

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
MILESTONE RANCH SUBDIVISION AND MILEPOST COMMONS SUBDIVISION**

This Amended and Restated Development Agreement (this “**Agreement**”) is entered into as of the date set forth below by and between the City of Star, a municipal corporation in the State of Idaho (“**City**”), BHEG Milestone Ranch LLC, (“**BHEG**”), and Toll West, Inc (“**Toll West**”), and each of their respective successors and assigns. BHEG and Toll West may be individually referred to as an “**Owner**” and collectively referred to herein as “**BHEG/Toll West**” or “**Owners**”.

**RECITALS**

WHEREAS, pursuant to approvals identified in City File No. AZ 21-10/RZ-21-06/DA-21-15, BHEG and City entered into that certain Development Agreement (Milestone Ranch Subdivision) dated February 8, 2022 (the “**Original Agreement**”), recorded on February 9, 2022 in the records of Ada County as Instrument No. 2022-014198 as part of Ordinance No. 350;

WHEREAS, the real property identified in the Original Agreement was annexed and zoned pursuant to Ordinance No. 350, approval date October 12, 2021 and recorded with the Original Agreement;

WHEREAS, by this Agreement, no changes to Ordinance No. 350 are made;

WHEREAS, the Original Agreement pertained to the development of that certain residential development commonly known as Milestone Ranch and approved for platting pursuant to City File No. AZ 21-10/RZ-21-06/DA-21-15;

WHEREAS, following the approval of Milestone Ranch and the Original Agreement, Owners sought approval for a residential development of property immediately adjacent to and incorporated within the Milestone Ranch project, which project was approved as part of City File No. PP-23-05 and is commonly known as Milepost Commons;

WHEREAS, due to interconnectedness of the Milestone Ranch and Milepost Commons projects, the parties desire to amend and restate the Original Agreement so that one development agreement governs both the Milestone Ranch project and the Milepost Commons project and so that City can review all of the applications affecting the use and development of the area in an integrated manner consistent with the City’s Comprehensive Plan and land use ordinances;

WHEREAS, BHEG/Toll West owns the real property legally described and depicted on Exhibit A attached hereto and made a part hereof, which makes up the Milestone Ranch Development (the “**Milestone Ranch Property**”);

WHEREAS, Toll West owns the real property legally described and depicted on Exhibit B attached hereto and made a part hereof, which makes up the Milepost Commons Development (the “**Milepost Commons Property**”, and together with the Milestone Ranch Property, the “**Property**”);

WHEREAS, this Agreement fully amends and restates the Original Agreement, which following the mutual execution of this Agreement, shall be void and of no further force or effect;

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

WHEREAS, the City has authority to enter into development agreements to condition annexations and re-zones;

WHEREAS, the Owners desire to be assured that they may proceed with developing the Property in accordance with this Agreement;

WHEREAS, the intent of this Agreement is to protect the rights of the Owners and such Owners' successors and assigns' use and enjoyment of the Property while at the same time mitigating any adverse impacts of the development upon neighboring properties and the existing community and ensuring the Property is developed in a manner consistent with City Code.

## **AGREEMENT**

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

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

### **Section 2 Development/Uses/Standards for the Milestone Ranch Development.**

**2.1 Development Acreage and Uses Permitted.** As to the Milestone Ranch Property described on Exhibit A, which constitutes approximately 70.52 acres, BHEG/Toll West is allowed to develop the Milestone Ranch Property as follows:

- Zoning Classification: The zoning classification of the Milestone Ranch Property shall be R-5-DA.
- BHEG/Toll West shall comply with all city ordinances relating to the Milestone Ranch Property except as otherwise provided herein.

**2.2 Site Design.** The Milestone Ranch Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as Exhibit C (the "**Milestone Ranch Development**").

**2.3 Uses.** The Milestone Ranch Property is hereby approved for a maximum of 284 residential lots (240 single-family detached lots and 44 single-family attached townhome lots). The Milestone Ranch Property may also be used to provide residential amenities (e.g. clubhouses and parks). When sewer and water are available, but prior to a final plat being recorded for any portion of the Milestone Ranch Property, any owner or developer of such property may apply, through City's standard permit process, for building permits for future residential amenities (e.g. clubhouse) and model homes.

**2.4 Setbacks.** The Milestone Ranch Development shall comply with the following approved setbacks and dimensional standards:

Single-family Detached Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	15' to living area/side load garage 20' to garage face	10'	5'	20'

Single-Family Attached Setbacks (Front-load):

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	15' to living area 20' to garage face	10'	0' for common walls 5' at end of building	20'

Single-Family Attached Setbacks (Alley-load):

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback from Alley	Min. Interior Side Setback	Min. Street Side Setback
35'	10'	20'	0' for common walls 5' at end of building	20'

**2.5 Additional Requirements:**

- Provide a 7-foot sidewalk along W. Floating Feather Road.
- North stub street may be public in future.

**2.6 Milestone Ranch Proportionate Share Agreement for ITD Improvements.** BHEG/Toll West has agreed to participate in the costs of construction or

improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The \$39,200.00 traffic mitigation fee for the Milestone Ranch Development determined by the Idaho Transportation Department shall be paid as follows: a \$138.10 fee will be paid to the City per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds received to roadway improvements in the vicinity of the Milestone Ranch Development. BHEG/Toll West shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific development contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

**2.7 Milestone Ranch Conditions, Bonding for Completion.** All of the conditions set forth herein with respect to Milestone Ranch shall be complied with or shall be bonded for completion by BHEG/Toll West before an occupancy permit will be granted within Milestone Ranch, or a specific phase therein. Failure to comply with the Star City Ordinances or the terms of this Agreement with respect to the development of the Milestone Ranch Development shall result in a default of this Agreement by BHEG/Toll West . BHEG/Toll West may be allowed to bond for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

### **Section 3 Development/Uses/Standards for Milepost Commons Development.**

**3.1 Development Acreage and Uses Permitted.** As to the Milepost Commons Property described on Exhibit B, which constitutes approximately 19.93 acres, Toll West is allowed to develop the Milepost Commons Property as follows:

- Zoning Classification: The zoning classification of the Property is R-4.
- Toll West shall comply with all city ordinances relating to the Property except as otherwise provided herein.

**3.2 Site Design.** The Milepost Commons Property shall be developed in substantial conformance with the approved preliminary plat, a copy of which is attached hereto and incorporated by reference herein as Exhibit D (the “**Milepost Commons Development**”).

**3.3 Uses.** The Milepost Commons Property is hereby approved for a maximum of 72 residential lots. The Milepost Commons Property may also be used to provide residential amenities (e.g. clubhouses and parks). When sewer and water are available, but prior to a final plat being recorded for any portion of the Milepost Commons Property, any owner or developer of such property may apply, through City’s standard permit process, for building permits for future residential amenities (e.g. clubhouse) and model homes.

**3.4 Setbacks.** The Milepost Commons Development shall comply with the following approved setbacks and dimensional standards:

Single-family Detached Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Yard Setback	Min. Street Side Setback
35'	15' to living area/side load garage 20' to garage face	10'	7.5'	20'

**3.5 Additional Requirements:**

- Side yard setbacks shall be 7.5'. A waiver has not been granted.
- Council approves minimum rear yard setbacks of 10'.
- A sidewalk/pathway shall be provided in the northwest corner of the Milepost Commons Development along Big Gulch Creek. The sidewalk/pathway shall be in alignment with the pathway installed to the south, between Big Gulch Creek and Iron Mountain Estates. This pathway would be located in the southwest portion of the project, at W Stillmore Street, and in the northwest portion of the project, near the end point of the 12' gravel access road.

**3.6 Proportionate Share Agreement for ITD Improvements.** Toll West has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The \$72,000.00 traffic mitigation fee for the Milepost Commons Development determined by the Idaho Transportation Department shall be paid as follows: a \$1,000.00 fee will be paid to the City per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the Milepost Commons Development. Toll West shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific development contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

**3.7 Milepost Commons Conditions, Bonding for Completion.** All of the conditions set forth herein with respect to Milepost Commons shall be complied with or shall be bonded for completion by Toll West before an occupancy permit will be granted within Milepost Commons, or a specific phase therein. Failure to comply with the Star City Ordinances or the terms of this Agreement with respect to the development of the Milepost Commons Development shall result in a default of this Agreement by Toll West. Toll West may be allowed to bond for certain

conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Star City Ordinances.

**Section 4 Changes and Modifications.** No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Star City Ordinances. In the event any Owner changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Star City Ordinances, such Owner shall be in default of this Agreement with respect to (i) only that Property owned by said defaulting Owner and (ii) the specific portion of the Property wherein such unauthorized change, expansion, or noncompliance is occurring. This Section 64 is expressly subject to Sections 6 and 8 of this Agreement, which provides that a breach or default by one Owner on one portion of the Property will not impact or effect the rights, duties, and obligations of other Owners on separate portions of the Property.

**Section 5 Affidavit of Property Owner.** At the City's request, the respective Owners shall provide an affidavit agreeing to submit the Property owned by said Owners to this Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

**Section 6 Default.** The failure of either Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property or portion thereof, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein only with respect to such defaulting Owner and the specific portion of the Property owned by such defaulting Owner only. Said default by a defaulting Owner shall not impact, interfere, or delay in any manner with the rights and benefits conferred hereunder to a non-defaulting Owner. This Agreement may be modified or terminated, in whole or in part, by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, each Owner shall comply with the amended terms as they are applicable. Failure to comply with the amended terms shall result in default; provided, said default by a defaulting Owner shall not impact, interfere, or delay in any manner with the rights and benefits conferred hereunder to a non-defaulting Owner. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert to its prior zoning designation. All uses of such Property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Each Owner, by entering into this Agreement, does hereby consent to a reversion of the subject property owned by such defaulting party to its prior zoning designation in the event there is a default by such defaulting party in the terms and/or conditions of this Agreement. This Section 66 is expressly subject to 8 of this Agreement, which provides that a breach or default by one Owner on one portion of the Property will not impact or effect the rights, duties, and obligations of other Owners on separate portions of the Property.

**Section 7 Unenforceable Provisions.** If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any

extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

**Section 8 Assignment and Transfer.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Owners. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land. This Agreement shall be binding on the City and each Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, each Owner, and their respective successors and assigns, shall only be responsible for those duties and obligations associated with such Owner's parcel(s) and shall not be responsible for any duties and obligations or defaults as to any other parcels or lots within the Property. The new owners of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

**Section 9 General Matters.**

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

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

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

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

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

Owner: BHEG Milestone Ranch LLC  
650 Newport Center Dr.  
Newport Beach, California 92660

Owner: Toll West, Inc.  
1140 Virginia Dr.  
Fort Washington, Pennsylvania 19034

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Trevor A. Chadwick, Mayor

ATTEST:

\_\_\_\_\_  
Shelly Tilton, City Clerk



OWNER:

\_\_\_\_\_  
BHEG Milestone Ranch, LLC, a Delaware  
limited liability company

\_\_\_\_\_  
By:  
Its:

THE COMMONWEALTH OF )  
 ) ss.  
County of )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the Representative of **BHEG Milestone Ranch LLC**, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

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

\_\_\_\_\_  
Notary Public for  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

OWNER:

\_\_\_\_\_  
Toll West, Inc

\_\_\_\_\_  
By:  
Its:

STATE OF            )  
                          ) ss.  
County of            )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the Representative of **Toll West, Inc**, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.

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

\_\_\_\_\_  
Notary Public for  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

## Exhibit A – Milestone Ranch Property Description

### Legal Description

#### Milestone Ranch Subdivision – MU to R-5 Rezone

A parcel of land being Lots 1 and 2 of Block 1 of Hoot Nanney Farms Subdivision as shown in Book 103 of Plats on Pages 13839 through 13841, records of Ada County, Idaho, and a portion of the NW ¼ of the SE ¼ and the SW ¼ of the NE ¼ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of said NW ¼ of the SE ¼ (CS 1/16 corner), from which an Aluminum Cap monument marking the northwest corner of said NW ¼ of the SE ¼ (C ¼ corner) bears N 0°48'29" E a distance of 1329.13 feet;

Thence along the westerly boundary of said NW ¼ of the SE ¼ N 0°48'29" E a distance of 694.00 feet to the southwest corner of said Lot 2 of Block 1 of Hoot Nanney Farms Subdivision and the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary and the westerly boundary of said Lot 2 N 0°48'29" E a distance of 635.13 feet to the Aluminum Cap marking the northwest corner of said NW ¼ of the SE ¼;

Thence continuing along said westerly boundary of Lot 2 and the westerly boundary of said SW ¼ of the NE ¼ N 0°48'31" E a distance of 979.09 feet to a point marking the northwest corner of said Lot 2;

Thence along the northerly boundary of said Lot 2 and the extension thereof S 89°07'52" E a distance of 1323.06 feet to a point on the easterly boundary of said SW ¼ of the NE ¼;

Thence along said easterly boundary and the easterly boundary of said NW ¼ of the SE ¼ S 0°55'29" W a distance of 2300.84 feet to a Brass Cap marking the southeast corner of said NW ¼ of the SE ¼;

Thence along the southerly boundary of said NW ¼ of the SE ¼ N 89°27'07" W a distance of 690.31 feet to a 5/8 inch diameter iron pin on the extension of the westerly boundary of said Lot 1;

Thence along the westerly boundary of said Lot 1 and the extension thereof N 0°48'29" E a distance of 694.00 feet to a 5/8 inch diameter pin marking the northwest corner of said Lot 1;

Thence along the southerly boundary of said Lot 2 N 89°27'07" W a distance of 628.08 feet to the **POINT OF BEGINNING**.

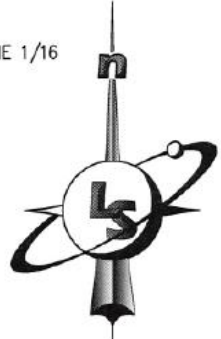
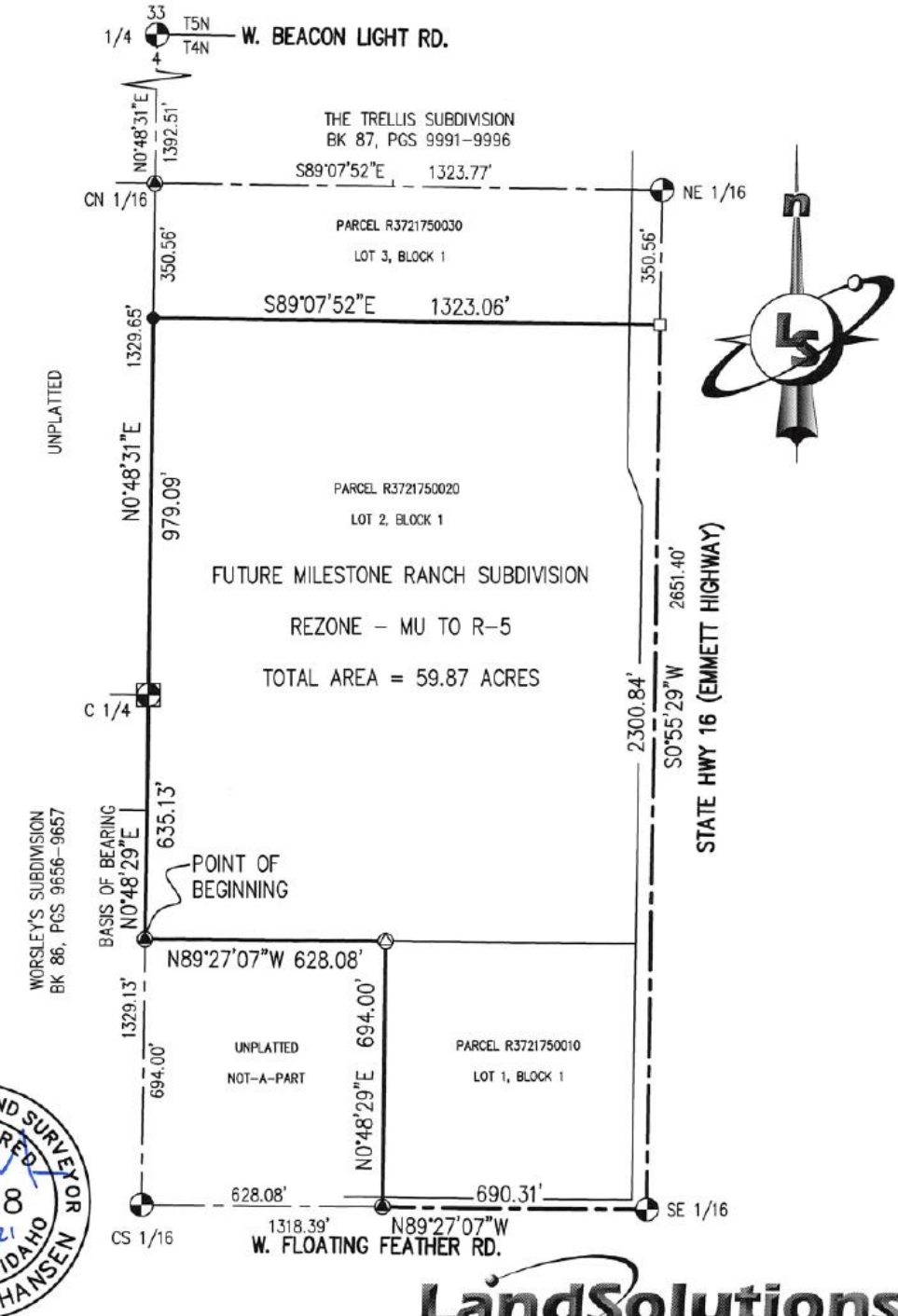
This parcel contains 59.87 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
April 28, 2021



# MILESTONE RANCH SUBDIVISION

MU TO R-5 REZONE EXHIBIT



**LandSolutions**  
Land Surveying and Consulting

231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
(208) 288-2040 (208) 288-2557 fax  
www.landsolutions.biz

JCB NO. 20-88

**Legal Description**  
**Milestone Ranch Subdivision – Annexation and R-5-DA Rezone**

A parcel of land being Lot 3 of Block 1 of Hoot Nanney Farms Subdivision as shown in Book 103 of Plats on Pages 13839 through 13841, records of Ada County, Idaho, and a portion of SW ¼ of the NE ¼ of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of the NE ¼ of said Section 4, from which an Aluminum Cap monument marking the southwest corner of said SW ¼ of the NE ¼ (C ¼ corner) bears S 0°48'31" W a distance of 2659.16 feet;

Thence along the westerly boundary of said NE ¼ S 0°48'31" W a distance of 1392.51 feet to the northwest corner of said Lot 3 of Block 1 of Hoot Nanney Farms Subdivision and the **POINT OF BEGINNING**;

Thence along the northerly boundary of said Lot 3 and the extension thereof, also being the northerly boundary of said SW ¼ of the NE ¼, S 89°07'52" E a distance of 1323.77 feet to a Brass Cap monument marking the northeast corner of said SW ¼ of the NE ¼;

Thence along said easterly boundary of said NW ¼ of the SE ¼ S 0°55'29" W a distance of 350.56 feet to a point on the extension of the southerly boundary of said Lot 3;

Thence along said southerly boundary of Lot 3 and the extension thereof N 89°07'52" W a distance of 1323.06 feet to a point marking the southwest corner of said Lot 3;

Thence along the westerly boundary of said Lot 3 N 0°48'31" E a distance of 350.56 feet to the **POINT OF BEGINNING**.

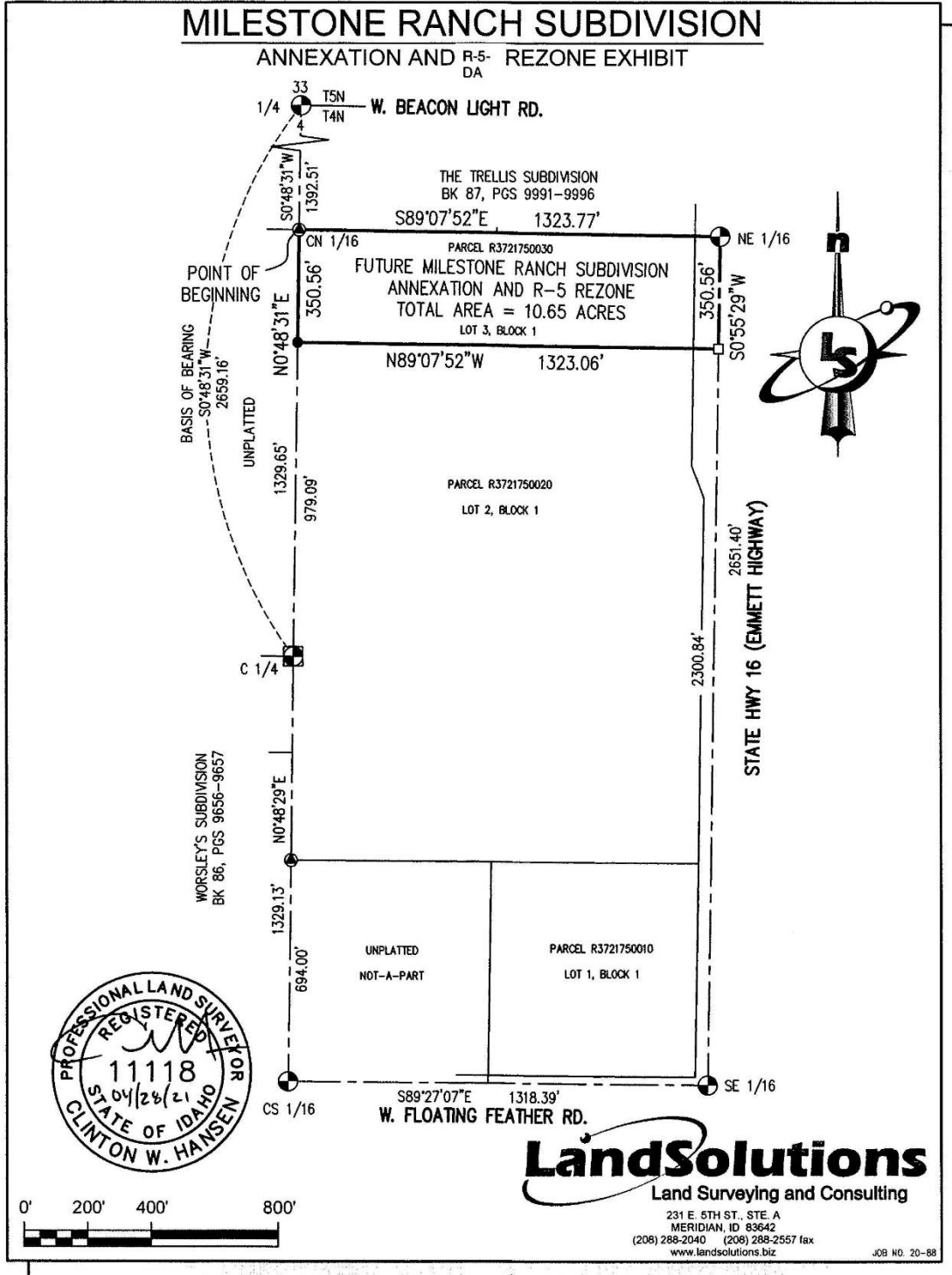
This parcel contains 10.65 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
April 28, 2021



Milestone Ranch Subdivision  
Job No. 20-88  
Page 1 of 1

# EXHIBIT A



## Exhibit B – Milepost Commons Property Description

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 4 BEARS N89°01'06"W, A DISTANCE OF 2,632.47 FEET;

THENCE N89°01'06"W, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1,316.22 FEET TO THE NORTH COMMON CORNER OF GOVERNMENT LOTS 3 AND 4 OF SAID SECTION 4;

THENCE S00°48'35"W, ALONG THE COMMON LINE OF GOVERNMENT LOTS 3 AND 4, A DISTANCE OF 1,394.66 FEET TO THE SOUTH CORNER COMMON TO SAID GOVERNMENT LOTS 3 AND 4, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S89°06'47"E, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 1,316.23 FEET TO THE COMMON CORNER OF SAID GOVERNMENT LOT 3 AND THE NORTHWEST CORNER OF HOOT NANNEY FARMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 103 OF PLATS, PAGES 13839 THROUGH 13841 OF ADA COUNTY RECORDS;

THENCE S00°48'31"W, ALONG THE WEST LINE OF SAID HOOT NANNEY FARMS SUBDIVISION, A DISTANCE OF 1,329.65 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WORSLEY'S FOLLY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 86 OF PLATS, PAGES 9656 AND 9657 OF ADA COUNTY RECORDS;

THENCE N89°15'50"W, ALONG THE NORTH LINE OF SAID WORSLEY'S FOLLY SUBDIVISION, A DISTANCE OF 656.24 FEET TO THE NORTHEAST CORNER OF IRON MOUNTAIN ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 121 OF PLATS, PAGES 19064 THROUGH 19069 OF ADA COUNTY RECORDS;

THENCE N89°14'30"W, ALONG THE NORTH LINE OF SAID IRON MOUNTAIN ESTATES SUBDIVISION AND THE NORTH LINE OF SCHREINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 59 OF PLATS AT PAGE 5716 OF ADA COUNTY RECORDS, A DISTANCE OF 656.39 FEET TO THE CENTER-WEST 1/16<sup>TH</sup> SECTION CORNER, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 00°39'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°14'49" EAST, A DISTANCE OF 865.00 FEET;

THENCE NORTH 00°39'14" EAST, A DISTANCE OF 550.00 FEET;

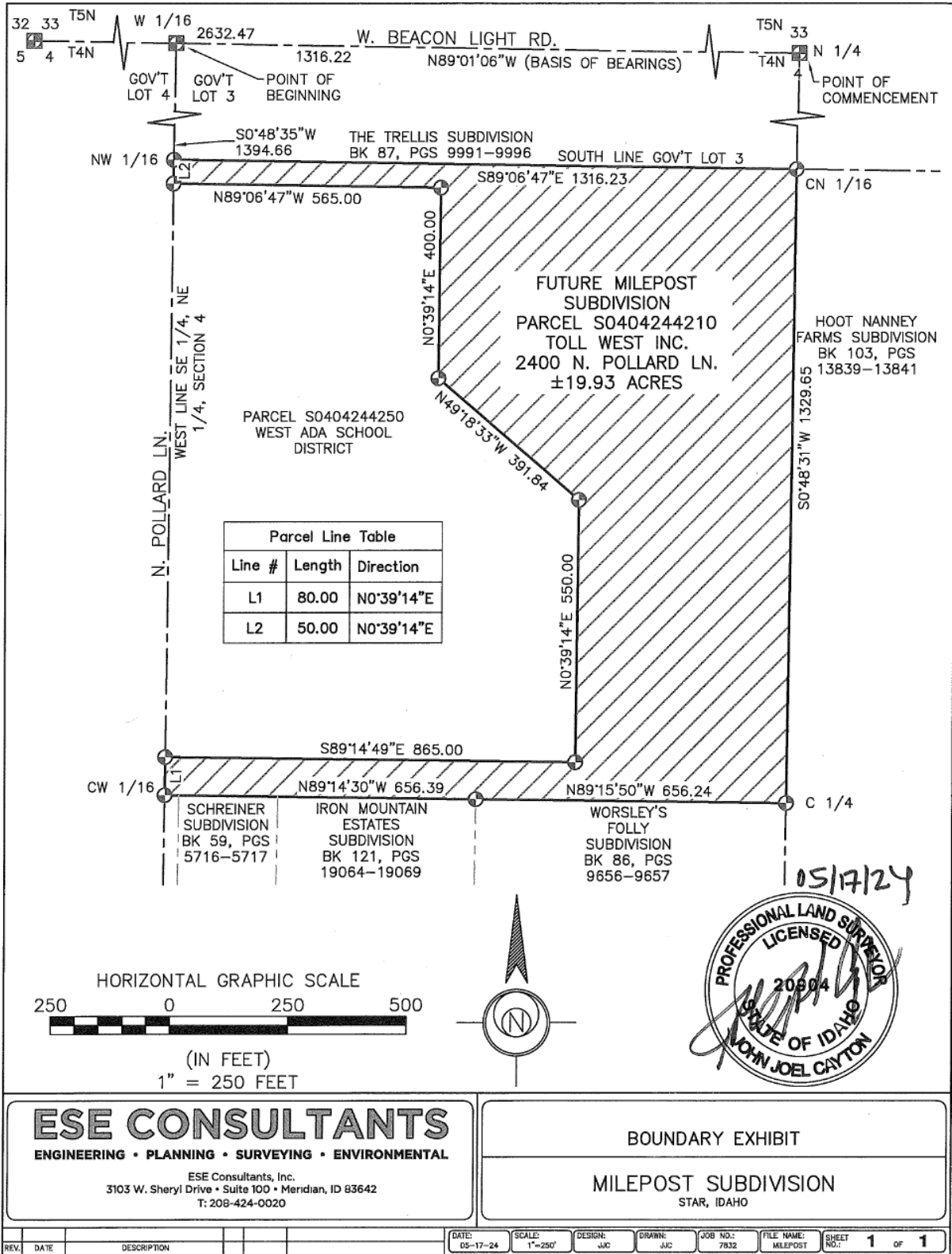
THENCE NORTH 49°18'33" WEST, A DISTANCE OF 391.84 FEET;

THENCE NORTH 00°39'14" EAST, A DISTANCE OF 400.00 FEET;

THENCE NORTH 89°06'47" WEST, A DISTANCE OF 565.00 FEET TO A POINT ON SAID WEST LINE OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 00°39'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS: +/- 19.93 ACRES





**Exhibit C – Milestone Ranch Development Preliminary Plat**

[see following one (1) page]



**Exhibit D – Milepost Commons Development Preliminary Plat**

[see following one (1) page]

