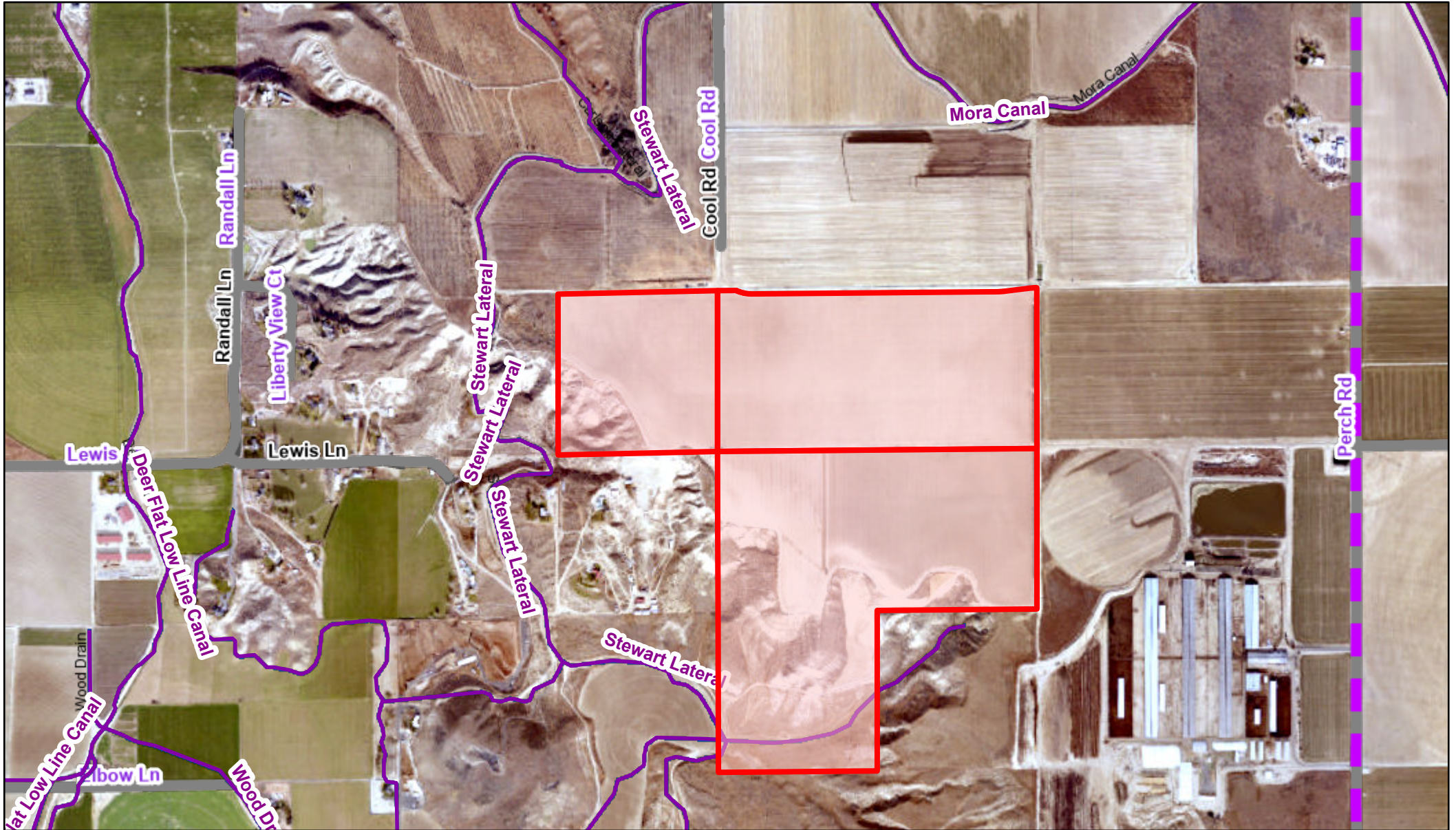


Canyon County, ID Web Map

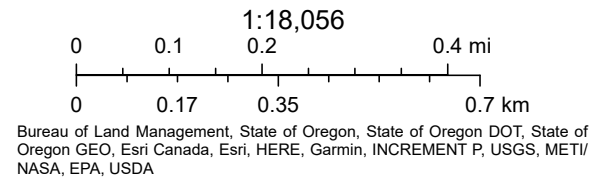


6/23/2023, 3:21:30 PM

- Multiple Parcel Search_Query result
- Hydro_NHDFlowline
- Hydro_NHDFlowline
- CC_PrivateRoads

- CanyonCountyRoads
- Roads
- ITDFunctionalClassification
- Major Collector

- Canyon County Imagery_2019
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: <u>IMH Boise Cimarron LLC</u>
	MAILING ADDRESS: <u>10650 Scripps Ranch Blvd Ste 216 San Diego CA 92131-2472</u>
	PHONE: <u>(208) 724-6239</u> EMAIL: <u>jarronlangston@gmail.com</u>

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: [Signature] Date: 8/17/2024

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: <u>Will Mason</u>
	COMPANY NAME: <u>Mason and Associates, Inc</u>
	MAILING ADDRESS: <u>924 3rd street S. Ste B, Nampa ID 83651</u>
	PHONE: <u>(208) 454-0256</u> EMAIL: <u>willmason@masonandassociates.us</u>

SITE INFO	STREET ADDRESS:	
	PARCEL #: <u>R30022, R30143 R30039</u>	LOT SIZE/AREA: <u>238.99 acres</u>
	LOT:	BLOCK: SUBDIVISION:
	QUARTER: <u>NW & SW</u>	SECTION: <u>7,9,17</u> TOWNSHIP: <u>2N</u> RANGE: <u>3W</u>
	ZONING DISTRICT: <u>R-R-Conditional Rezone</u> FLOODZONE (YES/NO): <u>(NO)</u>	

HEARING LEVEL APPS	<input type="checkbox"/> CONDITIONAL USE	<input type="checkbox"/> COMP PLAN AMENDMENT	<input type="checkbox"/> CONDITIONAL REZONE
	<input type="checkbox"/> ZONING AMENDMENT (REZONE)	<input type="checkbox"/> DEV. AGREEMENT MODIFICATION	<input type="checkbox"/> VARIANCE > 33%
	<input type="checkbox"/> MINOR REPLAT	<input type="checkbox"/> VACATION	<input type="checkbox"/> APPEAL
	<input type="checkbox"/> SHORT PLAT SUBDIVISION	<input checked="" type="checkbox"/> PRELIMINARY PLAT SUBDIVISION	<input type="checkbox"/> FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	<input type="checkbox"/> ADMINISTRATIVE LAND DIVISION	<input type="checkbox"/> EASEMENT REDUCTION	<input type="checkbox"/> SIGN PERMIT
	<input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> VARIANCE 33% >
	<input type="checkbox"/> PRIVATE ROAD NAME	<input type="checkbox"/> TEMPORARY USE	<input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER _____		

CASE NUMBER: <u>SD2022-0002</u>	DATE RECEIVED: <u>1-6-22</u>
RECEIVED BY: <u>ca</u>	APPLICATION FEE: <u>4,030.00</u> <input checked="" type="checkbox"/> MO <input type="checkbox"/> CC <input type="checkbox"/> CASH

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



GENERAL

1. HOW MANY LOTS ARE YOU PROPOSING?
Residential 238 Non-buildable — Common 21
2. AVERAGE LOT SIZE OF THE RESIDENTIAL PARCELS
0.63 ACRES

IRRIGATION

1. IRRIGATION WATER IS PROVIDED VIA:
 Irrigation Well Surface Water
2. WHAT PERCENTAGE OF THE PROPERTY HAS WATER? 89.5 %
3. HOW MANY INCHES OF WATER ARE AVAILABLE TO PROPERTY? 214
4. HOW DO YOU PLAN TO RETAIN STORM AND EXCESS WATER ON EACH LOT?
swales on individual lots
5. HOW DO YOU PLAN TO PROCESS STORM WATER / EXCESS IRRIGATION WATER PRIOR TO IT ENTERING THE ESTABLISHED DRAINAGE SYSTEM?
filtration through vegetation

ROADS

1. ROADS WITHIN THE DEVELOPMENT WILL BE:
 Public Private N/A

* Private Road names must be approved by the County and the private road application submitted with the Preliminary Plat*

HILLSIDE DEVELOPMENT

1. OF THE TOTAL LOTS REQUESTED, HOW MANY OF THE LOTS WILL CONTAIN SLOPES GREATER THAN 15%?
Residential 7 Non-Buildable — Common 1
2. WILL THE PROPOSED ROAD (S) BE LOCATED WITHIN ANY AREA THAT HAS SLOPES GREATER THAN 15%?
 YES NO

*If YES, a grading plan is required.

SUBDIVISION WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



SUBDIVISIONS WITHIN AN AREA OF CITY IMPACT

NA - NOT in Impact Area

1. **WILL YOU BE REQUESTING WAIVERS OF SUBDIVISION IMPROVEMENT REQUIREMENTS FROM THE CITY?**

YES NO

2. **IF YES, WHICH WAIVERS WILL YOU BE REQUESTING?**

CURBS GUTTERS SIDEWALKS STREETLIGHTS LANDSCAPING

Attachments

- IMH Boise Cimarron Master Application
- IMH Boise Cimarron Irrigation Plan Application
- IMH Boise Cimarron Subdivision Worksheet
 - LETTER OF EXPLANATION
 - Cimarron Ridge Development Agreement
 - AP0821 PP 1-4-22
 - AP0821 Prelim Hillside 1-4-22
 - AP0821SD Storm Drain
 - AP0821 Cimarron Ridge Preliminary Hillside Development w Cover Sheet
 - AP0821 Short and Long Swale Protection

 - IDWR Water Right 63-3298
 - IDWR Water Right 63-34320
 - Cimarron Ridge Traffic Impact Study – Supplemental (Thompson Engineers)
 - Cimarron Ridge Traffic Impact Study Appendix (1) (Thompson Engineers)
 - Cimarron Ridge Traffic Impact Study (Thompson Engineers)
 - Environmental Site Assessment (GeoEngineers)
 - Soil Evaluation (Associated Earth Sciences)
 - Geotechnical Investigation (Atlas)
 - 210825 Cimarron Sub AR Landscape Plan 21-2119
 - Cimarron Deed
 - Cimarron Title Commitment Package
 - RE_ Cimarron Ridge- Weed And Gopher Control Plan

PRELIMINARY PLAT SUBMITTAL LIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

<input checked="" type="checkbox"/> Master Application completed and signed
<input checked="" type="checkbox"/> Irrigation Plan
<input checked="" type="checkbox"/> Detailed letter fully describing the request or project, include total number of lots, buildable lots, open space lots, size of lots, improvements and how you will mitigate adverse impacts
<input checked="" type="checkbox"/> Subdivision Worksheet
<input checked="" type="checkbox"/> Private Road Name application (if internal roads are private) <i>Roads to be public</i>
<input checked="" type="checkbox"/> Easement reduction application (if requesting an easement width less than 60 feet)
<input checked="" type="checkbox"/> Preliminary Drainage Plan
<input checked="" type="checkbox"/> Preliminary Irrigation Plan
<input checked="" type="checkbox"/> Preliminary Grading plan
<input checked="" type="checkbox"/> Copy of Preliminary Plat
<input checked="" type="checkbox"/> Deed or evidence of property interest to all subject properties.
<input checked="" type="checkbox"/> \$1440 + \$10/lot +\$100 (if in a city area of impact) non-refundable fee

NOTES:

1. After the plat is reviewed and found to be in compliance, an **additional five (5) copies and one electronic version of the final plat** shall be submitted.
2. It is highly recommended you approach Idaho Department of Water Resources and Southwest District Health to have a pre-application regarding your proposed development meeting prior to submittal to this department.

PROCESS: PUBLIC HEARING

SITE PLAN & LETTER OF INTENT - CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



The site plan is a detailed GRAPHICAL description of existing and proposed site features. Include all applicable items on your site plan:

- All existing and proposed structures and dimensions (i.e. 40'x30' shop, 20'x20' shed, 40'x50' house, 10' windmill, etc.)
- Infrastructure: well, septic, irrigation ditch, settling ponds, drainage swales, etc.
- Transportation: parking, loading areas, driveways, etc. adjacent driveways, roads, highways or other accesses
- Easement locations and dimensions
- Setbacks from property lines, section lines, collectors and arterial roads and/or building envelope
- Areas of steep slopes, wetlands, and/or floodplain
- Existing or proposed fences
- Signs
- Major landscaping or hardscaping, such as large trees, berms, or retaining walls, water features
- Areas of activity, outdoor seating, food vendor area, stockpiling, open pit, etc.
- Any other site features worth noting

The Letter of Intent is a detailed WRITTEN description of proposed and existing uses at the site. Include all applicable items in your letter:

- A description of the proposed use and existing uses
- A description of the proposed request and why it is being requested
- Expected traffic counts and patterns
- Phasing of development
- How proposed use may affect neighboring uses
- A description or further explanation of the site features (see site plan list above)
- Explanation of any other permits through other agencies that may be required
- Description of business operations, such as number of employees, hours of operation, delivery and shipping
- A description of how the proposed use is consistent with specific zoning criteria or comprehensive plan policies
- Any other items which may require further explanation

IRRIGATION PLAN APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Applicant(s) IMH Boise Cimarron LLC (208) 724-6239
Name Daytime Telephone Number
10650 Scripps Ranch Blvd, ste 216, San Diego CA 92131-2472
Street Address City, State Zip

Representative Name Mason and Associates, Inc (208) 454-0256 masonandassociates.us
Daytime Telephone Number / E-mail Address
924 3rd Street S, Ste B Nampa, ID 83651
Street Address City, State Zip

Location of Subject Property: Cool Rd and Peich Rd
Two Nearest Cross Streets or Property Address City

Assessor's Account Number(s): R 30023, 30039, 30143 Section 3, 4, 17 Township 2N Range 3W

This land:

Has water rights available to it.

Is dry and has no water rights available to it. If dry, please sign this document and return to the Development Services Department representative from whom you received it.

Idaho Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water delivery entity ... no subdivision plat or amendment to a subdivision plat or any other plat or may recognized by the city or county for the division of land will be accepted, approved, and recorded unless:"

- a. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- b. The owner, person, firm, or corporation filing the subdivision plat or amendment to a subdivision plat or map has provided underground tile or conduit for lots of one (1) acre or less, or a suitable system for lots of more than one (1) acre which will deliver water to those land owners within the subdivision who are also within the irrigation entity with the appropriate approvals:
 1. For proposed subdivisions located within negotiated area of city impact, both city and county zoning authorities must approve such irrigation system in accordance with Idaho Code Section 50-1306. In addition, the irrigation entity charged with the delivery of water to said lands must be advised regarding the irrigation system.

2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands.

To better understand your irrigation request, we need to ask you a few questions. A list of the map requirements follows the short questionnaire. Any information missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners.

1. Are you within an area of negotiated City Impact? _____ Yes No
If yes, please include a copy of approvals by the City Planning & Zoning Commission and City Council of your Irrigation Plan.

2. What is the name of the irrigation and drainage entities servicing the property?

Irrigation: IDWR

Drainage: —

3. How many acres is the property being subdivided? 238.99

4. What percentage of this property has water? 89.5

5. How many inches of water are available to the property? 214

6. How is the land currently irrigated? Surface Irrigation Well
 Sprinkler Above Ground Pipe Underground Pipe

7. How is the land to be irrigated after it is subdivided? Surface Irrigation Well
 Sprinkler Above Ground Pipe Underground Pipe

8. Please describe how the head gate/pump connects to the canal and irrigated land and where ditches and/or pipes go.

-Property will be watered via well

9. Are there irrigation easement(s) on the property? Yes No

10. How do you plan to retain storm and excess water on each lot?

Via Swales

11. How do you plan to remove the storm water /excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)

filtration through vegetation

===== Applicant Acknowledgement =====

I, the undersigned, agree that prior to the Development Services Department accepting this application I am responsible to have all of the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior the Board's signature on the final plat.

Signed: [Signature] Date: 8 / 17 / 2021
Property Owner (Application Submitted)

Signed: William J. Mason Date: 8 / 27 / 2021
Applicant/Representative (if not property owner) (Application Submitted)

Accepted By: _____ Date: ____/____/____
Director / Staff

Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on your map:

- 1 All canals, ditches, and laterals with their respective names.
- 2 Head gate location and/or point of delivery of water to the property by the irrigation entity.
- 3 Rise locations and types, if any.
- 4 Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
- 5 Slope of the property in various locations.
- 6 Direction of water flow (use short arrows → on your map to indicate water flow direction).
- 7 Direction of wastewater flow (use long arrows -----→ on your map to indicate wastewater direction).
- 8 Location of drainage ponds or swales, anywhere wastewater will be retained on the property.
- 9 Other information: Water right information from IOWE included in the packet.

Also, provide the following documentation:

- Copy of any water users' association / agreement (s) that are currently in effect, which outlines water schedules and maintenance responsibilities.



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Ste B, Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 467-4130
Email: wmason@masonandassociates.us

LETTER OF EXPLANATION
CIMARRON RIDGE
PRELIMINARY PLAT

This subject property development will follow conditions of a previously approved conditional use permit with development agreement (08-016) for Cimarron Ridge, that allows residential lots to be built at this location.

This property is located within the SE 1/4 SE 1/4 of section 7, and a portion of the SW 1/4 SW 1/4 and a portion of the SE 1/4 SW 1/4 of Section 8, and the N 1/2 NW 1/4, and the SW 1/4 NW 1/4 of Section 17, T2N and R3W, Boise Meridian, Canyon County, Idaho. The property is generally located west of Perch Rd and south of Cool Rd. The acreage is approximately 238.99.

The Cimarron Ridge preliminary plat has 238 residential lots. In addition, there will be 21 common lots. The minimum lot size is 14,604 sf (.33 acres) and the average lot size is 27516 sf (.63 acres). In the large useable common space areas there will be soccer fields, walking paths and a clubhouse with a pool. There will also be common space that showcases the landscape native to the area along with pathways and gazebos to take in scenic views. A landscape plan is provided.

Expected traffic counts and patterns are explained in the provided traffic study.

Per the development agreement, Canyon County was contacted for a weed and gopher control plan. The Superintendent of Canyon County Weeds met on site and an email of his conclusions are included.

A portion of the property will be affected by slopes greater than 15%. A preliminary hillside development plan is included. An environmental assessment and soil/hydrology/geology report is included.

The lots in the majority of the proposed subdivision will be serviced from central water and sewer systems. The lots in the southern portion of the property will be serviced by individual wells and individual septic systems. Pressurized irrigation will also be provided to residential lots and other areas covered by the water rights to the property. Water rights are through Idaho Department of Water Resources (IDWR).

The plan is to develop the property in three phases. There is a phasing plan included.

The majority of neighborhood uses include agricultural/farming. There will be a large 400 foot buffer on the east side of the property between the existing dairy and this subdivision. This large buffer will be free of residential homes and this will help mitigate any negative impact that the increased residential density will have on the dairy.

The proposed residential use is in compliance with the existing development agreement with Canyon County and thus consistent with the comprehensive plan.

INSTRUMENT NO. 2000050830

ORDINANCE NO. 08-016

**ORDINANCE DIRECTING AMENDMENTS TO CANYON COUNTY ZONING
ORDINANCE NO. 05-002 (Chapter 7, County Code of Ordinances)
(ROBERT GRAY AND RICHARD RAWLINGS REZONE)**

**AN ORDINANCE OF CANYON COUNTY, IDAHO DIRECTING
AMENDMENTS TO CANYON COUNTY ZONING ORDINANCE NO. 05-002
(Chapter 7, Canyon County Code of Ordinances); PROVIDING FOR TITLE,
STRUCTURE, PURPOSE AND AUTHORITY CLAUSES; REZONE;
SEVERABILITY; AND AN EFFECTIVE DATE.**

Be It Ordained by the Board of County Commissioners of Canyon County, Idaho:

SECTION 1. TITLE.

This Ordinance shall be known as the "Ordinance Directing Amendments to Canyon County Zoning Ordinance No. 05-002 (Chapter 7, Canyon County Code of Ordinances)(Robert Gray and Richard Rawlings Rezone)."

SECTION 2. STRUCTURE.

Titles and subtitles of this Ordinance are only used for organization and structure and the language in each paragraph of this Ordinance should control with regard to determining the legislative intent and meaning of the Board of County Commissioners.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to authorize the rezoning of the property described in Section 5 of this Ordinance from "A" (Agricultural) to an "R-R" (Rural Residential) zone. The purpose of this Ordinance is also to authorize amendments to the Official Maps of Canyon County Zoning Ordinance No. 05-002 to reflect the rezone authorized by this Ordinance.

SECTION 4. AUTHORITY.

This Ordinance amending Canyon County Zoning Ordinance No. 05-002 is enacted pursuant to the authority conferred by Canyon County Zoning Ordinance No. 05-002, Chapter 7, Article 6; and Idaho Code §§ 67-6511, 67-6511A, 31-714, 31-801 and 31-828.

ORDINANCE NO.: 08-016
AMENDMENTS TO CANYON COUNTY ZONING
ORDINANCE NO. 05-002
CONDITIONAL REZONE

REQUEST CANYON COUNTY
TYPE: Ordinance Fee

WILLIAM H. HURST
CANYON CNTY RECORDER
BY W. A. Blanton

2000 SEP 22 PM 3 59

RECORDED

2008050830
Page 1 of 3
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SECTION 5. CONDITIONAL REZONE.

Six parcels totaling approximately 422 acres, which are described on the attached Exhibit "A," and incorporated herein by reference, shall be and are conditionally rezoned from "A" (Agricultural) to "R-R" (Rural Residential) pursuant to Findings of Fact, Conclusions of Law and Order issued on September 22, 2008 by the Canyon County Board of Commissioners as authorized by Canyon County Zoning Ordinance No. 05-002, Chapter 7, Article 6; the Idaho Constitution; and Idaho Code §§ 67-6511, 67-6511A.

SECTION 6. SEVERABILITY CLAUSE.

Should any provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance in whole or in part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its passage, approval and publication, as provided by law, in one issue of the Idaho Press-Tribune.

ADOPTED AND APPROVED this 22 day of September, 2008.



**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

David J. Ferdinand, II Chairman

Matt Beebe
Commissioner Matt Beebe

Steven J. Rule
Commissioner Steven J. Rule

ATTEST: WILLIAM H. HURST

By: Claudia Arnold
Deputy

Date: 9-22-08

Publication Date: 9-26, 2008, Idaho Press-Tribune

ORDINANCE NO.: 08-016
AMENDMENTS TO CANYON COUNTY ZONING
ORDINANCE NO. 05-002
CONDITIONAL REZONE

EXHIBIT A

**LEGAL DESCRIPTION
CASE NO. CPR2008-1**

PARCELS OWNED BY ROBERT AND CAROL GRAY

Parcels 30038 and 30040

The North One-Half of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southeast Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcels R30034

All that part of the Southeast Quarter of the Northwest Quarter lying South and West of the Mora Canal, and all that part of the Southwest Quarter of the Northeast Quarter lying South of the Mora Canal, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCELS OWNED BY RICHARD AND JUDITH RAWLINGS

Parcel 30022

The Southeast Quarter of the Southeast Quarter, all in Section 7, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel 30039

The Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel R30143

North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, all in Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

ORDINANCE NO.: 08-016
AMENDMENTS TO CANYON COUNTY ZONING
ORDINANCE NO. 05-002
CONDITIONAL REZONE

15ppp

BY *William H. Hurst*
WILLIAM H. HURST
CANYON CNTY RECORD

2008 SEP 22 PM 4 13

RECORDED

2008050832

REQUEST Canyon County
TYPE *SEA* FEE *0*

NO. 08-110

**CANYON COUNTY/ROBERT GRAY AND RICHARD RAWLINGS
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement"), made and entered into this 22 day of September, 2008, by and between Canyon County, Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "County," and Robert Gray and Carol Gray, husband and wife, and Richard Rawlings and Judith Rawlings, husband and wife (collectively referred to hereinafter as "Developers").

WITNESSETH

WHEREAS, Developers applied at the County to conditionally rezone, from an "A" (Agricultural) zone to a "R-R" (Rural Residential) zone, 6 parcels totaling approximately 422 acres, which are legally described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as "Subject Properties");

WHEREAS, Parcels R30034, R30038 and R30040 are owned by Robert Gray and Carol Gray, and Parcels R30022, R30039 and R30143 are owned by Richard Rawlings and Judith Rawlings;

WHEREAS, on August 12, 2008, the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Properties to a "R-R" (Rural Residential) zone, which was done with Developers' approval. The conditions of the approval for the conditional rezone are attached hereto as Exhibit "B";

WHEREAS, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances § 07-06-07(2), Canyon County Zoning Ordinance No. 05-002, and to ensure the Developers will implement and be bound by the conditions of the conditional rezone order issued by the Canyon County Board of Commissioners; and

WHEREAS, the County and Developers desire to formalize their respective rights and responsibilities as required by Canyon County Amended Resolution No. 95-232 entitled, "Rules Governing the Creation, Form, Recording, Modification, Enforcement and Termination of Written Commitments (Development Agreements)" and the Canyon County Code.

NOW THEREFORE, the parties do hereby agree to the following terms and conditions.

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

SECTION 1. STRUCTURE

Titles and subtitles of this Agreement are only used for organization and structure. The language in each paragraph of this Agreement should control with regard to determining the intent and meaning of the parties.

SECTION 2. AUTHORIZATION

This Agreement is authorized by Idaho Code Section 67-6511A, and is required by Article 6 Section 7 (Conditional Rezone) of Canyon County Zoning Ordinance No. 05-002. Canyon County Amended Resolution No. 95-232 sets forth the rules governing the creation, form, recording, modification, enforcement and termination of written commitments (Development Agreements).

Pursuant to County Resolution 95-232, the *Development Agreement* must be approved by the Board of County Commissioners upon recommendation of the Planning and Zoning Commission, which recommendation may be accepted, modified or rejected. A preliminary, conditional rezoning approval becomes final when the conditions set forth in the recorded Agreement have been fully met as determined by the Director of the Development Services Department.

SECTION 3. PROPERTY OWNER

Developers are the owners of the Subject Properties, which are located in Canyon County, Idaho, and more particularly described in Exhibit "A", which real property is the subject matter of this Agreement. Developers represent that they currently hold the complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

SECTION 4. RECORDATION AND TERM

Pursuant to Idaho Code § 67-6511A and County Resolution 95-232, this Agreement will be recorded by the Clerk in the office of the Canyon County Recorder and will take effect upon the adoption, by the Board of County Commissioners, of the necessary amendment to the zoning ordinance. The County Clerk will provide a copy of the recorded Agreement to the Director of the Development Services Department, the Prosecuting Attorney, and each of the parties.

The Agreement will run with the land and bind the Subject Properties in perpetuity, only as in accordance with law, and inures to the benefit of, and is enforceable by, the parties and their respective legal representatives, heirs, successors, or assigns. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the Subject

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

Properties to allow for a higher density use or if annexation of the Subject Properties by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Subject Properties that is actually rezoned or annexed, while the remainder of the Subject Properties shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Walker Bush, President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

SECTION 5. MODIFICATION

This Agreement may be modified only in writing signed by the parties after complying with the notice and hearing procedures of Idaho Code § 67-6509. Pursuant to County Resolution 95-232, the modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

SECTION 6. APPLICABILITY OF OTHER LAWS TO THE SUBJECT PROPERTIES

This Agreement does not prevent the County, in subsequent actions applicable to the Subject Properties, from applying new rules, regulations, resolutions or policies that do not conflict with this Agreement.

SECTION 7. COMMITMENTS

Developers will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) to "R-R" (Rural Residential) zoning, which conditions are attached hereto as Exhibit "B".

SECTION 8. USES, DENSITY, AND HEIGHT AND SIZE OF BUILDINGS

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7. The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to an "R-R" (Rural Residential) zone and those provisions of law that are otherwise applicable to the Subject Properties.

SECTION 9. LIABILITY AND INDEMNITY OF COUNTY

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

- A. **County Review.** Developers acknowledge and agree that it shall not hold or attempt to hold the County liable, in any way, for any damages or injuries that may be sustained by Developers as a result of the County's review, and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances do not, and shall not, in any way, be deemed to insure Developers, or any of their heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and at any time.
- B. **County Procedures.** Developers acknowledge that notices, meetings, and hearings have been properly given and held by the County with respect to Developers' conditional rezoning application in Case No. CPR2008-1 and any resulting development agreements, ordinances, rules, regulations, resolutions or orders of the Board of County Commissioners and agree not to challenge any of such actions.
- C. **Indemnity.** Developers agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted by Developers in any way connected with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this Agreement; and (iii) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements. Further, Developers agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted by any party that arise from, or are in any way connected to, the negligence or other wrongdoing by the Developers.

SECTION 10. PERIODIC REVIEW

The Director of the Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time a development of the Subject Properties is platted.

SECTION 11. ENFORCEMENT

Unless terminated pursuant to this Agreement, the terms of this Agreement are enforceable by any party hereto, or their successors in interest, notwithstanding any subsequent

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

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change in any applicable law adopted by the County that alters or amends the laws, ordinances, resolutions, rules, or policies (hereinafter referred to as "laws") specified in this Section, except as provided in Section 6 of this Agreement.

All laws governing permitted uses of the Subject Properties, including, but not limited to, use, density, design, height, size, and building specifications of proposed buildings, construction standards and specifications, and water utilization requirements applicable to the development of the Subject Properties, are those laws applicable and in force at the time this Agreement is executed (Ord. 05-002, as amended as of the effective date of this Agreement), notwithstanding any subsequent change in any applicable laws adopted by the County, which alter or amend the laws specified in this Section, except as provided in Section 6 of this Agreement.

Such subsequent change is void as applied to the Subject Properties to the extent that it changes any laws which any party to this Agreement has agreed to maintain in force as written at the time of execution, except as provided in Section 6 of this Agreement; provided that this Agreement does not prevent the Board from requiring the parties to comply with laws of general applicability enacted subsequent to the date of the Agreement if they could have been lawfully applied to the Subject Properties at the time of execution of the Agreement, provided the Board finds it necessary to impose the requirements, because a failure to do so would place the residents of a subdivision or of the immediate community, or both, in a condition perilous to the residents' health or safety, or both.

Enforcement of the rules will be according to the Canyon County Zoning Ordinance No. 05-002, and as amended, and/or any other remedy provided by law.

SECTION 12. REQUIRED PERFORMANCE

Developers shall comply with all commitments set out in this Agreement and shall timely and satisfactorily carry out all required performance to appropriately maintain, in the discretion of the County, all commitments set forth in this Agreement.

SECTION 13. DEFAULT AND REMEDIES

In the event of a default or breach of this Agreement, or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in the manner deemed most reasonable by the non-breaching party. The time of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured,

Canyon County/Robert Gray and Richard Rawlings
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then no default shall exist and the charging party shall take no further action. Provided, however, that under no circumstances shall a party to this agreement be permitted to cure the same default or breach more than two (2) times.

SECTION 14. ZONING REVERSION

The execution of this Agreement is deemed written consent by Developers to change the zoning of the Subject Properties to its prior zoning designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and by this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code § 67-6511A.

Upon notice and hearing, as provided in this Agreement and in Idaho Code § 67-6509, if the Subject Properties are not used as approved or is abandoned, or conditions are not met, or commitments not kept, the County Commissioners may cause the Subject Properties to revert to the zoning designation (and the allowed land uses of that zoning designation) existing immediately prior to the conditional rezone action, i.e., the Subject Properties may revert back to the "A" (Agricultural) zone designation.

SECTION 15. COMPLIANCE WITH LAWS

Developers agree that they will comply with all federal, state, county, local and agency laws, rules and regulations, which appertain to the Subject Properties, including the requirements of County Amended Resolution No. 95-232, which by this reference is fully incorporated herein. Developers' failure to comply with the above laws or the terms of this Agreement will subject it to an enforcement action by County in a court of competent jurisdiction.

SECTION 16. RELATIONSHIP OF PARTIES

It is understood that this Agreement between Developers and the County is such that Developers are independent contractors and are not agents of the County.

SECTION 17. CHANGES IN LAW

Any reference to laws, ordinances, rules, regulations or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended, except as provided for in Section 11 of this Agreement.

SECTION 18. NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) on the third business day after being deposited

Canyon County/Robert Gray and Richard Rawlings
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in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to County will be addressed to, and delivered at, the following address:

Director
Development Services Department
Canyon County Courthouse
1115 Albany Street
Caldwell, ID 83605

Notices and communications required to be given to Developers will be addressed to, and delivered at, the following address:

Robert Gray
Carol Gray
10700 Cool Road
Caldwell, Idaho 83607

Richard Rawlings
Judith Rawlings
549 Bayhill Drive
Nampa, Idaho 83686

A party may change its address by giving notice in writing to the other party. Thereafter, notices and other communications will be addressed and delivered to the new address.

SECTION 19. TERMINATION

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code § 67-6509, and the zoning designation upon which the use is based may be reversed, upon the failure of Developers or each subsequent owner or person acquiring an interest in the Subject Properties, to comply with the terms of this Agreement, as provided in Section 4 of this Agreement.

If this Agreement is terminated, and the zoning designation is reversed, a document recording such termination and zoning reversal will be recorded by the Clerk in the office of the Canyon County Recorder and distributed to the same parties noticed above.

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

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SECTION 20. EFFECTIVE DATE

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of an ordinance amending Canyon County Zoning Ordinance No. 05-002 to reflect the conditional rezone.

SECTION 21. TIME OF ESSENCE

Time is of the essence in the performance of all terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

DEVELOPERS

David J. Ferdinand, II, Chairman

Robert Gray

Matt Beebe, Member

Carol Gray

Steven J. Rute, Member

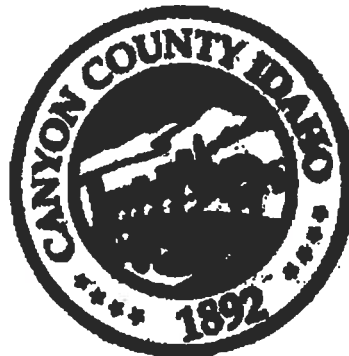
Richard Rawlings

Attest: WILLIAM H. HURST

Judith Rawlings

By: _____
Deputy

Date: 9-22-08

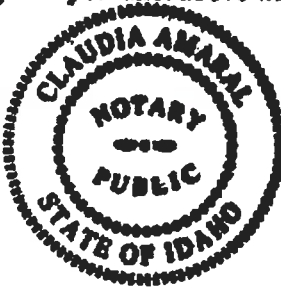


Canyon County/Robert Gray and Richard Rawlings
Development Agreement -8-

STATE OF IDAHO)
 ss.
County of Canyon)

On this 22 day of September, 2008, before me, a Notary Public in and for said State, personally appeared, ~~DAVID J. FERDINAND, II~~, MATT BEEBE and STEVEN J. RULE known or identified to me to be the duly elected commissioners of the Board of County Commissioners of the County of Canyon, a political subdivision of the State of Idaho, that executed the said instrument, and acknowledged to me that such County of Canyon, State of Idaho executed the same.

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

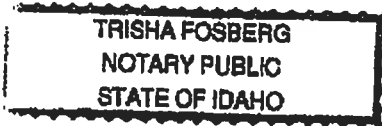


Claudia Amarel
Notary Public for Idaho
Residing at: Caldwell, Id.
My Commission Expires: 3-15-14

STATE OF IDAHO)
 ss.
County of Canyon)

On this 18 day of September, 2008, before me, a notary public, personally appeared Robert Gray, known by me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



Trisha Fosberg
Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 08/16/2012

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

STATE OF IDAHO)
 ss.
County of Canyon)

On this 16 day of September, 2008, before me, a notary public, personally appeared Carol Gray, known by me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



Trisha Fosberg
Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 08/16/2012

STATE OF IDAHO)
 ss.
County of Canyon)

On this ____ day of September, 2008, before me, a notary public, personally appeared Richard Rawlings, known by me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

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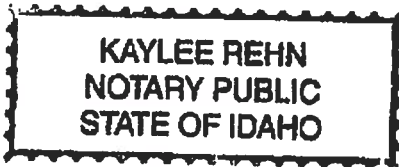
STATE OF IDAHO)

ss.

County of Canyon)

WR
JK and On this 19 day of September, 2008, before me, a notary public, personally appeared Richard Rawlin
Judith Rawlings, known by me, or proved to me on the basis of satisfactory evidence to be the
persons whose names are subscribed to the within and foregoing instrument and acknowledged to
me that they executed the same.

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



Kaylee Rehn
Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 3-23-11

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

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EXHIBIT "A"

**LEGAL DESCRIPTION
CASE NO. CPR2008-1**

PARCELS OWNED BY ROBERT AND CAROL GRAY

Parcels 30038 and 30040

The North One-Half of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southeast Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcels R30034

All that part of the Southeast Quarter of the Northwest Quarter lying South and West of the Mora Canal, and all that part of the Southwest Quarter of the Northeast Quarter lying South of the Mora Canal, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

PARCELS OWNED BY RICHARD AND JUDITH RAWLINGS

Parcel 30022

The Southeast Quarter of the Southeast Quarter, all in Section 7, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel 30039

The Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel R30143

North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, all in Section 17, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

EXHIBIT "B"
CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, county and applicable agency laws, ordinances, rules and regulations that pertain to the Subject Properties.
2. The development shall be platted in accordance to CCZO 05-002, Article 17.
3. Any final plat for any phase shall bear plat notes referencing the following:
 - a. "Right to Farm Statement" in accordance with CCZO 07-17-19(3) and Idaho Code Sections 22-4501 through 22-4504.
 - b. Confined Animal Feeding Ordinance (CAFO) ordinance provisions referencing the Berama Dairy and its proximity to the development.
4. Domestic water service shall be by community domestic well system developed in accordance with the requirements of the Idaho Department of Environmental Quality and the Idaho Department of Water Resources, including ownership and operation. Provided, however, individual wells may be utilized on those lots located on the Rawlings' southern-most parcels below the bluff that are served by individual wastewater treatment systems.
5. Wastewater service shall be by community wastewater treatment system developed in accordance with the requirements of the Idaho Department of Environmental Quality and the Southwest District Health Department, including ownership and operation. Provided, however, that only lots located on the Rawlings' southern-most parcels below the bluff may be served by individual treatment systems provided the individual lot size shall not be less than two (2) acres if such individual systems are utilized.
6. All roads within the development shall be dedicated to the public and constructed to highway district standards.
7. The development shall comply with the respective highway jurisdiction requirements pertaining to any traffic study evaluating the impacts of the development on the affected roads and fund an appropriate pro-rata share of any improvements necessitated by the development. The mechanism for funding shall be determined between the developers and the respective highway jurisdiction.
8. Liberty Butte Road (or whatever name is approved by Canyon County) shall be improved to Perch Lane. Provided, it will be improved incrementally with each phase accessing that roadway. Until the paved improvements are completed, Liberty Butte shall be

Canyon County/Robert Gray and Richard Rawlings
Development Agreement

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improved for an all weather surface for emergency access in compliance with requirements of the Marsing Fire District.

9. The plat for the development shall show provision for reasonably foreseeable future roadway connectivity to adjoining developments.
10. Irrigation shall be by one or more pressurized irrigation systems. The pressurized irrigation systems shall be owned and operated by the developer until a homeowner's association is established or a private company takes possession, unless the responsible irrigation entity agrees to own and operate the systems.
11. A landscape plan meeting current subdivision requirements shall be submitted with each application for a Preliminary Plat.
12. All exterior structure illumination shall be low-wattage and downward facing. In no event shall any exterior illumination be a nuisance to neighboring property owners.
13. The developer shall submit a weed and gopher control plan to Canyon County Weed and Gopher Control Department, and obtain their written approval of said plan prior to the Board of County Commissioners' approval of the initial Preliminary Plat. Any portion of the Subject Properties not being developed shall be maintained in a reasonably weed free manner at least consistent with the standards of the weed and gopher control plan.
14. A site-specific Storm Water Pollution Prevention Plan (SWPPP) shall be in place prior to submission of the Pre-Application for the initial Final Plat.
15. The developer shall submit an erosion control plan utilizing Best Management Practices with the Application for the initial Preliminary Plat.
16. The development shall contain not less than ten percent (10%) common usable open space to be owned and managed by one or more homeowners' associations. Open space may differ from phase to phase so long as the total common open space equals ten percent (10%) upon completion. Provided, that where feasible, areas may be left in a natural condition such as in the areas where there are no surface water rights. In the latter event, weeds shall be controlled and other species including native, drought-, and fire-resistant species shall be planted where appropriate. All plantings or naturally occurring desirable species shall be maintained in a reasonable, living condition.
17. Lots located on the Rawlings' parcels on the eastern boundary common to the Beranna Dairy property, so long as the dairy is in operation, shall be subject to a four hundred foot (400') "no residential structure" area running from the common lot line shared with the Beranna Dairy property. Within this area, no residential structures may be constructed.

All such lots contiguous to the Beranna Dairy shall have a wire mesh fence agreeable between the developer and Beranna Dairy owners in size and structure installed prior to the signature of the Board of County Commissioners on the final plat of the first phase.

- 18. The development shall not exceed a density of one (1) dwelling unit per gross acre.**
- 19. If the subject properties are not developed as a single development, the density for the development properties shall be limited to one (1) dwelling unit per gross acre.**

NOT OFFICIAL DOCUMENT

200026419

RECORD OF SURVEY

FOR
RICHARD RAWLINGS
SE 1/4 SECTION 7, SW 1/4 SECTION 8, AND
NW 1/2 NW 1/4 AND SW 1/4 NW 1/4 SECTION 17,
T. 2 N., R. 3 W., B.M., CANYON COUNTY, IDAHO
JULY 2000

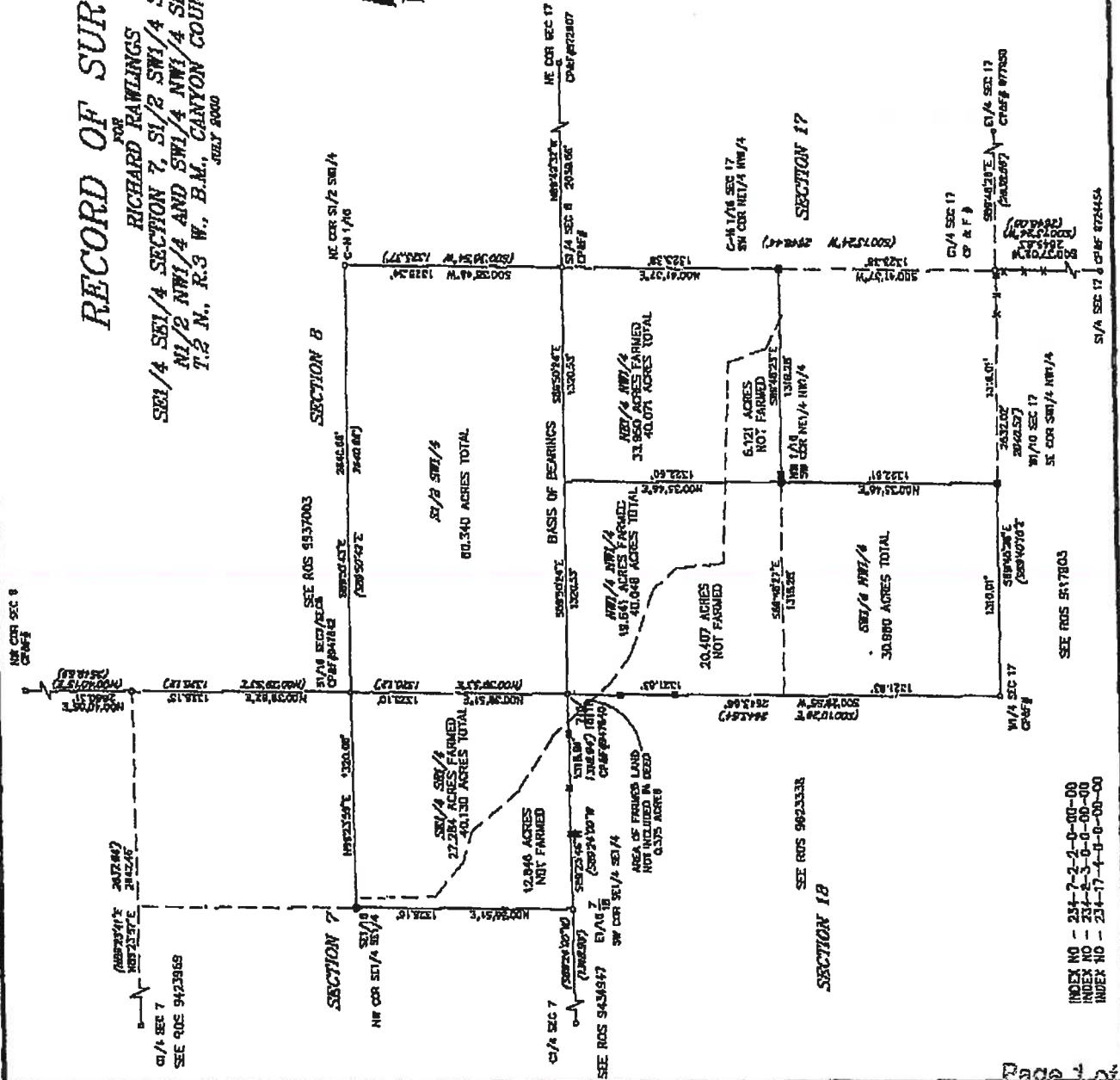
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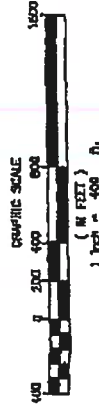
G NOEL HALES

CANYON CNTY RECORDER
BY *[Signature]*

85.00



- LEGEND
- WOOD STAKE ON LINE
 - FOUND 5/8 INCH REBAR
 - SET 5/8 INCH REBAR
 - FARMABLE LINE
 - PRIORITY LINE
 - - - - - FENCE LINE



CERTIFICATE OF SURVEYOR
I, JOHN S. AUSTIN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF IDAHO. I HAVE MADE A CAREFUL AND ACCURATE REPRESENTATION OF THE SURVEY AND THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TITLE 24, CHAPTER 4, THAT I HAVE COMPLETED THE REQUIREMENTS OF TITLE 24, CHAPTER 4, CORNER PERMANENT AND PLAIN, AND CHAPTER 14, RECORDING OF SURVEYS, OF THE BOARD STATE CODE.



JOHN S. AUSTIN
P.L.S. 5081

LEAVITT & ASSOCIATES
ENGINEERS, INC.
STRUCTURAL CIVIL SURVEYING



11 THIRTIETH AVENUE SOUTH Nampa, ID 83651
PHONE (208) 463-0330 / 463-7870 FAX (208) 463-9696

INDEX NO - 24-7-2-1-0-00-00
INDEX NO - 24-7-2-1-0-00-00
INDEX NO - 24-7-2-1-0-00-00

INSTRUMENT NO. 2007056460

**QUITCLAIM DEED
(INCLUDING AFTER-ACQUIRED PROPERTY)**

FOR VALUE RECEIVED, Richard T. Rawlings and Judith I. Rawlings, husband and wife, (hereinafter "Grantor") do by these presents convey, remise, release and forever quitclaim unto Nampa Highway District No. 1, a body politic and corporate of the State of Idaho (hereinafter "Grantee"), whose mailing address is P.O. Box 76, Nampa, Idaho 83653, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in the County of Canyon, State of Idaho, as more particularly described on EXHIBIT "A" attached hereto and by this reference incorporated herein.

TOGETHER WITH all right, title and interest which Grantor now has or may hereafter acquire in the rights of way, easements, tenements, hereditaments, and appurtenances thereunto belonging, reversion and reversions, remainder and remainders rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of Grantor this 15th day of May, 2007.

Richard T. Rawlings
Richard T. Rawlings

Judith I. Rawlings
Judith I. Rawlings

2007056460

RECORDED

2007 AUG 15 AM 11 00

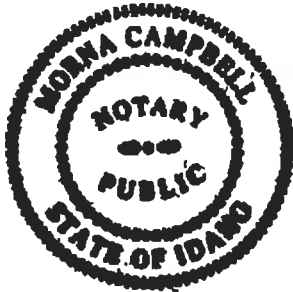
WILLIAM H. HURST
CANYON CNTY RECORDER
BY WHL

REQUEST Richard Rawlings
TYPE REC

STATE OF IDAHO)
) ss.
County of Canyon)

On this 15 day of May, 2007, before me, Morna Campbell,
a Notary Public in and for said state, personally appeared Richard T. Rawlings and Judith I. Rawlings, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.



Morna Campbell
Notary Public for Idaho
Residing at Caldwell Idaho
My commission expires 3/15/2010

EXHIBIT "A"

DESCRIPTION

RICHARD T. & JUDITH L. RAWLINGS PROPERTY

A portion of the $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at the northwest corner of the $\frac{1}{2}$ SW $\frac{1}{4}$;

Thence S $89^{\circ} 50' 43''$ E a distance of 153.38 feet along the north boundary of said $\frac{1}{2}$ SW $\frac{1}{4}$ to the POINT OF BEGINNING;

Thence S $89^{\circ} 50' 43''$ E a distance of 2487.28 feet along said north boundary to the northeast corner of said $\frac{1}{2}$ SW $\frac{1}{4}$ to the beginning of a non-tangential curve;

Said curve turning to the left through an angle of $06^{\circ} 25' 03''$, having a radius of 470.00 feet, and whose long chord bears S $86^{\circ} 57' 11''$ W a distance of 52.62 feet to a point;

Thence S $83^{\circ} 44' 40''$ W a distance of 212.70 feet to the beginning of a curve;

Said curve turning to the right through an angle of $05^{\circ} 24' 37''$, having a radius of 530.00 feet, and whose long chord bears S $86^{\circ} 56' 58''$ W a distance of 59.27 feet to a point;

Thence N $89^{\circ} 50' 49''$ W for a distance of 2030.04 feet parallel with and 30.00 feet south of the north boundary of said $\frac{1}{2}$ SW $\frac{1}{4}$ to the beginning of a curve;

Said curve turning to the right through $25^{\circ} 12' 32''$, having a radius of 315.00 feet, and whose long chord bears N $77^{\circ} 14' 27''$ W a distance of 137.48 feet to the POINT OF BEGINNING.

This parcel contains 1.572 acres more or less.