appeared GEORGE E. CASEY and MARIE E. CASEY, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Harvey J. Kovich

Notary Public in and for Idaho
Residing at Boise, Idaho
My commission expires 06-30-2000

Client No: 95-10-17

Quit Claim Deed - Page 34

1942001264

EXHIBIT A

POOR COPY

Parcel One

Tract 1:
A part of the NW 1/4 NE 1/4 of Section 19, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at the Southeast corner of the NW 1/4 NE 1/4 of Section 19, Township 4 North, Range 2 East of the Boise Meridian; thence North along the East boundary line of said NW 1/4 NE 1/4 a distance of 660 feet to a point; thence North 61°22' West a distance of 129.60 feet to the real point of beginning; thence South 44°05' West a distance of 80.57 feet; thence North 89°56' West a distance of 463.15 feet to a steel rod which is located 685 feet East and 660 feet South of the Northwest corner of the NW 1/4 NE 1/4 of Section 19; and which point is in the property line of the property described in Book 30 of Deeds at page 164, records of Ada County, Idaho; thence North 170 feet, more or less, to the Southwesterly boundary of that certain property described in Book 332 of Deeds at page 144, records of Ada County, Idaho; thence Southwesterly in a straight line along said Southwesterly boundary of the property described in Book 332 of Deeds at page 144, to the real point of beginning.

Tract 2:
A part of the NW 1/4 NE 1/4 of Section 19, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at the Southeast corner of the NW 1/4 NE 1/4 of Section 19, Township 4 North, Range 2 East of the Boise Meridian; thence North along the East boundary line of said NW 1/4 NE 1/4 a distance of 660 feet to a point; thence South 83°55' West a distance of 171.85 feet to the real point of beginning; thence continuing South 89°55' West a distance of 48.15 feet to a point; thence South 31°15' West a distance of 100.29 feet to a point of curvature; thence 95.63 feet along a curve to the right which has a radius of 175 feet, a central angle of 43°50' and a long chord of 93.31 feet bearing North 23°10' East to a point of tangency; thence North 34°07'

East a distance of 19.24 feet to the real point of beginning.

ALSO
A part of the NW 1/4 NE 1/4 of Section 19, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:
Beginning at the Southeast corner of the NW 1/4 NE 1/4 of Section 19, Township 4 North, Range 2 East of the Boise Meridian; thence North along the East boundary line of said NW 1/4 NE 1/4 a distance of 660 feet to the real point of beginning; thence North 61°15' West 259.63 feet; thence North 55°30' West 744.01 feet; thence North 72°51' West 161.45 feet; thence North 25°59' West 81.47 feet; thence North 11°04' East 143.01 feet; thence North 78°00' West 100 feet to a point on the North line of said Section 19; thence South 1°18' East 170 feet to a point on the Northwesterly boundary of the property described in Warranty Deed No. 600402, records of Ada County, Idaho; thence along said Northwesterly boundary in a Southwesterly direction in a straight line to a point located North 61°22' West 129.60 feet from the point of beginning; thence South 44°05' East 129.60 feet to the point of beginning.

SO619120708 PAR #SO619120708 OF NW4NE4
SEC 19 4N 2E, N OF HILL RD-E OF PLANO
(more particularly described as follows)

1942001265
POOR COPY

EXHIBIT "A"

ALSO Parcel Two

Lot 4, Sunny Subdivision, according to the plat thereof on file and of record in the Office of the County Recorder of Ada County, Idaho.

ALSO Parcel Three

The North 100 feet of the Easterly 68.33 feet of Lot 4 in Block 5, Eagleson Park Subdivision No. 4, according to the plat thereof on file and of record in the Office of the County Recorder of Ada County, Idaho.

ALSO Parcel Four

Lot 9, Block 6, Randolph-Robertson Subdivision, according to the plat thereof, filed in Book 13 of Plats at Page 78, records of Ada County, Idaho.

ALSO Parcel Five

All of Lot No. 10 of Dunne Subdivision, except the East 5 feet thereof, according to the official plat thereof on file and of record in the Office of the County Recorder of Ada County, Idaho; together with all water and water rights thereunto belonging or in anywise appertaining.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

subject to all easements and rights of way of record or appearing on the land.

RECORDED - REQUEST OF
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
FEE 9.00 DEPUTY *M. H. H.*
PERSONAL REPRESENTATIVE'S DEED
2001 SP 12 AM 10:53 101094267

THIS DEED, made by Gretchen Ogden, as personal representative of the estate of William F. Galloway, deceased, Grantor, to Perry C. Harding and Alla Harding, husband and wife, Grantee, whose current address is 2036 Creekside Lane, Boise, Idaho 83706.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. 3P-6023, in Ada County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Ada County, Idaho:

Parcel #50618449275 of the SE4, Section 18, T4N; R2E

More particularly described as follows:

See Exhibit A attached hereto.

with all appurtenances.

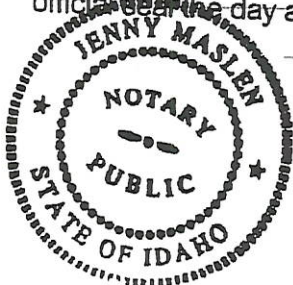
EXECUTED this 11th day of September 2001.

Gretchen Ogden
Gretchen Ogden
Personal Representative of the
Estate of William G. Galloway,
deceased.

STATE OF IDAHO)
COUNTY OF Ada) : ss

On this 11th day of September, 2001, before me, the undersigned, a notary public in and for said state, personally appeared, Gretchen Ogden, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of William F. Galloway, deceased, and acknowledged to me that she executed the same as such Personal Representative.

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



[Signature]
NOTARY PUBLIC
Residing at: *[Signature]*
My Commission Expires: 9/28/05

Property Description: ESTATE OF WILLIAM F. GALLOWAY

A parcel of land situated in Sections 18 and 19, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho. More particularly described as follows:

Commencing at a Brass Cap marking the Section corner common to Sections 17, 18, 19 and 20, the Point of Beginning:
thence N02°17'12"W along the East line of Section 18 a distance of 473.63 feet to a 5/8 inch iron pin;
thence S67°56'48"W a distance of 495.84 feet to a 5/8 inch iron pin;
thence S02°19'13"E a distance of 202.06 feet to a 5/8 inch iron pin;
thence S66°59'50"E a distance of 512.51 feet to a 5/8 inch iron pin on the East line of Section 19;
thence N00°42'27"W a distance of 115.07 feet to the Point of Beginning.

The above described parcel containing 4.24 acres.

Subject to any and all easements and rights-of-way of record or in use this 18th day of December, 1991.

LETTER OF UNDERSTANDING RELATED TO THE SALE OF ANY INTEREST OF THE ESTATE
OF WILLIAM F GALLOWAY IN THE REAL PROPERTY IDENTIFIED AS PARCEL NUMBER
S0618449275 ADA COUNTY IDAHO

It is agreed by Gretchen Ogden, Personal Representative of the Estate of William F Galloway that any interest in the real property referred to above and as shown on the attached quit claim deed is sold to Perry Harding for five hundred dollars (\$500.00) and the assumption of all outstanding unpaid real property taxes and interest and penalties charged on delinquent taxes. In addition the estate sells ANY RIGHT IT MIGHT HAVE IN REIMBURESMENT FOR PROPERTY TAXES PAID ON THIS PROPERTY AND ANY OTHER RIGHTS OR REMEDIES IT MAY HAVE ASSOCIATED WITH IT. The estate also agrees to make available all information it has on the property and to cooperate and provide assistance as needed in any future issues that may develop regarding this property.

Gretchen Ogden

GRETCHEN ODGEN, PERSONAL REPRESENTATIVE FOR THE ESTATE OF WILLIAM F.
GALLOWAY

9/11/01
DATE

Perry Harding
PERRY HARDING

9/11/01
DATE

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2002 AP 11 AM 9:43

Perry C. Harding
RECORDED REQUEST OF
FEE *6- (Darby)* DEPOSIT
102042440

QUITCLAIM DEED

For Value Received

ALLA HARDING, wife of the Grantee herein

Does hereby convey, release, remise and forever quit claim unto PERRY C. HARDING, a married man as his sole and separate property

Whose current address is P O Box 1839 Boise, Idaho 83701 the following described premises, to-wit:

Parcel S0618449275 of the SE4, Section 18 T4N: R2E more particularly described as follows: SEE ATTACHED EXHIBIT A.

March 27,
Dated ~~February 12~~, 2002

Alla Harding
Alla Harding

Sate of Idaho County of Ada

On this *27* day of *MARCH* in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Alla Harding known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Signature: *Cherie H. Anderson*

Name: *CHERIE H. ANDERSON*
Residing at: *Boise, Idaho*
My commission expires: *8/5/03*



Property Description:

A parcel of land situated in Sections 18 and 19, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho. More particularly described as follows:

Commencing at a Brass Cap marking the Section corner common to Sections 17, 18, 19 and 20, the Point of Beginning:
thence N02°17'12"W along the East line of Section 18 a distance of 473.63 feet to a 5/8 inch iron pin;
thence S67°56'48"W a distance of 495.84 feet to a 5/8 inch iron pin;
thence S02°19'13"E a distance of 202.06 feet to a 5/8 inch iron pin;
thence S66°59'50"E a distance of 512.51 feet to a 5/8 inch iron pin on the East line of Section 19;
thence N00°42'27"W a distance of 115.07 feet to the Point of Beginning.

The above described parcel containing 4.24 acres.

Subject to any and all easements and rights-of-way of record or in use this 18th day of December, 1991.





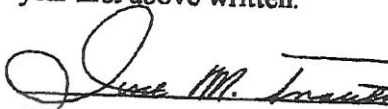
GIFT DEED

THIS DEED is made this 31st day of December 2002, by
and between Ione M. Troutner, Trustee of the Trust of Paul and Ione Troutner____,
Grantor; and Kelly Troutner, an unmarried person whose address is 2275 E.
Continental Dr., Meridian, Idaho 83642, _____.

WITNESSETH, that the Grantor, for no valuable consideration these presents does
grant, sell and convey unto the Grantee in fee simple, an undivided 1/2 interest in that
parcel of land situated in _____ Ada County, Idaho _____
and more particularly described as follows: See exhibit A attached hereto and made a
legal part thereof

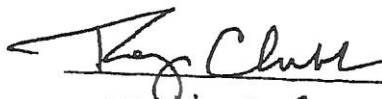
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and
appurtenances thereto belonging to the Grantee in fee simple.
exceptions: utility easements, rights of way and restrictions of record.

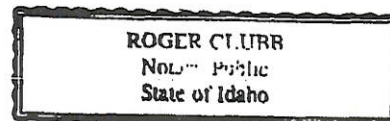
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and
year first above written.


(SEAL) _____
STATE OF Idaho COUNTY OF Ada

I, a Notary Public for said County and State, do hereby certify that Ione M. Troutner
personally appeared before me this day and acknowledged the due execution of the
foregoing and attached Gift deed.

WITNESS my hand and notarial seal, this the 31st day of December, 2002
My Commission Expires: 12/28/06

 Notary Public
residing @ Boise, Idaho



A parcel of land lying in Section 19, T4N, R2E, B.M., Ada County, Idaho more particularly described as follows:

Commencing at the section corner common to Sections 17, 18, 19 and 20, T 4 N, R 2 E, B. M., thence North 16° 02' West 415.10 feet to P.I. No. 5 of the Barnes Access Road thence, North 56° 54' East 136.72 feet; thence South 70° 14' West 495.72 feet; thence South 48° 17' West 290.02 feet; thence South 37° 19' West 270.50 feet to a steel pin and being the real point of beginning; thence South 69° 22' West 785.22 feet to a steel pin; thence North 65° 10' West 304.29 feet to a steel pin; thence South 22° 51' East 161.45 feet to a steel pin; thence South 55° 50' East 259.01 feet to a steel pin; thence South 61° 15' East 259.16 feet; thence North 46° 08' East 711.70 feet; thence North 05° 04' West 75.16 feet to the real point of beginning;

EXCEPTING from the above described parcel of land all that portion commencing at the section corner common to Sections 17, 18, 19 and 20 T 4 N, R 2 E, B.M.; thence North 16° 02' West 415.11 feet to P.I. No. 5 of the Barnes Access Road; thence North 56° 54' East 136.72 feet; thence South 70° 14' West 495.72 feet; thence South 48° 17' West 290.02 feet; thence South 37° 19' West 270.50 feet; thence South 69° 22' West 785.32 feet to a steel pin and being the real point of beginning; thence South 43° 0' East 270.0 feet more or less to a point on the center line of the Barnes Access Road; thence North 45° 43' East along said Barnes Access Road center line 82.6 feet to P.I. No. 1; thence North 55° 31' East continuing along said center line 98.5 feet; thence North 43° 52' West 208.53 feet; thence South 69° 22' West 200.22 feet to the real point of beginning.
EXCEPT road right of ways.

EXHIBIT C

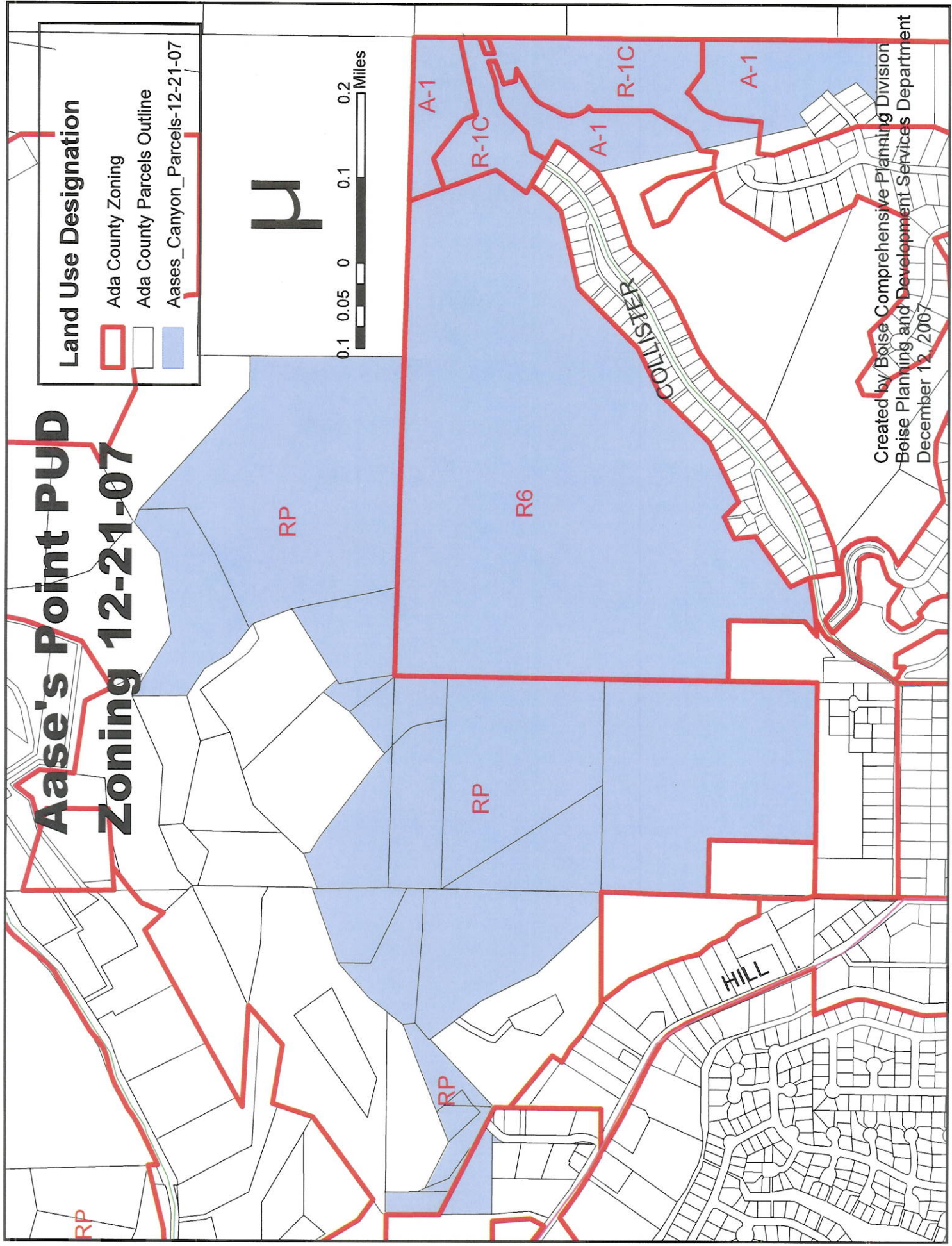
(Map Depicting Current Zoning of Property and Additional Parcels)

Aase's Point PUD Zoning 12-21-07

Land Use Designation

-  Ada County Zoning
-  Ada County Parcels Outline
-  Aases_Canyon_Parcels-12-21-07

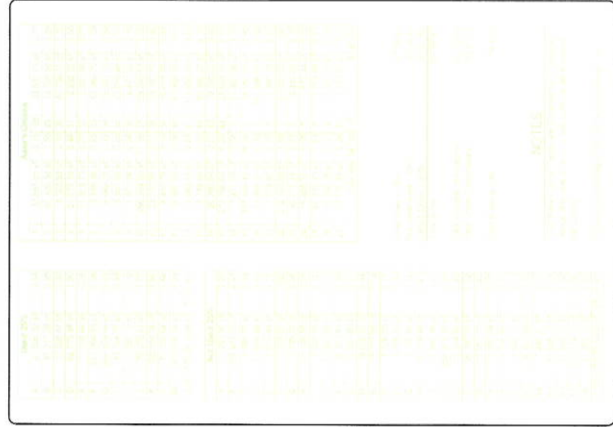
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Created by Boise Comprehensive Planning Division
Boise Planning and Development Services Department
December 12, 2007

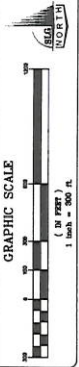
EXHIBIT D
(Boise Foothills Concept Plan)

VICINITY MAP



BOISE FOOTHILLS CONCEPT PLAN

DATE CREATED	DATE MODIFIED	PRINT DATE
07/19/2006	3/25/2008	3/25/2008



Stewart
Land Group

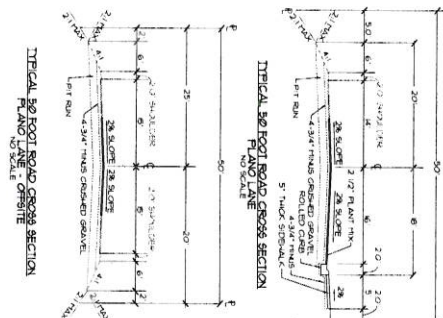
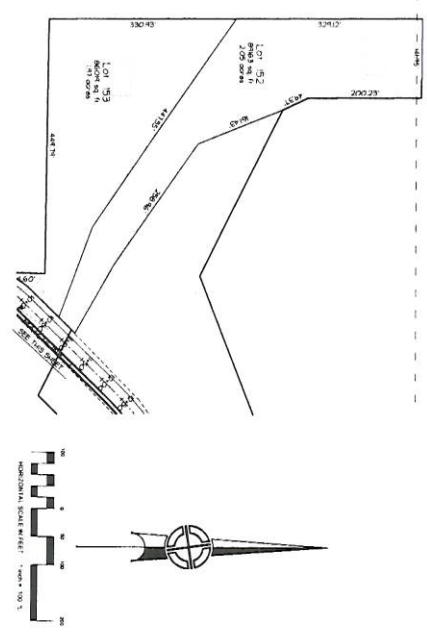
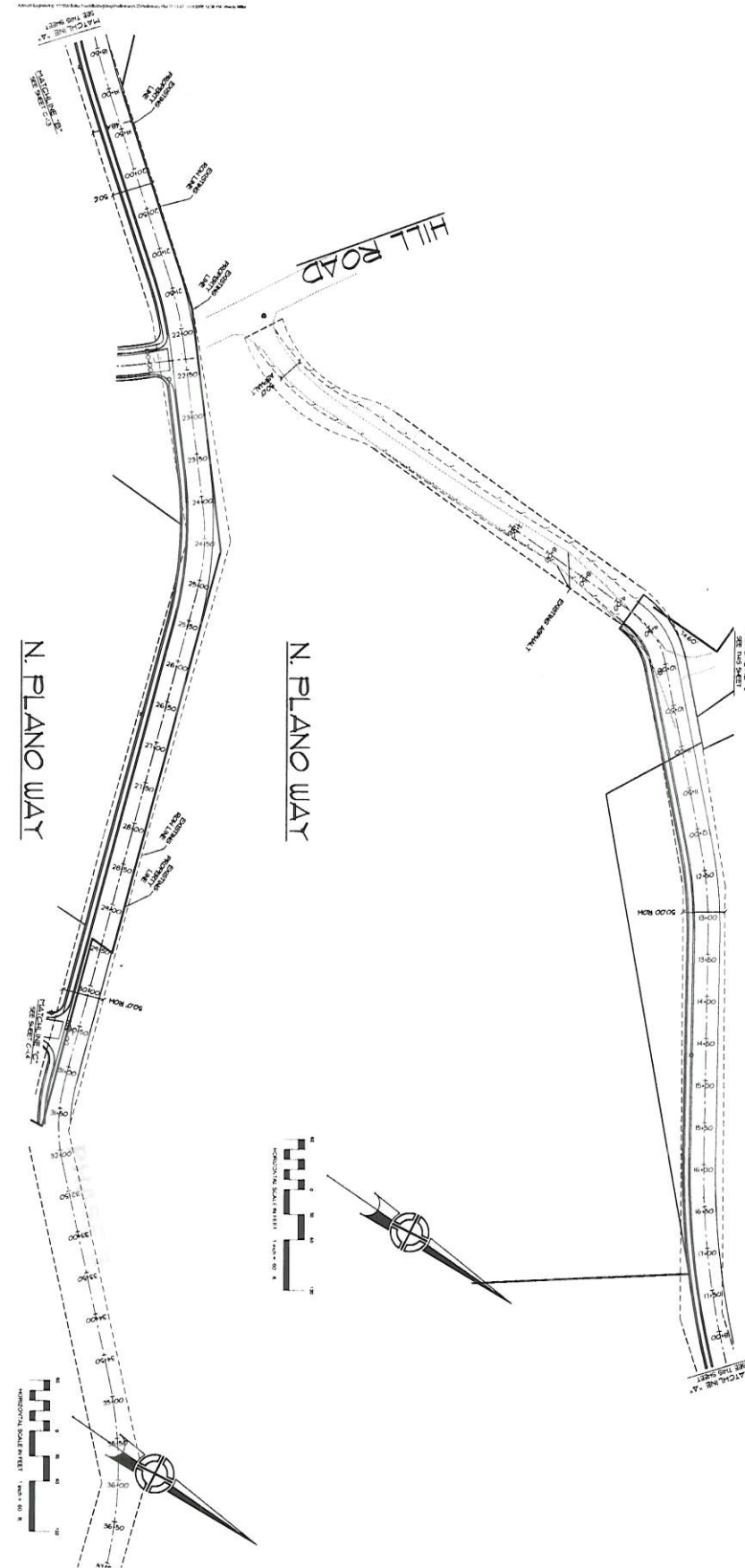
REAL ESTATE SERVICES
AN ALTIMETRO DEVELOPMENT SERVICES COMPANY

8955 So. Union Park Ave #600, Midvale, UT 84047
phone: (801) 253-5126 fax: (801) 253-9187

LEGEND	SHEET NO.
- Used Area > 25% - Not Used > 25% - Ecological Design Other Fields - Other Fields - Other Contingency - Conceptual - Cut, Fill and Setback - Property Boundary - Easels - Trail - Wildland Urban Fire Interface	1 OF 1

EXHIBIT E

(Plan Depicting Extension of N. Plano Way)



KEY NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS.
2. EXISTING VEGETATION SHALL BE REMOVED AND REPLANTED WITH SIMILAR SPECIES AND SIZE PLANTS.
3. ALL EROSION SHALL BE PREVENTED TO THE MAXIMUM EXTENT POSSIBLE.

FOR REVIEW

C-1.2

PLANO ROAD

SUBDIVISION

6890 N PLANO ROAD

BOISE, IDAHO

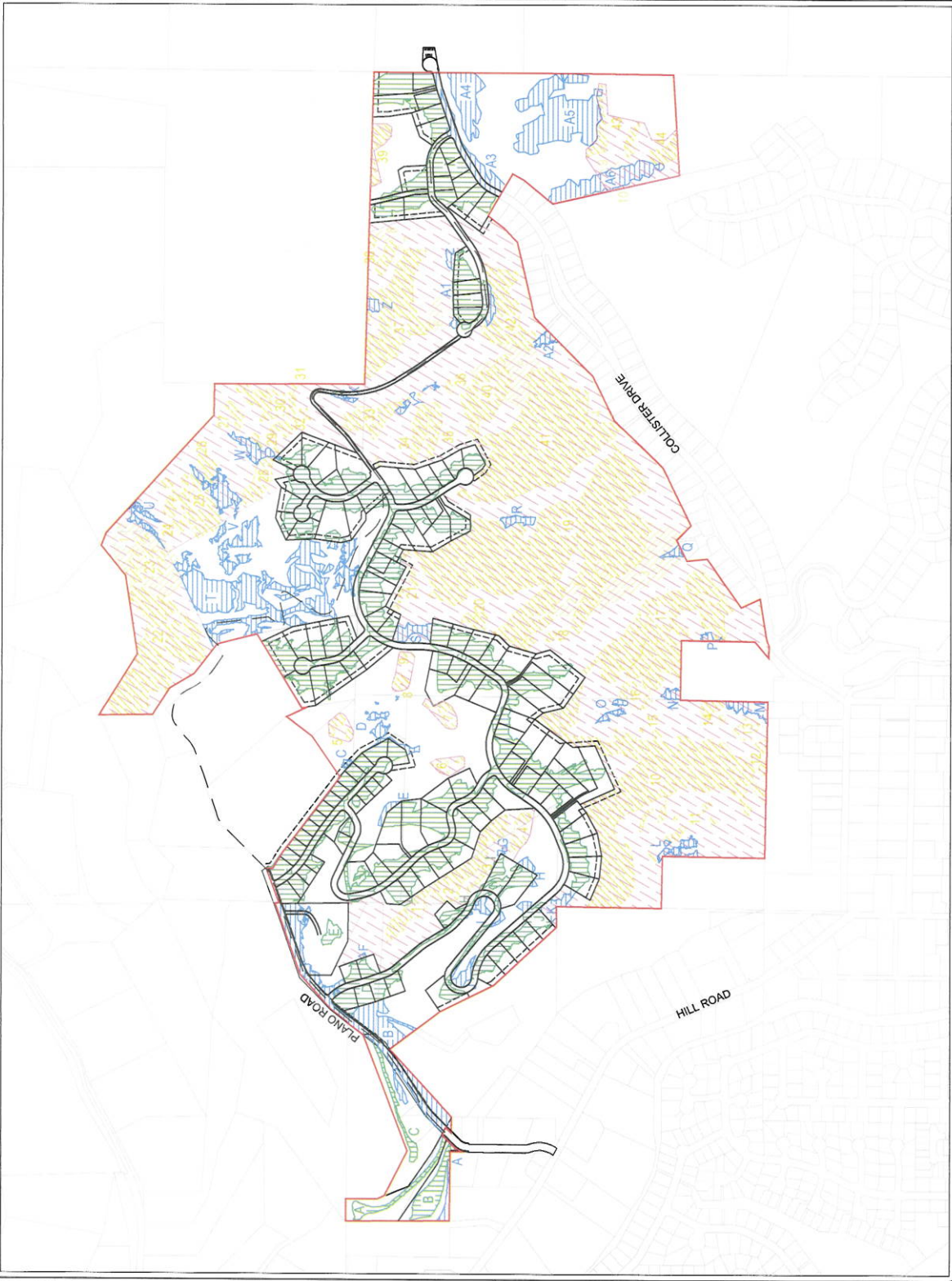
Azimuth Engineering, Inc.

1243 North Grove Street
Boise, Idaho 83702

Phone: 208.343.3000
Fax: 208.343.3002

EXHIBIT F

(Plan Depicting Onion Conservancy/Land Trust Property)



Asia's Pricers	
1	10,000,000
2	10,000,000
3	10,000,000
4	10,000,000
5	10,000,000
6	10,000,000
7	10,000,000
8	10,000,000
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96	10,000,000
97	10,000,000
98	10,000,000
99	10,000,000
100	10,000,000

Used Area = 25%	47.76 Ac
Not Used Area = 25%	25.30 Ac
Avail's Open Fields	81.91 Ac
Total Acres	154.97 Ac
Total Acreage of Property	332.75 Ac
Total Open Concurrence	169.70 Ac
Total Building Lots	154 Lots

NOTES

1) All Areas' Ocean Fields are Observed by Ecological Design and none a Ten (10) foot buffer as per Planning and Zoning

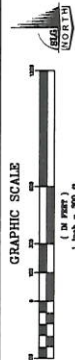
2) See Attached Report from Ecological Design, Inc

	Used 25%
A	23,856.32
B	41,317.09
C	17,528.47
D	82,779.98
E	11,118.68
F	221,364.93
G	864,525.45
H	43,104.75
I	7,087.16
J	76,278.43
K	569,514.34
L	71,280.64
M	272,078.04
	47,78.48

	Mean (SD), 25%	
A	1.24 (5.38)	4.2
B	1.62 (11.2)	4.2
C	1.82 (13.1)	0.3
D	1.82 (13.1)	0.3
E	1.82 (13.1)	0.3
F	1.82 (13.1)	0.3
G	1.82 (13.1)	0.3
H	1.82 (13.1)	0.3
I	1.82 (13.1)	0.3
J	1.82 (13.1)	0.3
K	1.82 (13.1)	0.3
L	1.82 (13.1)	0.3
M	1.82 (13.1)	0.3
N	1.82 (13.1)	0.3
O	1.82 (13.1)	0.3
P	1.82 (13.1)	0.3
Q	1.82 (13.1)	0.3
R	1.82 (13.1)	0.3
S	1.82 (13.1)	0.3
T	1.82 (13.1)	0.3
U	1.82 (13.1)	0.3
V	1.82 (13.1)	0.3
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X	1.82 (13.1)	0.3
Y	1.82 (13.1)	0.3
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AB	1.82 (13.1)	0.3
AC	1.82 (13.1)	0.3
AD	1.82 (13.1)	0.3
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AF	1.82 (13.1)	0.3
AG	1.82 (13.1)	0.3
AH	1.82 (13.1)	0.3
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AJ	1.82 (13.1)	0.3
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AQ	1.82 (13.1)	0.3
AR	1.82 (13.1)	0.3
AS	1.82 (13.1)	0.3
AT	1.82 (13.1)	0.3
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AV	1.82 (13.1)	0.3
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AX	1.82 (13.1)	0.3
AY	1.82 (13.1)	0.3
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BB	1.82 (13.1)	0.3
BC	1.82 (13.1)	0.3
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BE	1.82 (13.1)	0.3
BF	1.82 (13.1)	0.3
BG	1.82 (13.1)	0.3
BH	1.82 (13.1)	0.3
BI	1.82 (13.1)	0.3
BJ	1.82 (13.1)	0.3
BK	1.82 (13.1)	0.3
BL	1.82 (13.1)	0.3
BM	1.82 (13.1)	0.3
BN	1.82 (13.1)	0.3
BO	1.82 (13.1)	0.3
BP	1.82 (13.1)	0.3
BQ	1.82 (13.1)	0.3
BR	1.82 (13.1)	0.3
BS	1.82 (13.1)	0.3
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BU	1.82 (13.1)	0.3
BV	1.82 (13.1)	0.3
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CC	1.82 (13.1)	0.3
CD	1.82 (13.1)	0.3
CE	1.82 (13.1)	0.3
CF	1.82 (13.1)	0.3
CG	1.82 (13.1)	0.3
CH	1.82 (13.1)	0.3
CI	1.82 (13.1)	0.3
CJ	1.82 (13.1)	0.3
CK	1.82 (13.1)	0.3
CL	1.82 (13.1)	0.3
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DP	1.82 (13.1)	0.3
DQ	1.82 (13.1)	0.3
DR	1.82 (13.1)	0.3
DS	1.82 (13.1)	0.3

LEGEND		SHEET NO.
	Used Area > 25%	1 OF 1
	Not Used > 25%	
	Cut, Fill and Seaback	
	Property Boundary	
	Ada Permits	
	Ecological Design	
	Onion Fields	
	Onion Conservancy	
	Trail	
	Wildland Urban Edge Interface	

DATE CREATED	DATE MODIFIED	PRINT DATE
07/19/2006	6/30/2008	6/30/2008

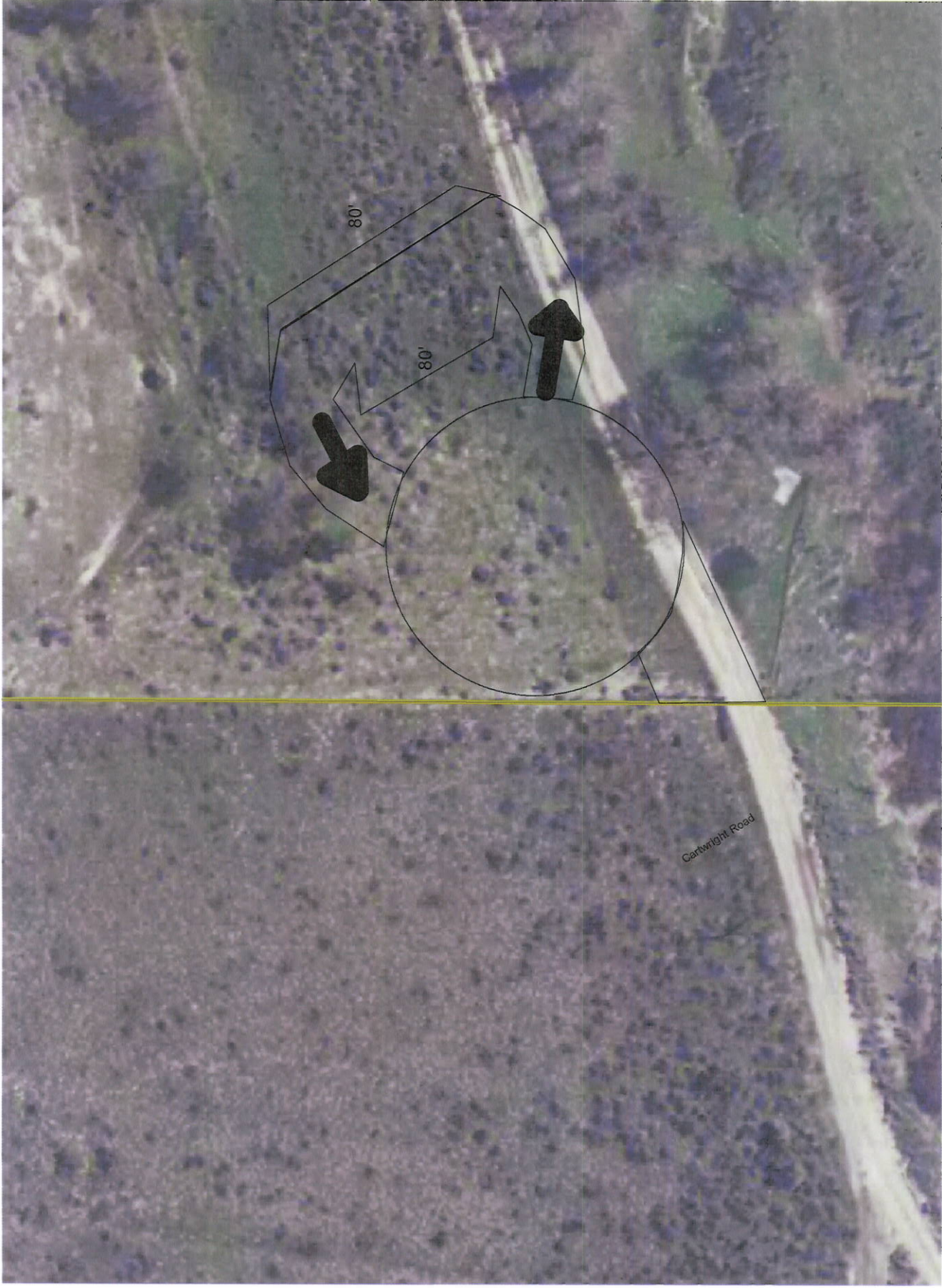


Stewart
Land Group
AN AMTEC DEVELOPMENT SERVICES COMPANY

REAL ESTATE SERVICES
6995 So. Union Park Ave #550 Midvale, UT 84047
phone: (801) 203-9126 fax: (801) 203-9187

EXHIBIT G

(Depiction of Trail Head Cul-de-Sac and Parking Lot Location)



Pole Cat Gulch Reserve

0 10 20 40 Feet