

Recording Requested By and
When Recorded Return to:

City of Eagle
660 E. Civic Lane
P.O. Box 1520
Eagle, Idaho 83616

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement, made and entered into on the date as indicated herein, by and between the City of Eagle, a municipal corporation in the State of Idaho ("Eagle"), by and through its Mayor, and Mace River Ranch, LLC ("Owner").

WHEREAS, the Owner is the owner of record of certain real estate located at 800 West Mace Road, Eagle, Idaho, ("Property"), as specifically defined in the attached legal description (Exhibit A) which is the subject of an application for Rezone identified as Rezone Application No. RZ-05-12; and

WHEREAS, the proposed development includes properties within an area currently zoned A (Agricultural – up to one (1) unit per twenty (20) acres); and

WHEREAS, the Owner desires a R-2-DA-P (Residential – up to two (2) units per acre with ad development agreement – PUD) zoning classification to develop a residential subdivision use on the above described property, which is herein referred to as the "Property"; and

WHEREAS, the Planning and Zoning Commission and the City Council of Eagle have determined that the scope of the proposed residential use project upon the Property must be limited with the use of a development agreement to prevent undue damage to, and to otherwise be in harmony with, the existing community; and

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

WHEREAS, the Owner has agreed to the use restrictions and other limitations set forth herein upon the use and development of the Property and has consented to a R-2-DA-P (Residential – up to two (2) units per acre with a development agreement – PUD) zoning designation for the Property with the requirements set forth in this Development Agreement; and

WHEREAS, the Owner has provided Eagle with an affidavit agreeing to submit the Property to a Development Agreement (Exhibit C) pursuant to Eagle City Code Section 8-10-1(C)(1) and be bound by same; and

WHEREAS, all exhibits mentioned herein are attached hereto and are incorporated herein by reference; and

WHEREFORE, the Owner and the City of Eagle desire to resolve the issues and concerns that have arisen and for and in consideration of the mutual covenants contained herein, it is agreed as follows:

ARTICLE I LEGAL AUTHORITY

This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Eagle City Code, Title 8, Chapter 10.

ARTICLE II ZONING ORDINANCE AMENDMENT

Eagle will adopt an ordinance amending the Eagle Zoning Ordinance to rezone the Property that is the subject of the application to the R-2-DA-P (Residential – up two (2) units per acre with a development agreement – PUD), after recordation of, and subject to the provisions of this Development Agreement. The ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

ARTICLE III CONDITIONS OF DEVELOPMENT

- 3.1 The total number of residential units on the Property shall not exceed 255-units and the maximum density for the Property shall not exceed 1.88 dwelling units per acre (excluding floodway).
- 3.2 Owner will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Further, Applicant will submit such applications regarding design review, preliminary and final plat reviews, and/or any conditional use permits, if applicable, and any other applicable applications as may be required by the Eagle City Code, which shall comply with the Eagle City Code, as it exists at the time such applications are made except as otherwise provided within this Agreement.
- 3.3 The Concept Plan (Exhibit “B”) represents the Owner’s current concept for completion of the project. As the Concept Plan evolves, the City understands and agrees that certain changes in that concept may occur. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Concept Plan, notice shall be provided as may be required by the City.
- 3.4 The conditions, covenants and restrictions for the Property shall contain at least the following:
 - (a) An allocation of responsibility for maintenance of all community and privately owned landscaping, pressurized irrigation facilities, and amenities.

- (b) A requirement that the repair and maintenance of the private street shall be the responsibility of the homeowner's association/property owners' association or substantially similar entity. The repair and maintenance requirement shall run with the land and that the requirement cannot be modified and that the homeowners/property owners' association or other entity cannot be dissolved without the express consent of the city.
- (c) A requirement for all fencing located adjacent to open space to be open-style such as wrought iron, extruded aluminum (looks identical to wrought iron), or three-rail-type decorative fencing. All other fencing (ie. cedar fencing, vinyl, chainlink) shall be prohibited.
- (d) A requirement that development (including fencing) within the floodway area is prohibited unless certification by a registered professional hydraulic engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge and uses within the floodway shall be restricted to those which are required for public necessity.
- (e) A requirement that riparian vegetation and wildlife habitat, if any, along the stream bank and within the required 25-foot wide setback or riparian zone be maintained.
- (f) A requirement that In the event any of the CC&R's are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinances shall apply. The CC&R's are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render a part of the CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

3.5 The single-family dwellings shall be constructed in substantial conformance to the styles of architecture as shown in Exhibit "E".

To assure compliance with this condition, the applicant shall create an architectural control committee (ACC) as a component of the development's CC&R's. Provisions regarding the creation and operating procedures of the ACC shall be included in the CC&R's, and shall be reviewed and approved by the City attorney prior to the approval of the first final plat.

The submittal of the building permit application to the City for each structure within the development shall be accompanied by an approval letter from the Architectural Control Committee. Building permit applications that do not have an approval letter attached will not be accepted.

To assure compliance with the conditions of approval herein, the City reserves the right to deny, at its discretion, any building permit application that does not substantially conform to the design requirements as shown on the Exhibit "E". If a building permit is denied, the applicant shall have the right to appeal the decision to the Eagle City Council in accordance with Eagle City Code Section 8-7-4-1.

3.6 The Owner's property shall comply with all applicable Eagle Sewer District's regulations and conditions prior to the submittal of a final plat application. Prior to issuance of any building permits, Applicant shall provide proof of central sewer service to the proposed residential and commercial uses.

- 3.7 Owner shall provide a report or analysis of any proposed changes to wetlands located on the Property and any such change shall be contingent upon approval by the Idaho Fish & Game Department (if applicable), the Idaho Department of Water Resources (if applicable), the Army Corps of Engineers, the City of Eagle, and any other appropriate governmental agencies, and shall be in accordance with the Eagle Comprehensive Plan and City Code. Applicant agrees all development and improvement of the Property shall comply with rule and regulations pertaining to regulated wetlands prior to submittal of a final plat application.
- 3.8 Owner shall comply with all applicable provisions of Title 10, Flood Control, of the Eagle City Code.
- 3.9 Owner shall provide an approved Land Use Change/Site Development Application from Boise River Flood Control District No. 10 prior to submittal of a final plat application.
- 3.10 A minimum of one emergency and/or service access point to the Boise River for the use of repair and rescue equipment and personnel shall be provided. Location and width of emergency and/or service access shall be as determined in coordination with the City of Eagle Park and Pathway Development Committee, Eagle Fire Department, and Boise River Flood Control District #10 and approved by the Eagle City Council prior to City approval of a master design review application for the Property.
- 3.11 Applicant shall provide a pool and club house as generally depicted on the Concept Plan. The intent of the pool and club house is to provide a venue for activities for the residents of the development. The building architecture and associated landscaping shall be reviewed and approved by the Eagle Design Review Board prior to the issuance of a building permit. Applicant shall provide a surety for completion of the club house and pool prior to the City Clerk signing the final plat for Phase No. 1.
- 3.12 Owner shall provide and construct, in accordance with the provisions of Eagle City Code Section 9-4-1-6, a minimum ten foot (10') wide asphalt public pathway to be located within a twenty-five foot (25') wide easement in alignment with the pathway located on the property east of the Property. The specific location and design of the pathway shall be approved by the Design Review Board. The asphalt pathway shall be located in a recorded easement or easements dedicated to and accepted by Eagle as provided in Eagle City Code Section 9-4-1-6(E) (2). The instrument number of the recorded easement or easements shall be referenced on the face of the plat for Mace River Ranch, upon recordation of the final plat wherein the pathway is located. Other than any pathways approved by Eagle, any additional development within the Floodway shall be reviewed and approved by Eagle prior to the commencement of construction.
- 3.13 Final plat applications submitted in compliance with the approved preliminary plat phasing plan shall be submitted in an orderly and reasonable manner in intervals not to exceed two (2) years following the recordation of the preceding final plat. (Such final plat applications shall be considered for final approval without resubmission of the preliminary plat for approval). Any final plat shall be recorded within two (2) years following Eagle City Council action on the final plat; provided however, Eagle City Council may approve the extension of such two (2) year period, which approval shall not be unreasonably withheld, for a period of time not to exceed two (2) years to facilitate the completion of improvements required by the applicable sections of Eagle City Code. As part of its consideration to extend the time frame in this Section, Eagle City Council may require applicant to adhere to subdivision ordinances and resolutions in effect at the time the extension is requested.

3.14 The setbacks shall be as follows:

Minimum Yard Setbacks	Front	Rear	Interior Side	Street Side	Maximum Lot Coverage
Minimum Lot Area (D)					
6,600-s.f.	25-feet	15-feet (A)	5-feet (B)	20-feet	40%
9,000-s.f.	25-feet	25-feet	7.5-feet (C)	25-feet	40%
17,000-s.f.	30-feet	30-feet	10-feet	20-feet	40%

A. No portion of the structure may encroach into the rear yard public utility, drainage, and irrigation easement.

B. Multi-story structures:

2.5 feet per story – When the second story wall section is designed to be offset toward the inside of the house from the lower story so that there is “break” in the plane of the wall sections between stories then the second story setback may be reduced by 2.5 feet.

5 feet per story - When the first and second story wall sections are designed as a flat, single plane then the side setback shall be increased by 5 feet for a total side setback of 10 feet.

C. Multi-story structures

2.5 feet per story – When the second story wall section is designed to be offset toward the inside of the house from the lower story so that there is “break” in the plane of the wall sections between stories then the second story setback may be reduced by 2.5 feet.

5 feet per story - When the first and second story wall sections are designed as a flat, single plane then the side setback shall be increased by 5 feet for a total side setback of 12.5 feet.

D. Minimum lot area

The lot area size calculation for determination of setbacks for those residential lots located east of the Chevron pipe line and adjacent to the floodway line shall be based on the developable lot area located outside of the floodway setback area.

- 3.15 Prior to the Owner donating a developed park site (“Park Site”) to the City of Eagle the Owner shall work with the City to reach an agreement for the donation of the site.
- 3.16 Prior to the gravel extraction operation commencing to construct the proposed ponds, Owner shall provide an operational plan addressing, including, but not limit to, gravel extraction timeframe (duration), hours of operation, dust mitigation, and impacts to adjacent properties due to dewatering of the pond area during construction. The plan shall be reviewed and approved by the City Engineer prior to commencement of construction of the ponds.
- 3.17 The existing Mace Road access to Eagle Road shall be preserved in its existing location and configuration to provide (a) recreational access to the Park Site and to the Boise River; (b)

emergency access to both the Boise River and the Property; and (c) temporary access to the Property. This limited access to Eagle Road shall be preserved but will be required to be disconnected from the existing improved Mace Road collector. From and after the disconnection, this road segment will not provide direct vehicular access from Eagle Road to the residentially developed areas of the Property.

- 3.18 Owner shall keep and maintain for use on the Property such irrigation water rights as are reasonably required in order to provide a pressurized irrigation system or systems for all landscaped areas on the Property. In the event that Owner desires to transfer, sell or convey any excess water rights (that is, water rights not necessary to provide an adequate source of irrigation water for the landscaped areas on the Property), Owner shall first make said water rights available for purchase in the Eagle area. Should no purchaser from the Eagle area come forward for said water rights, Owner shall submit to Eagle reasonable written evidence of the agreement to purchase said water rights for use outside the Eagle City limits by a third party purchaser along with the price and complete terms agreed to be paid therefore. Eagle shall have forty-five (45) days after receipt of said notice within which to elect, in writing, to purchase such water rights upon the same terms which Owner is to receive from said third party purchaser, whereupon the water rights shall be sold to the Eagle on the same terms and conditions, each party being bound thereby. In the event Eagle shall not have given written notice of its intent to purchase the water rights within forty-five (45) day period, the first right of refusal created hereby shall terminate and Owner shall be entitled to sell its water rights free of any right of claim by Eagle. Owner shall have no obligation to Eagle hereunder in the event Owner sells, transfers or conveys any such excess water rights to any person or entity affiliated with Owner. As used herein, an affiliated person or entity is one which owns, is owned by, or shares any common ownership with Owner.

ARTICLE IV AFFIDAVIT OF PROPERTY OWNERS

An affidavit of the owner(s) of the Property is attached hereto and incorporated by reference herein agrees to subject the Property to this Development Agreement (Exhibit C) and be bound thereby, and comply with and be bound by the provisions set forth in Idaho Code Section 67-6511A and Eagle City Code Section 8-10-1 shall be provided and is incorporated herein by reference.

ARTICLE V DEFAULT

- 5.1 In the event the Owner fails to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from Eagle, Eagle shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Development Agreement or to terminate the Development Agreement following the process established in Eagle City Code Section 8-10-1.
- 5.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, Eagle shall be entitled to recover all direct out-of-pocket costs so incurred to cure or enjoin such default and to enforce the commitments contained in this Development Agreement, including attorneys' fees and court costs.
- 5.3 If the terms of this Development Agreement expires prior to completion of the Conditions of Development or without an amendment to this Agreement for its extension being in process in

accordance with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Eagle City Code Section 8-10-1, use of the property shall be limited to those uses allowed within an A-R (Agricultural-Residential) zoning designation until Eagle enacts and records an ordinance changing the property to the A-R (Agricultural-Residential) zoning designation.

ARTICLE VI UNENFORCEABLE PROVISIONS

Subject to terms of Section 5.3 above, if any term, provision, commitment, or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument shall nevertheless remain in full force and effect and that portion determined to be invalid or unenforceable shall be re-negotiated in good faith between Owner(s) (or other appropriate party) and Eagle.

ARTICLE VII ASSIGNMENT AND TRANSFER

After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Owner. Each commitment and restriction on the development shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property, and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be bound by and liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

ARTICLE VIII GENERAL MATTERS

- 8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Eagle City Code Section 8-10-1.
- 8.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 8.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 Legal Representation. Both the Owner and Eagle acknowledge that they each have been represented by legal counsel in negotiating this Development Agreement and that neither party shall have been deemed to have been the drafter of this agreement.

8.5 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below;

Eagle: City of Eagle
660 E. Civic Lane
Eagle, Idaho 83616

Owner: Mace River Ranch, LLC
Attn: Thomas Ahlquist
850 West Main Street
Boise, ID 83702

With a copy to: Geoffrey M. Wardle
Hawley, Troxell, Ennis, & Hawley, LLP

Or such other address and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

8.6 Financial Assurance. In addition to the other remedies afforded Eagle herein, Owner agrees to provide adequate financial assurance to Eagle, to secure the payment of any deferred balance of the attorney fees and the engineering fees, together with interest accrued thereon. Eagle shall provide to the Owner an estimate for the anticipated attorney fees and engineering fees associated with this Agreement. The Owner shall provide a cash deposit, letter of credit or a bond in the amount of the estimated fees associated with the work undertaken pursuant to the terms of this Agreement. Thereafter, Eagle shall bill Owner for such fees, adjusting the estimates as appropriate. The Owner shall make payments for such fees as incurred by Eagle and as invoiced to the Owner or, if Owner has made a cash deposit with Eagle, Eagle may draw on the deposit to pay its invoice. If the financial assurance deposited by Owner is in the form of a letter of credit, and if the Owner fails to make payment for such fees when actually incurred by Eagle and invoiced, then following thirty (30) days of written notice of such failure from Eagle, Eagle may draw upon the financial assurance provided by the Owner. Thereafter, if the then current estimated fees still to be paid exceeds the amount of the then current balance of the financial assurance (whether it be in the form of a cash deposit or a letter of credit), the Owner shall replenish the financial assurance and shall become current as to all outstanding fees owed. Upon payment in full of all attorney fees and engineering fees, Eagle shall release to the Owner the unused portion of the cash deposit or the letter of credit, as applicable. Eagle's draw upon the financial assurance under this Section shall not preclude it from exercising any of the other rights and remedies afforded it in Article V or in Section 8.7.

8.7 Default. In the event Owner fails to comply with the terms and conditions hereof in any material respect, the City may, without further notice to Owner, exercise any or all of the following remedies.

- A. Withhold the issuance of any building permit or certificate of occupancy of any structure located within the Project;
- B. Withhold the connection of water, sewer or electric service to any property located within the Project;
- C. Refuse to accept public ownership and maintenance of public improvements within the Project and record a notice of such action with the Ada County Recorder's Office;
- D. Issue a stop work order for any building under construction within the Project;
- E. Withhold reimbursement of Project surety/financial guarantee of performance collected pursuant to Section 8.6 of this Development Agreement and Section 9-4-2-2 of the City Code;
- F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the City.

8.8 Effective Date. This Development Agreement shall be effective upon the signing and execution of this agreement by both parties.

8.9 Authority to Enter Into Agreement: By the execution and delivery of this Agreement by the parties, and the performance of their covenants and obligations therein, the parties acknowledge such action has been duly authorized by all necessary corporate (or LLC) action, and necessary corporate (or LLC) resolution(s) have been executed for the undersigned representatives to sign this Agreement and so bind their respective parties.

IN WITNESS WHEREOF, the parties have executed this Development Agreement.

DATED this 12 day of March, 2013.



CITY OF EAGLE, a municipal corporation organized and existing under the laws of the State of Idaho

By: James D. Reynolds
James D. Reynolds, Mayor

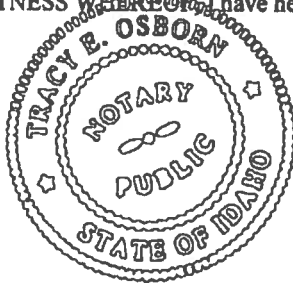
ATTEST:

Sharon K. Bergmann
Sharon K. Bergmann, City Clerk

STATE OF IDAHO)
 : ss.
County of Ada)

On this 12 day of March, 2013, before the undersigned notary public in and for the said state, personally appeared JAMES D. REYNOLDS, known or identified to me to be the Mayor of the City of Eagle and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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



Tracy E. Osborn
Notary Public for Idaho
Residing at: Kuna Idaho
My Commission Expires: 01/12/2015

Gardner Mace Ranch, L.C., a Utah limited liability company,
by its manager

KC Gardner Company, L.C., a Utah limited liability company

By: [Signature]
Name: Christian Gardner
Title: Manager

STATE OF Idaho)
~~Utah~~)
) ss.
Ada)
County of ~~Salt Lake~~)

On this 5 day of March, 2013, before me, Jennifer Maier,
a Notary Public in and for said State, personally appeared Christian Gardner, known or identified to me to
be the Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager Gardner
Mace Ranch, L.C., a Utah limited liability company, and the Manager who subscribed said company name
to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of
said KC Gardner Company, L.C., and that such KC Gardner Company, L.C., executed the same in the
name of Gardner Mace Ranch, L.C.

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



Jennifer Maier
Notary Public for State of ~~Utah~~ Idaho
Residing at Meridian, ID
Commission Expires: 7/25/2017



J·U·B ENGINEERS, INC.

Exhibit "A"

J-U-B COMPANIES



File: _____

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CITY OF EAGLE

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GATEWAY
INC.

Mace River Ranch Subdivision Boundary Description Project No. 10-12-108

A parcel of land situated in Government Lots 1, 2, 3, 4, 5, 6, & 8; the north half of the northwest quarter; and the bed of the 1867 North Channel of the Boise River of Section 17; Township 4 North; Range 1 East; Boise Meridian; Eagle City; Ada County; Idaho; and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 17, Township 4 North, Range 1 East, Boise Meridian, the POINT OF BEGINNING:

Thence N01°31'50"E, 2510.48 feet along the west line of Section 17 to the left bank of the North Channel of the Boise River as established in 1982 (Record of Survey 425 Instrument Number 8251977 and Quitclaim Deed Instrument Number 8312942, records of Ada County, Idaho);

Thence N89°19'42"E, 106.73 feet along said left bank;

Thence S80°05'47"E, 102.89 feet along said left bank;

Thence S62°38'08"E, 363.39 feet along said left bank;

Thence S74°52'09"E, 545.66 feet along said left bank;

Thence N86°48'53"E, 669.22 feet along said left bank;

Thence S80°30'24"E, 247.54 feet along said left bank;

Thence S76°37'11"E, 1125.12 feet along said left bank;

Thence N83°17'46"E, 190.62 feet along said left bank;

Thence N70°07'07"E, 276.81 feet along said left bank;

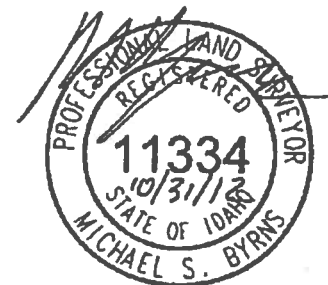
Thence N88°41'37"E, 259.64 feet along said left bank;

Thence S81°59'32"E, 208.09 feet along said left bank;

Thence S69°03'40"E, 224.67 feet along said left bank;

Thence S57°07'54"E, 225.83 feet along said left bank;

Thence S25°43'19"E, 265.96 feet along said left bank;





J·U·B ENGINEERS, INC.

J·U·B COMPANIES



THE
LANDON
GROUP



GATEWAY
MAPPING
INC.

Mace River Ranch Subdivision continued...

Thence S19°09'37"E, 343.26 feet along said left bank;

Thence S18°22'28"E, 408.21 feet along said left bank;

Thence S43°33'26"E, 309.11 feet along said left bank;

Thence S71°39'29"E, 163.75 feet along said left bank;

Thence S83°03'41"E, 154.63 feet along said left bank to the west right-of-way line of South Eagle Road (Highway 55) (State of Idaho Easement No. 5946, records of Idaho Department of Lands);

Thence S00°54'39"W, 83.70 feet along the west right-of-way line of South Eagle Road (Highway 55);

Thence S00°54'08"W, 218.99 feet along the west right-of-way line of South Eagle Road (Highway 55) (Affidavit Instrument Number 99054882, records of Ada County, Idaho);

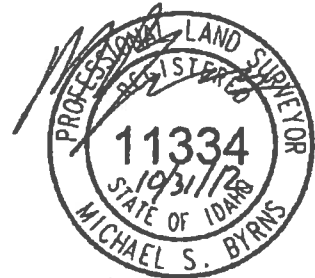
Thence S00°58'07"W, 246.23 feet along the west right-of-way line of South Eagle Road (Highway 55);

Thence S06°55'04"E, 71.12 feet along the west right-of-way line of South Eagle Road (Highway 55) to the Mace/Warren property line per agreement (Record of Survey 306 Instrument Number 8151134, Quitclaim Deed Instrument Number 98076971, Record of Survey 2500 Instrument Number 9342159, and the aforementioned Record of Survey 425, records of Ada County, Idaho) and the boundary of Two Rivers Subdivision (Book 80 of Plats at Pages 8661 thru 8665, records of Ada County, Idaho);

Thence N45°56'11"W, 361.20 feet along said Mace/Warren property line and said boundary of Two Rivers Subdivision to the boundary of Two Rivers Subdivision No. 4 (Book 84 of Plats at Pages 9314 & 9315, records of Ada County, Idaho);

Thence N36°57'13"W, 409.15 feet along said Mace/Warren property line and said boundary of Two Rivers Subdivision No. 4;

Thence N53°06'35"W, 205.76 feet along said Mace/Warren property line and said boundary of Two Rivers Subdivision No. 4;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDON GROUP



GATEWAY MAPPING INC.

Mace River Ranch Subdivision continued...

Thence S81°27'28"W, 1660.00 feet along said Mace/Warren property line, said boundary of Two Rivers Subdivision No. 4, aforesaid boundary of Two Rivers Subdivision, the boundary of Two Rivers Subdivision No. 5 (Book 85 of Plats at Pages 9522 thru 9524, records of Ada County, Idaho); and the boundary of Two Rivers Subdivision No. 9 (Book 89 of Plats at Pages 10360 thru 10362, records of Ada County, Idaho);

Thence S84°27'18"W, 922.76 feet along said Mace/Warren property line and said boundary of Two Rivers Subdivision No. 9;

Thence N85°18'46"W, 518.87 feet along said Mace/Warren property line, said boundary of Two Rivers Subdivision No. 9, and the boundary of Two Rivers Subdivision No. 10 (Book 89 of Plats at Pages 10370 thru 10373, records of Ada County, Idaho);

Thence N84°25'41"W, 236.28 feet along said Mace/Warren property line and said boundary of Two Rivers Subdivision No. 10 to the boundary of the Knickrehm parcel (Bargain and Sale Deed Instrument Number 8658959, and the aforementioned Record of Survey 425, records of Ada County, Idaho);

Thence N01°32'26"W, 26.93 feet along said boundary of the Knickrehm parcel;

Thence N83°56'52"W, 409.03 feet along said boundary of the Knickrehm parcel;

Thence S35°15'43"W, 338.73 feet along said boundary of the Knickrehm parcel to the boundary of the Rambo parcel (Warranty Deed Instrument Number 8709454, and the aforementioned Record of Survey 425, records of Ada County, Idaho);

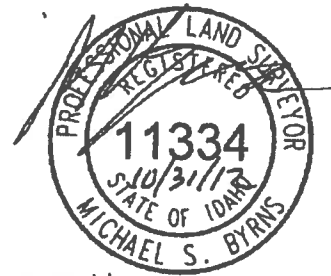
Thence S43°46'37"W, 354.97 feet along said boundary of the Rambo parcel;

Thence N86°24'35"W, 351.05 feet along said boundary of the Rambo parcel;

Thence S86°32'35"W, 144.28 feet along said boundary of the Rambo parcel to the west line of Section 17;

Thence N00°36'38"E, 73.06 feet along the west line of Section 17 to the POINT OF BEGINNING.

The above-described parcel contains 192.76 acres, more or less.



RECEIVED & FILED
CITY OF EAGLE
NOV 02 2012
File: _____
Route to: _____

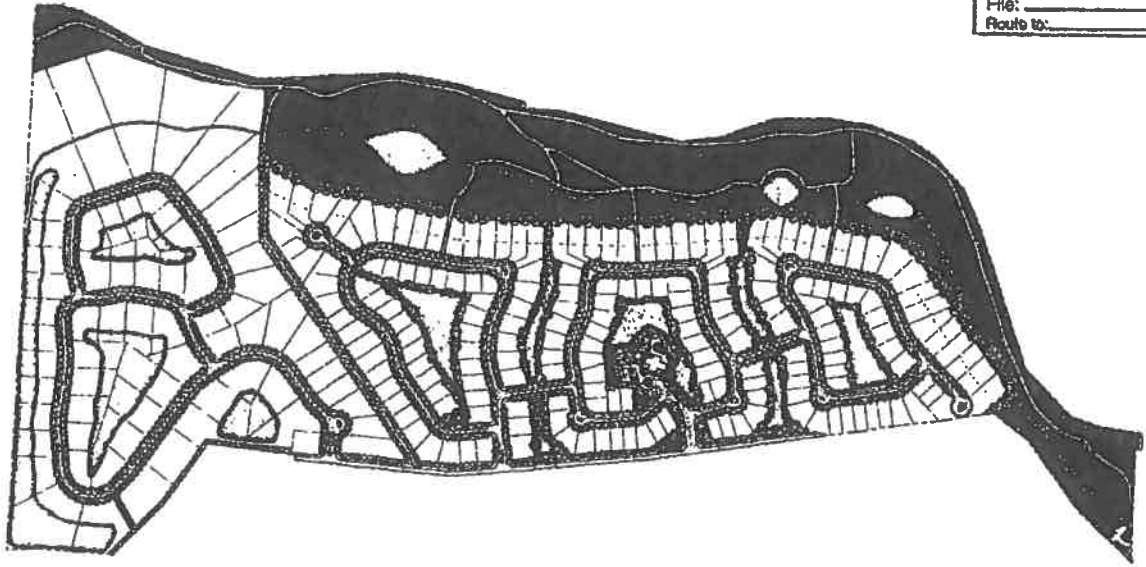


Exhibit "B"



Gardner Company
MACE RIVER RANCH
Plan View Rendering



Exhibit "C"

Affidavit of CHRISTIAN GARDNER on behalf of Gardner Mace Ranch, L.C.

AFFIDAVIT OF LEGAL INTEREST

STATE OF UTAH)
) ss.
County of Salt Lake)

CHRISTIAN GARDNER, who being first duly sworn under oath, deposes and says:

1. I am Christian Gardner, who is the Manager of Gardner Mace Ranch, L.C., whose mailing address is 90 South 400 West, Suite 360, Salt Lake City, Utah 84111 ("Gardner Mace Ranch, LC").

2. Gardner Mace Ranch, LC, is the fee simple owner of the parcel of real property described on Exhibit 1, attached hereto (the "Property").

3. Gardner Mace Ranch, LC, authorizes the submission of the Property to certain Development Agreement pursuant to the provisions set forth in Idaho Code Section 67-6511A and Eagle City Code Section 8-10-1 dated the 5 day of March, 2013 by and between the City of Eagle, a municipal corporation in the State of Idaho, and Christian Gardner Mace Ranch, LC (the "Agreement").

Gardner Mace Ranch, L.C., a Utah limited liability company,
by its manager

KC Gardner Company, L.C., a Utah limited liability company

By: [Signature]
Name: Christian Gardner
Title: Manager

Idaho
STATE OF ~~Utah~~)
Ada) ss.
County of ~~Salt Lake~~)

On this 5 day of March, 2013, before me, Jennifer Maier, a Notary Public in and for said State, personally appeared Christian Gardner, known or identified to me to be the Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager Gardner Mace Ranch, L.C., a Utah limited liability company, and the Manager who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said KC Gardner Company, L.C., and that such KC Gardner Company, L.C., executed the same in the name of Gardner Mace Ranch, L.C.

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



Jennifer Maier
Notary Public for State of Idaho
Residing at Mendon, ID
Commission Expires: 7/25/2017