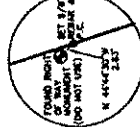
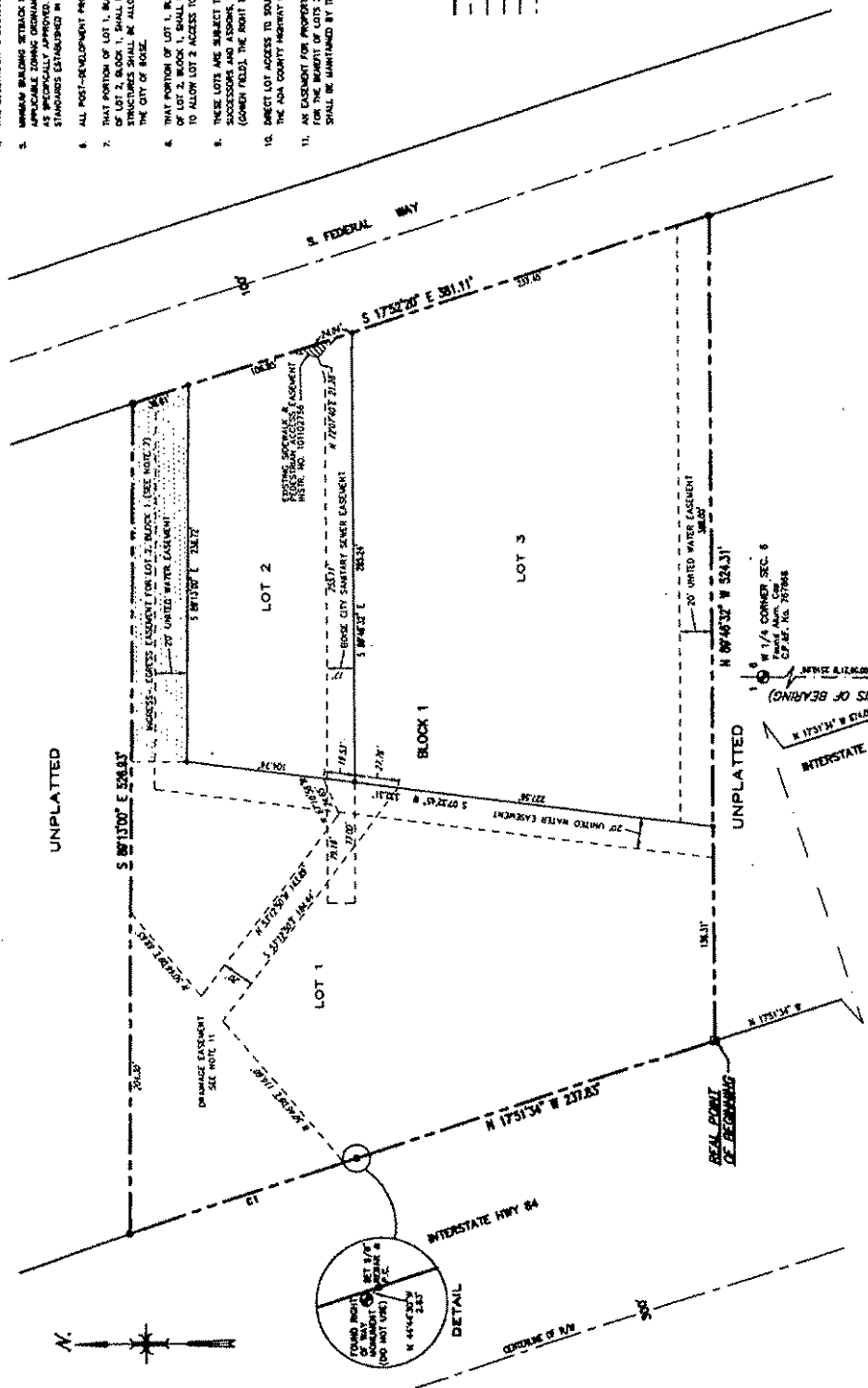
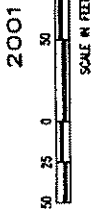


BK 83 49091

**PLAT OF
ISAACS CANYON SUBDIVISION**

LOCATED IN THE SE 1/4 OF SECTION 1, T.2N., R.2E., AND IN THE
W 1/2 OF GOVERNMENT LOT 7 OF SECTION 6, T.2N., R.2E., S.M.,
BOISE, ADA COUNTY, IDAHO



CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEG
CT	00°44'07"	11608.18	140.98	74.48	144.08	+18°13'37" W

NOTES

1. THESE LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PROPERTY DAMAGE, BOISE CITY WATER AND BOISE CITY STREET LIGHTS OVER THE TOP (60) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HAND-SURFACED DRIVEWAYS AND DRIVEWAYS TO EACH LOT.
2. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A FIVE (5) FOOT PROPERTY DRAINAGE, UTILITY CONSTRUCTION AND MAINTENANCE EASEMENT ADJACENT TO ALL BOUNDARY LINES. THIS EASEMENT SHALL GO WITH ANY CONSTRUCTION AND MAINTENANCE EASEMENT ADJACENT TO ALL BOUNDARY LINES. THIS EASEMENT SHALL BE SPECIFICALLY APPROVED BY THE CITY OF BOISE.
3. ANY RE-DEVELOPMENT OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-DEVELOPMENT.
4. THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE ZONING CODE SECTION 31-200A.
5. MINIMUM BUILDING SETBACK LINES IN THIS SUBDIVISION SHALL BE AS SPECIFICALLY NOTED BY THE ZONING ORDINANCES. ALL BUILDINGS SHALL BE SETBACK FROM ALL BOUNDARY LINES AS SPECIFICALLY APPROVED. ALL LOTS PLACED, AND TRACT SIZES SHALL MEET MINIMUM STANDARDS ESTABLISHED IN THE ZONING ORDINANCE.
6. ALL POST-DEVELOPMENT PROPERTY GRADIENTS WILL BE RETAINED ON SITE.
7. THAT PORTION OF LOT 1, BLOCK 1, WHICH LIES NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 2, BLOCK 1, SHALL BE DESIGNATED FOR HORSES-FORREST FACILITIES ONLY AND NO STRUCTURES SHALL BE ALLOWED WITHIN THIS EASEMENT UNLESS SPECIFICALLY APPROVED BY THE CITY OF BOISE.
8. THAT PORTION OF LOT 1, BLOCK 1, WHICH LIES NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 2, BLOCK 1, SHALL PROVIDE A PERMANENT CROSS-ACCESS EASEMENT TO LOT 2, BLOCK 1 TO ALLOW LOT 2 ACCESS TO THE PUBLIC STREET.
9. THESE LOTS ARE SUBJECT TO A PERMANENT ANTI-TRAIL EASEMENT GRANTING TO BOISE CITY, ITS SUCCESSORS AND ASSIGNS, AND TO ALL PERSONS LAWFULLY USING THE BOISE AIR TERMINAL (COMMON FIELD), THE RIGHT TO USE THE AIR SPACE ABOVE. SEE INSTRUMENT NO. 101012770.
10. DIRECT LOT ACCESS TO SOUTH FEDERAL WAY IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE ADA COUNTY PLANNING DEPARTMENT AND BOISE CITY.
11. AN EASEMENT FOR PROPERTY DRAINAGE IS GRANTED ACROSS LOT 1, BLOCK 1 AS SHOWN HEREON FOR THE BENEFIT OF LOTS 2 & 3 A BLOCK 1. DRAINAGE FACILITIES LOCATED WITHIN SAID EASEMENT SHALL BE MAINTAINED BY THE GRADES CANTON PROPERTY OWNER'S ASSOCIATION.

LEGEND

- Boundary Line
- Section Line
- Right-of-Way Line
- Centerline
- Lot Line
- Easement Line
- Red Point of Beginning: Set 5/8" x 30"
- Rebar with Plastic Cap
- Found Brass or Aluminum Cap (as noted)
- Set 2/8" x 30" Rebar with Plastic Cap
- Set 1/2" x 24" Rebar with Plastic Cap
- W/ESS-EGRESS Easement over portion Lot 1 for Lot 2, See Note 7



BRIGGS ENGINEERING, INC.
Consulting Engineers
Boise, Idaho
SHEET 1 OF 2
SEE DRAWINGS ON REVERSE

FW PROPERTY, LLC
Developer
Boise, Idaho

BL 83 pg 9088

ISAACS CANYON SUBDIVISION

CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS:
 THAT FW PROPERTY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNER ALSO HAS ADVISED THAT SAID SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM, AND UNITED WATER IDAHO HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 3 EAST, RANGE 3 EAST, WEST 1/2 OF GOVERNMENT LOT 7 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, T. 2 N., R. 3 E., S.M., THENCE S08°13'38" W 14.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY TO THE BEAL-BURKE DE BEARINGS OF THIS SUBDIVISION;

THENCE N 17°51'34" W 87.608 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE BEAL-BURKE DE BEARINGS OF THIS SUBDIVISION;

THENCE N 17°51'34" W 237.83 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE;

THENCE 148.88 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1800.16 FEET, A CENTRAL ANGLE OF 127°17'10" AND A CHORD OF 148.88 FEET, TO A POINT ON A CURVE ON SAID EASTERLY RIGHT OF WAY;

THENCE S 89°15'00" E 328.83 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF S. FEDERAL WAY;

THENCE S 17°52'20" E 201.11 FEET ALONG SAID WESTERLY RIGHT OF WAY TO A POINT; THENCE N 89°48'32" W 324.3 FEET TO THE BEAL-BURKE DE BEARINGS OF THIS SUBDIVISION, COMPRISING 4.39 ACRES, MORE OR LESS.

THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVATED TO THE PERSONS WHOSE INTERESTS IN SAID EASEMENTS ARE SHOWN THEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 19 DAY OF APRIL, 2001

Steve Marlow
 STEVE MARLOW, MANAGING MEMBER
 FW PROPERTY, LLC

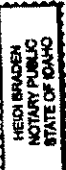
ACKNOWLEDGMENT

STATE OF Idaho)
 COUNTY OF Ada) SS

ON THIS 19 DAY OF APRIL, 2001, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED STEVE MARLOW, KNOWN TO ME TO BE THE MANAGING MEMBER OF FW PROPERTY, LLC, THAT EXECUTED THE INSTRUMENT ON THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

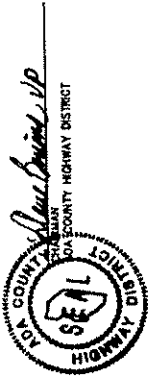
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Michelle Thaddeus
 Michelle Thaddeus
 NOTARY PUBLIC FOR:
 RESIDING AT: 3829 S. HARRISON ST #147
 MY COMMISSION EXPIRES: 9/27/2016



ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 27 DAY OF March, 2001.



APPROVAL OF CITY COUNCIL

I, *Annette Phinney*, CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 27 DAY OF March, 2001, THIS PLAT WAS DULY APPROVED AND ADOPTED.



CERTIFICATE OF COUNTY TREASURER

I, *Charles R. Mickelson*, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FOR THE REQUIREMENTS OF IDAHO CODE 50-1-104, DO HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAS BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Charles R. Mickelson
 COUNTY TREASURER
 DATE: 11-13-2001

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 20010108
 STATE OF IDAHO)
 COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF FW PROPERTY, LLC AT 11 MINUTES PAST 3 O'CLOCK P.M. THIS 19 DAY OF APRIL, 2001, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 83 OF PLATS AT PAGES 9081 AND 9082.

Michelle Thaddeus
 DEPUTY COUNTY RECORDER
 DATE: 4/19/01

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REVIEWED ACCORDING TO THE HEALTH DEPARTMENT AND APPROVED. THE COUNTY RECORDER, OR HIS AGENT, LISTING THE CONDITIONS OF APPROVAL.



Michael E. Marks
 CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO REGULATIONS RELATING TO PLATS AND SURVEYS.



John E. Smith
 COUNTY SURVEYOR
 DATE: 4/19/01

APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, P.E., CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Charles R. Mickelson
 CHARLES R. MICKELSON, P.E., CITY ENGINEER

CERTIFICATE OF SURVEY

I, MICHAEL E. MARKS, P.L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO. THIS PLAT WAS DESCRIBED AND APPROVED BY THE HEALTH DEPARTMENT AND THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND PLUNG ACT, IDAHO CODE 50-1-601 THROUGH 50-1-616.



Michael E. Marks
 MICHAEL E. MARKS, P.L.S., NO. 489

ADA COUNTY RECORDER
J. DAVID NAVARRO
2001 10 30

2001 AU 15 PM 4:40

RECORDED - REQUEST OF
Isaac's Canyon Sub
FEE *2400* DEPUTY *Grepper*

101083538

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR THE

ISAACS CANYON SUBDIVISION

BY

FW PROPERTY, LLC

July 20, 2001

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR THE

ISAACS CANYON SUBDIVISION

BY

FW PROPERTY, LLC

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made and entered into this ____ day of _____, 2001, by FW PROPERTY, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1, 2, and 3 of Block 1 being all of the real property located in the Isaacs Canyon Subdivision filed of record with the Ada County Recorder's Office as located in the SE ¼ of Section 1, T.2N., R.2E., and in the W ½ of Government Lot 7 of Section 6, T.2N., R.3E., B.M., Boise, Ada County, Idaho, as more particularly described in the plat of such subdivision attached hereto as Exhibit "A," hereinafter referred to as "Property;" and

WHEREAS, Declarant desires to establish certain covenants, conditions, and restrictions upon the foregoing Property and each of every portion thereof with respect to the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

WHEREAS, Declarant desires and intends that all present and future owners, mortgagees, beneficiaries, and trustees under any deed, trust deed, mortgage and all occupants and all other persons hereafter acquiring any interest in the Property shall at all times hold their interests subject to the covenants, conditions, restrictions, and rights as herein set forth.

NOW THEREFORE, Declarant for the purposes above set forth declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied, and used subject to the following covenants, conditions, restrictions, and rights all of which shall run with the land and be appurtenant thereto, and be binding upon the Property and all parties having or acquiring any right,

title, or interest in and to the Property or any part thereof, irrespective of whether or not referenced in the deed or other applicable instrument of conveyance and shall inure to the benefit of each owner of a lot in the Property and each owner who may thereafter own any portion of the Property for so long as the covenants, conditions, and restrictions herein set forth are binding upon the parties:

1. DRAINAGE EASEMENT: Declarant does hereby establish and create for the benefit of all present and future owners of the Property designated as Lots 1, 2, and 3 of Block 1 of the Property and does hereby grant, give, convey, and dedicate therefore for the benefit of the respective properties, an easement in, under, over, across, upon, and through the drainage easement area as depicted in the plat of the Property on Lot 1 of Block 1 of the subdivision for the purpose of allowing drainage water from Lots 1, 2, and 3 to drain across the easement area as depicted in the attached plat. The dimensions for the drainage easement on Lot 1 are as depicted in the attached plat. There shall be installed in the drainage easement area a drainage pipeline and such other improvements as may be reasonably necessary in order to allow adequate drainage from Lots 1, 2, and 3 of the Property in, through, and across the drainage easement area as denoted in the attached plat. Each owner of a portion of the Property as may now or hereafter exist pledge their good faith and cooperation in installing such other and additional lines, manholes, and such other improvements as may be reasonably necessary in order to allow such appropriate drainage for the mutual benefit of the Property.

2. MAINTENANCE OF DRAINAGE EASEMENT: The cost of maintaining, repairing, or improving the drainage easement as described in the prior paragraph shall be divided equally between the owners of the lots in the subdivision. All decisions with regard to the future maintenance, repair, and improvement of the drainage easement area shall be made by majority vote of the owners of the three lots in the subdivision. In the event any owner refuses to contribute such party's one-third share of such reasonable repair, maintenance or improvement costs and expenses, then the party making such expenditure on behalf of the party who refuses to contribute its one-third share, shall be entitled to be paid interest on that amount expended on behalf of such party at the rate of eighteen (18%) percent per annum. If litigation is instituted to enforce any of the terms of this Declaration or any amount due and owing by another owner in the subdivision, then the party advancing such funds on behalf of the non-paying party shall be entitled to an award of reasonable costs and attorneys' fees in any litigation instituted to collect the amount due.

3. LOT 1: The owner of Lot 1 shall at all times take reasonable steps to not damage or in any way impair the drainage of water across the drainage easement area as depicted in the attached plat. Any damage to the drainage easement area caused by the owner of Lot 1 shall be repaired at the sole cost of the owner of Lot 1 without contribution from the owners of Lots 2 and 3.

4. DESIGN APPROVAL: Declarant hereby declares that no building, structure, fence,

wall, parking lots, sidewalks, curbs, gutters, trees, building, or landscaping or any other structure or improvement shall be commenced, erected, or maintained on any portion of the Property until such times as the plans and specifications showing the nature, kind, shape, shape, height, materials, location of the same and such other details as may be required by Declarant have been submitted to Declarant and approved by it in writing. In addition to any other plans and specifications which may be requested by Declarant, a lot owner in the subdivision shall provide to Declarant those plans and specifications which may be submitted by an owner of a lot in the subdivision to City of Boise and/or its Design Review Committee or any other applicable zoning and building committee of the City of Boise showing at a minimum appropriate architectural and site development plans to scale depicting building locations, landscaping, on-site lighting, trees, ground treatment, fences, off-street parking, drawings of exterior elevations, choice of building materials and proposed color scheme, proposed new grade and similar improvements. Provided Declarant has been provided all of the required plans, specifications and information required hereunder and requested by Declarant, then Declarant shall have fifteen (15) days within which to approve or disapprove of such plans, specifications, and locations. The approval of Declarant of the plans, specifications, and design of all improvements to be constructed on any lot in the subdivision shall be in addition to any other requirements which may be imposed by the City of Boise, Ada County, Ada County Highway District, or any other governmental agency having jurisdiction of the Property. At such time as Declarant no longer owns any real property in the Property, then the building and design approval requirement as set forth in this paragraph shall automatically terminate.

5. SUCCESSORS: The terms, conditions, and restrictions as herein set forth shall be in perpetuity and run with the land and shall be appurtenant to the Property and shall be binding upon the parties' transferees, assigns, heirs, grantees, and successors.

6. ENFORCEMENT: In the event any portion of this Declaration or part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereof or parts thereof shall remain in full force and effect, and shall in no way be effected, impaired, or invalidated thereby, it being understood and agreed that such remaining provisions shall be construed in a manner most closely approximating the intentions of the parties with respect to the invalid, void, or unenforceable provision or part. It is expressly understood and agreed that any delay in enforcing the performance of any provision of this Declaration shall not operate to waive, or be a waiver of, the right of either party to enforce any of the provisions of this Declaration, in accordance with their terms. It is recognized and acknowledged that damages at law for the breach of this Declaration would be difficult to ascertain and therefore Declarant consents to the entry of equitable relief, mandatory or prohibitory, by way of restraining order, injunctions, preliminary injunctions, temporary restraining orders, specific performance or otherwise by a court of competent jurisdiction, without bond, so as to prevent the breach of the obligations and covenants set forth in this Declaration. In the event litigation is instituted in order

to enforce the terms hereof, the prevailing party in such litigation shall be entitled to an award of attorneys' fees and costs.

7. IDAHO LAW: Idaho law shall apply to the enforcement, interpretation, and construction of the terms and conditions of this Declaration.

8. NO DEDICATION: This Declaration is not intended to and should not be construed to dedicate the foregoing drainage easement area described herein to the general public.

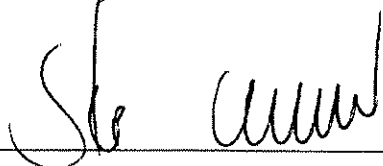
9. SEVERABILITY: A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

10. AMENDMENT: This Declaration may be amended or terminated upon the unanimous written approval and agreement of all of the lot owners of the Property by a written instrument duly recorded with the Ada County Recorder's Office.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

"DECLARANT"

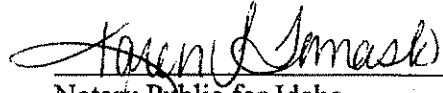
FW PROPERTY, LLC

By: 
Its: _____

STATE OF IDAHO)
)ss.
County of Ada)

On this 20 day of July, in the year 2001, before me, Karen L. Tomasko, a Notary Public in and for said State, personally appeared Steve Marlow, known or identified to me to be the Managing Member of the limited liability company that executed the above instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Notary Public for Idaho
Residing at: PAID, ID
Commission Expires: 10/24/05

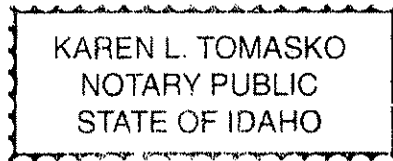
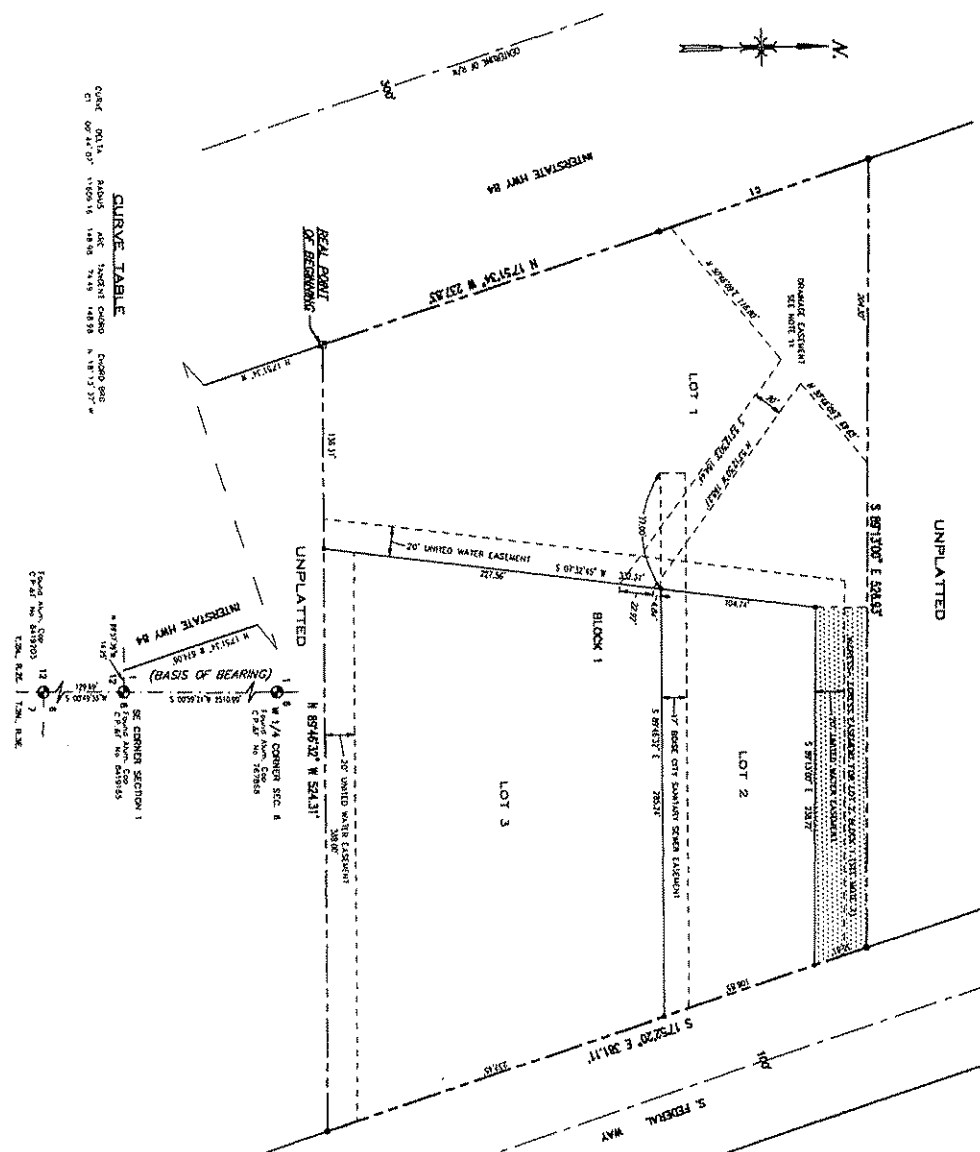


EXHIBIT "A"

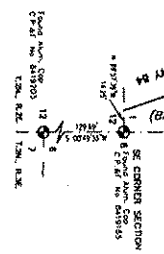
PLAT

PLAT OF
ISAACS CANYON SUBDIVISION
 LOCATED IN THE SE 1/4 OF SECTION 1, 12N., R.2E., AND IN THE
 W 1/2 OF GOVERNMENT LOT 7 OF SECTION 6, 12N., R.2E., S.M.,
 BOISE ADA COUNTY, IDAHO
 2001



CURVE TABLE

CHORD	DELTA	RADIUS	ARC	TANGENT	CHORD BEG	CHORD END
00' 41.07"	100° 15'	148.93	74.49	148.93	N 18° 13' 37" W	N 18° 13' 37" W



- NOTES**
- THESE LOTS ARE HEREIN RESERVED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITY, GAS, WATER, SEWER, AND CITY STREET LIGHTS FROM THE CORPORATION OF BOISE-IDAHO UTILITIES AND WATER TO EACH LOT.
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LEGEND

---	Boundary Line
---	Section Line
---	Right-of-Way Line
---	Centerline
---	Lot Line
---	Equipment Footprint
---	Real Point of Beginning
---	Found Brass or Aluminum Cap (as noted)
---	5/8" x 3/4" Brass with Plastic Cap
---	5/8" x 3/4" Brass with Plastic Cap
---	INCESS-EGRESS Easement over portion Lot 1 for Lot 2, See Note 7

PROFESSIONAL LAND SURVEYOR
 4988
 STATE OF IDAHO
 LICENSE NO. 12345

FM PROPERTY, LLC
 Developer
 Boise, Idaho

BRIGGS ENGINEERING, INC.
 Consulting Engineers
 Boise, Idaho

SHEET 1 OF 2