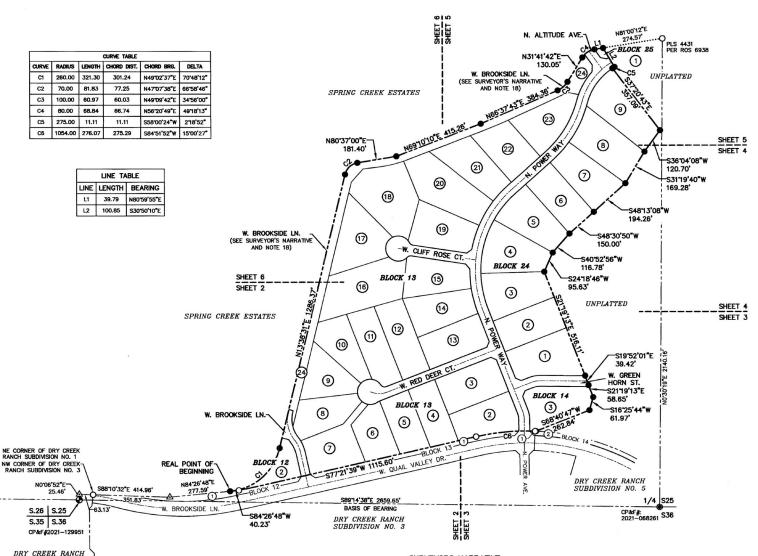
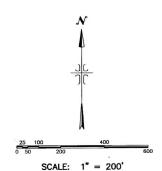
This document provided courtesy of TitleOne

PLAT SHOWING DRY CREEK RANCH SUBDIVISION NO. 7

LOCATED IN THE SW 1/4 OF SECTION 25 T.5N., R.1E., B.M. ADA COUNTY, IDAHO 2022





LEGEND

FOUND BRASS CAP MONUMENT
FOUND ALUMINUM CAP MONUMENT
FOUND 5/8" IRON PIN PLS 7729
UNLESS NOTED OTHERWSE
SET 1/2" IRON PIN, PLS 7729
SET 5/8" IRON PIN, PLS 7729
A CALCULATED POINT
SUBDIVISION BOUNDARY LINE
LOT LINE
SECTION LINE

TIE LINE

LOT NO.

SEE SHEET 7 FOR NOTES

(7)

	LOT A	ACCESS TABLE
LOT	BLOCK	LOT ACCESS STREET
3	13	N. POWER WAY
13	13	N. POWER WAY
15	13	N. POWER WAY
19	13	N. POWER WAY
3	14	N. POWER WAY
1	24	N. POWER WAY



SURVEYORS NARRATIVE:

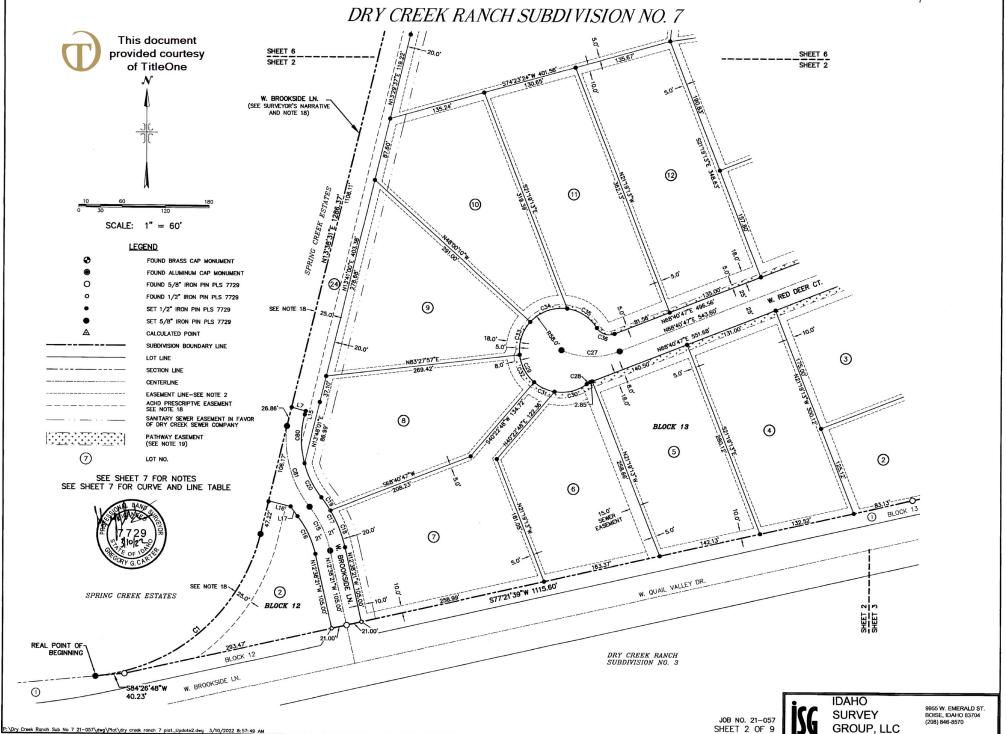
THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

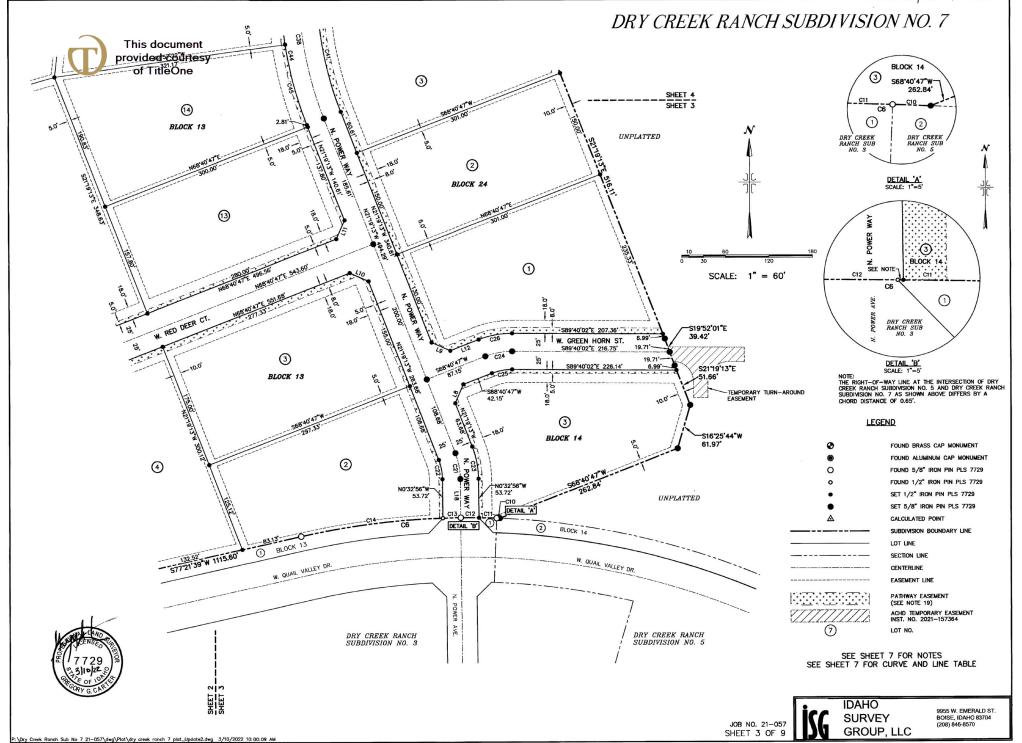
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HERON. THE PROPERTY IS ADJACENT TO BRY OREEK RANCH SUBDIVISION NO.S. 3 AND 5, SPRING CREEK ESTATES SUBDIVISION AND UNPLATTED LANDS. THE SUBJECT PROPERTY IS ALSO A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED 2016-002296 AND WARRANTY DEED 2021-005998 AND AS SHOWN ON ROS SESS AND BRIST. MONUMENTATION FOUND PER THE PLAT AND RECORD OF SURVEYS OF THE PROPERTY AND ASSOCIATION OF SUBJECT OF THE PROPERTY AND ASSOCIATION OF SUBJECT OF THE PROPERTY AND ASSOCIATION OF SUBJECT OF THE PROPERTY AND ASSOCIATION OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE SUBJECT OF THE PROPERTY OF THE SUBJECT OF THE SUBJECT OF THE SUBJECT OF THE SUBJECT OF THE PROPERTY OF THE SUBJECT OF THE SUBJECT OF THE PROPERTY OF THE SUBJECT OF THE SUBJECT

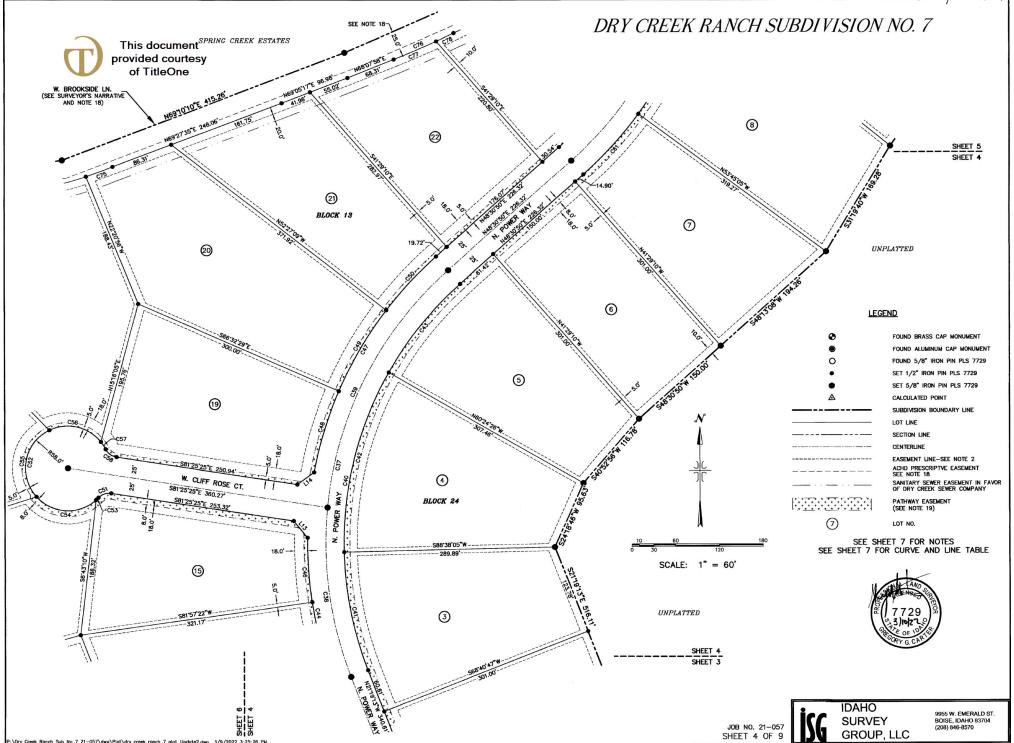
IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

MONUMENT CERTIFICATE

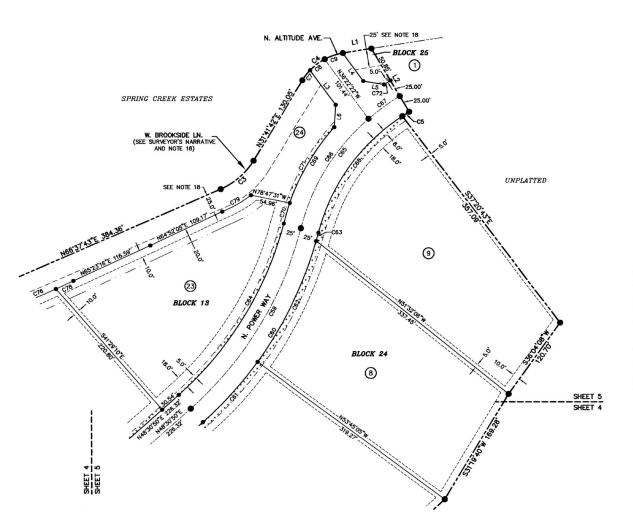
SUBDIVISION NO. 1

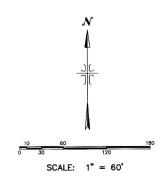












LEGEND

•	FOUND BRASS CAP MONUMENT
•	FOUND ALUMINUM CAP MONUMENT
0	FOUND 5/8" IRON PIN PLS 7729
•	SET 1/2" IRON PIN PLS 7729
•	SET 5/8" IRON PIN PLS 7729
▲	CALCULATED POINT
	SUBDIVISION BOUNDARY LINE
	LOT LINE
	SECTION LINE
	PARCEL LINE
	CENTERLINE
	EASEMENT LINE-SEE NOTE 2
	ACHD PRESCRIPTVE EASEMENT SEE NOTE 18
	SANITARY SEWER EASEMENT IN FAVOR OF DRY CREEK SEWER COMPANY
	PATHWAY EASEMENT (SEE NOTE 19)
\bigcirc	LOT NO.

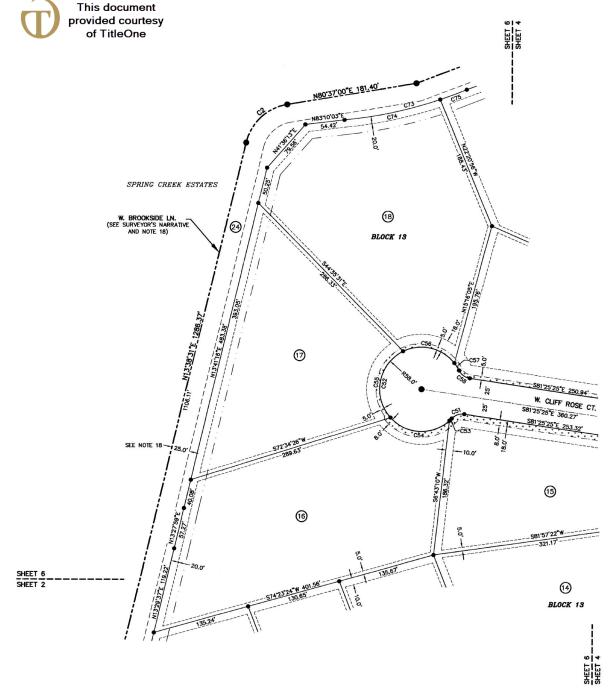
SEE SHEET 7 FOR NOTES
SEE SHEET 7 FOR CURVE AND LINE TABLE

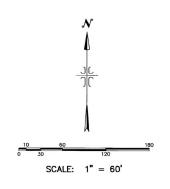


BOOK

PAGE

IDAHO SURVEY GROUP, LLC





LEGEND

•	FOUND BRASS CAP MONUMENT
•	FOUND ALUMINUM CAP MONUMENT
0	FOUND 5/8" IRON PIN PLS 7729
•	SET 1/2" IRON PIN PLS 7729
•	SET 5/8" IRON PIN PLS 7729
Δ	CALCULATED POINT
	SUBDIVISION BOUNDARY LINE
	LOT LINE
	SECTION LINE
	CENTERLINE
	EASEMENT LINE
	ACHD PRESCRIPTVE EASEMENT SEE NOTE 18
	SANITARY SEWER EASEMENT IN FAVOR OF DRY CREEK SEWER COMPANY
	PATHWAY EASEMENT (SEE NOTE 19)

7 LOT NO.

SEE SHEET 7 FOR NOTES
SEE SHEET 7 FOR CURVE AND LINE TABLE





	LINE TABLE							
LINE	LENGTH	BEARING						
L1	39.79	N80°59'55"E						
L2	100.85	S30°50'10"E						
L3	58.97	N36"22'22"W						
L4	47.39	N36"22"22"W						
L5	28.76	S80°24'35"E						
L6	30.74	S3*24'11"W						
L7	20.13	S74'48'04"E						
L8	28.28	N23'40'47"E						
L9	28.28	N661913"W						
L10	28.28	S66*19'13*E						
L11	28.28	N23'40'47"E						
L12	42.15	S68'40'47"W						
L13	29.86	S39"42"06"E						
L14	28.55	N54"07"20"E						
L15	5.00	N15"11"56"E						
L16	31.28	N76"10'36"W						
L17	16.49	N35'38'30"W						
L18	53.42	N0'32'56"W						

CURVE TABLE							
CURVE	RADIUS	LENGTH	CHORD DIST.		DELTA		
C1	260.00	321.30	301.24	N49'02'37"E	70'48'12"		
C2	70.00	81.83	77.25	N47'07'38"E	66'58'46"		
C3	100.00	60.97	60.03	N49'09'42"E	34'56'00"		
C4	80.00	68.84	66.74	N56'20'49"E	49"18"13"		
C5	275.00	11.11	11.11	S58'00'24"W	218'52"		
C6	1054.00	276.07	275.29	S84'51'52"W	15'00'27"		
C7	80.00	17.34	17.31	S37'54'20"W	12'25'15"		
C8	80.00	25.10	25.00	S53'06'20"W	17'58'46"		
C9	80.00	26.39	26.27	S71*32'49"W	18'54'12"		
C10	1054.00	4.38	4.38	N87*45'03"W	014'16"		
C11	1054.00	24.28	24.28	N88'31'47"W	179'12"		
C12	1054.00	25.00	25.00	N89"52'10"W	1'21'33"		
C13	1054.00	25.00	25.00	S88'46'17"W	1"21'33"		
C14	1054.00	197.41	197.12	S82'43'35"W	10"43"53"		
C15	150.00	67.45	66.89	N25"31"19"W	25*45'56"		
C16	129.00	58.01	57.52	N25"31"19"W	25'45'56"		
C17	171.00	76.90	76.25	N25'31'19"W	25'45'56"		
C18	171.00	55.00	54.76	N21'51'11"W	18"25"39"		
C19	171.00	21.90	21.89	N34'44'09"W	7'20'18"		
C20	129.00	52.69	52.33	S26'42'11"E	23'24'14"		
C21	100.00	36.25	36.05	N10'56'05"W	20'46'17"		
C22	75.00	27.19	27.04	N10"56"05"W	20'46'17"		
C23	125.00	45.32	45.07	N10"56'05"W	20'46'17"		
C24	100.00	37.79	37.57	S79*30*23*W	21'39'11"		
C25	75.00	28.34	28.18	S79"30"23"W	21'39'11"		
C26	125.00	47.24	46.96	S79'30'23"W	21'39'11"		
C27	107.52	82.31	80.32	S89"23'16"E	43"51"54"		
C28	20.00	5.56	5.55	S60'42'31"W	15*56'33"		
C29	58.00	278.23	78.48	S10'09'53"W	274'51'18"		
C30	58.00	47.07	45.79	N75*59*06*E	46'29'43"		
C31	58.00	31.53	31.14	S6511'37"E	31'08'51"		
C32	58.00	43.62	42.59	S28'04'37"E	43"05"08"		
C33	58.00	49.13	47.67	S17'43'57"W	48'32'08"		
C34	58.00	56.35	54.16	S69'49'48"W	55'40'16"		
C35	58.00	50.54	48.96	N57"22'18"W	49'55'41"		
C36	20.00	27.55	25.42	S71"51"50"E	78'54'45"		
C37	500.00	609.42	572.39	S13'35'48"W	69"50'03"		
C38	500.00	235.89	233.71	S7"48"18"E	27"01"51"		
C39	500.00	373.53	364.90	S27'06'44"W	42"48"12"		
C40	475.00	578.95	543.77	S13'35'48"W	69*50'03*		
C41	475.00	165.43	164.60	S11"20"34"E	19"57"18"		

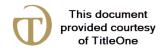
			CURVE TABLE		
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C42	475.00	256.65	253.54	S14'06'50"W	30'57'29
C43	475.00	156.86	156.15	S39°03'12"W	18'55'15
C44	525.00	203.87	202.59	S1071'45"E	2274'56
C45	525.00	115.19	114.96	S15'02'05"E	12'34'17
C46	525.00	88.68	88.57	S3'54'37"E	9'40'39'
C47	525.00	345.94	339.72	S29'38'12"W	37'45'16
C48	525.00	116.36	116.12	S17'06'32"W	12'41'57
C49	525.00	129.10	128.77	S30'30'11"W	14'05'20
C50	525.00	100.48	100.33	S43'01'50"W	10'57'59
C51	20.00	19.12	18.40	S7171'37"W	54'45'56
C52	58.00	293.09	66.92	S8'34'35"W	289'31'52
C53	58.00	4.44	4.44	N46"00"11"E	4"23"04"
C54	58.00	90.62	81.68	S87'02'35"E	89'31'23
C55	58.00	107.81	92.95	S10"58'14"W	106'30'15
C56	58.00	78.24	72.44	N77"07'54"W	7717'30
C57	58.00	11.97	11.95	N32'34'19"W	11'49'40
C58	20.00	19.12	18.40	S54'02'27"E	54'45'56
C59	500.00	294.83	290.58	N31'37'17"E	33*47*06
C60	525.00	309.57	305.11	N31'37'17"E	33'47'06
C61	525.00	112.39	112.17	N42"22'52"E	1275'55'
C62	525.00	185.55	184.59	N26'07'25"E	2015'00'
C63	525.00	11.64	11.64	N15'21'49"E	176'12"
C64	475.00	280.09	276.05	N31*37*17*E	33'47'06'
C65	300.00	232.66	226.87	S36'56'47"W	44"26'06"
C66	300.00	179.57	176.90	S31*52'35"W	3417'43"
C67	300.00	53.09	53.02	S54'05'38"W	10'08'23"
C68	275.00	202.17	197.64	S35'47'21"W	42"07"15"
C69	325.00	151.38	150.01	S28'04'20"W	26'41'13"
C70	325.00	29.34	29.33	S17"18'55"W	510'24"
C71	325.00	122.03	121.32	S30'39'32"W	21"30'49"
C72	325.00	10.48	10.48	S5814'25"W	1"50"50"
C73	595.01	175.05	174.42	N76'05'33"E	16'51'24"
C74	595.01	136.07	135.77	N77'58'10"E	13'06'09"
C75	595.01	38.98	38.98	N69*32'28"E	3'45'14"
C76	1372.94	89.94	89.93	N6675'21"E	3'45'13"
C77	1372.94	63.41	63.41	N66'48'34"E	2'38'47"
C78	1372.94	26.53	26.53	N64*55'58"E	1'06'26"
C79	174.93	45.84	45.71	N60°37'35"E	15'00'53"
C80	129.00	67.99	67.21	S0'05'56"W	3012'00"
C81	150.00	118.41	115.36	S15'47'27"E	45"13'42"



NOTES:

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSONAL STANDARDS ESTABLISHED IN THE ZONING ORDINANCE.
- 2. AN EIGHTEEN (18) FOOT WIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT IS NEEREBY DESIGNATED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY, UNLESS OTHERWISE DIMENSIONED. A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT IS HEREBY DESIGNATED ALONG ALD REAR (10) TURES, UNLESS OTHERWISE DIMENSIONED. A FIVE (5) FOOT MIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT IS HEREBY DESIGNATED ALONG EACH SIDE OF INTERIOR TOT UNICS UNLESS OTHERWISE DIMENSIONED. THE ABOVE EASEMENTS ARE AS SHOWN ON THIS PLAT.
- 3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31–3805, AND THE REQUIREMENTS IN IDAHO CODE 31–3805 ARE NOT APPLICABLE.
- 5. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22—4503, RIGHT TO FARM ACT, WHICH STATES. "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREO'S SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION, FOR MORE: THAN ONE (1) YEAR, WHEN THE OPERATION, FAGULITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION HEREOF."
- AN EIGHTEEN (18) FOOT WIDE ACHD PERPETUAL STORM WATER DRAINAGE EASEMENT (NON-EXCLUSIVE), RECORDED AS INST. NO. 2021—173103, IS HEREBY DESIGNATED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT OF WAY.
- LOT 2, BLOCK 12; LOT 24, BLOCK 13; LOT 1, BLOCK 25; ARE COMMON LOTS TO BE OWNED BY THE DRY CREEK RANCH HOMEOWNER'S ASSOCIATION AND SHALL BE SUBJECT TO A BLANKET PUBLIC UTILITIES AND LOT DRAINAGE EASEMENT.
- THIS SUBDIVISION IS SERVICED BY A PRIVATE SEWER COMPANY OR DISTRICT, WHICH IS NOT REGULATED BY THE IDAHO PUBLIC UTILITIES COMMISSION. FEES, INCLUDING USER FEES AND MAINTENANCE FEES, ARE SUBJECT TO FLUCTUATION.
- THIS SUBDIVISION IS SERVICED BY A PRIVATE DRINKING WATER SYSTEM, WHICH MAY BE REGULATED BY THE IDAHO PUBLIC UTILITIES COMMISSION. FEES, INCLUDING USER FEES AND MANIFICANCE FEES, AND SUBJECT TO FILLCULATION.
- 10. THE ADA COUNTY LANDFILL ADJOINS DRY CREEK RANCH PROPERTY ON ITS SOUTHERN BOUNDARY, WITH TWO ACTIVE LANDFILL SITES ENMSIONED TO OPERATE FOR EIGHTY FIVE (85) MORE YEARS ON APPROXIMATELY TWENTY SEVEN HUNDRED (2700) ACRES WHERE TRESPASSING IS PROHIBITED.
- 11. THERE IS WILDLIFE HABITAT IN THE AREA OF DRY CREEK RANCH. DAMAGE TO LANDSCAPING FROM WILDLIFE SHALL BE THE RESPONSIBILITY OF FACH INDIVIDUAL OT OWNER AND SHALL NOT BE THE RESPONSIBILITY OF THE STATE OF IDAHO OR ADA COUNTY. NEITHER ADA COUNTY NOR THE STATE OF IDAHO WILL BE LIABLE FOR WILDLIFE DEPREDATION.
- 12. FIRST AMENDMENT TO DEVELOPMENT AGREEMENT #8205 INSTR. NO. 2017-019977.
- THE LOTS IN THIS SUBDIMISION SHALL BE SUBJECT TO THE MASTER CC&R'S INSTR. NO. 2018—086112 AND AS MAY BE AMENDED FROM TIME TO TIME.
- 14. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE REGULATIONS OF ADA COUNTY CODE, SECTION 8-3B (WILDLAND-URBAN FIRE INTERFACE OVERLAY DISTRICT).
- DOUBLE FRONTING LOTS SHALL HAVE RESTRICTED ACCESS TO ONE STREET ONLY. SEE TABLE ON SHEET ONE FOR STREET LOT ACCESS DESIGNATION.
- DIRECT LOT OR PARCEL ACCESS TO W. QUAIL VALLEY DR. AND W. BROOKSIDE LANE IS PROHIBITED.
- 17. ACHD TEMPORARY LICENSE AGREEMENT INSTR. NO. 2021-170232.
- 18. A PORTION OF LOT 2, BLOCK 12, LOT 24, BLOCK 13 AND LOT 1, BLOCK 25 ARE SUBJECT TO AN EXISTING ACID TWENTY FIVE (25) FOOT WIDE PRESCRIPTIVE EASEMENT FOR W. BROCKSIDE LANE AS SHOWN ON THIS PLAT.
- 19. A PATHWAY EASEMENT IN FAVOR OF THE DRY CREEK HOMEOWNERS' ASSOCIATION IS HEREBY DESIGNATED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY AS DIMENSIONED ON THIS PLAT.





CERTIFICATE OF OWNERS

Know all men by these presents: That Brookside Developers, Inc., an Idaho corporation, is the owner of record of the property described as follows:

A parcel of land located in the SW 1/4 of Section 25, T.5N., R.1E., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the Section corner common to Sections 25, 26, 35 and Section 36, T.5N., R.1E., B.M., from which the 1/4 corner common to said Sections 25 and 36 bears South 89°14'38" East, 2659.65 feet, said point also being the Point of Beginning of Dry Creek Ranch Subdivision No. 1 as filed in Book 114 of Plats at pages 16964 through 16972, records Ada County, Idaho;

thence along said exterior boundary line of said Dry Creek Ranch Subdivision No. 1 the following 2 courses and distances:

thence North 00°06'52" East. 25.46 feet:

thence South 88°10'32" East, 63.13 feet to the NE corner of said Dry Creek Ranch Subdivision No. 1, and the NW corner of Dry Creek Ranch Subdivision No. 3 as filed in Book 117 of Plats at Pages 17711 through 17720, records Ada County, Idaho;

thence along the North boundary line of said Dry Creek Ranch Subdivision No. 3 the following two (2) courses and distances:

thence continuing South 88°10'32" East, 351.83 feet;

thence North 84°26'48" East, 277.59 feet to the REAL POINT OF BEGINNING;

thence along the apparent centerline of N. Brookside Lane the following nine (9) courses and distances:

thence leaving said North boundary line 321.30 feet along the arc of curve to the left, said curve having a radius of 260.00 feet, a central angle of 70°48'12" and a long chord which bears North 49°02'37" East, 301.24 feet;

thence North 13°38'31" East, 1,286.37 feet;

thence 81.83 feet along the arc of a non-tangent curve to the right, said curve having a radius of 70.00 feet, a central angle of 66°58'46" and a long chord which bears North 47°07'38" East, 77.25 feet;

thence North 80°37'00" East, 181.40 feet;

thence North 69°10'10" East, 415.26 feet;

thence North 66°37'43" East, 384.36 feet;

thence 60.97 feet along the arc of a non-tangent curve to the left, said curve having a radius of 100.00 feet, a central angle of 34°56'00" and a long chord which bears North 49°09'42" East, 60.03 feet;

thence 68.84 feet along the arc of curve to the right, said curve having a radius of 80.00 feet, a central angle of 49°18'13" and a long chord which bears North 56°20'49" East, 66.74 feet,

thence North 80°59'55" East, 39.79 feet;

thence leaving the apparent centerline of N. Brookside Lane South 30°50'10" East, 100.85 feet;

thence 11.11 feet along the arc of curve to the left, said curve having a radius of 275.00 feet, a central angle of 02°18'52" and a long chord which bears South 58°00'24" West, 11.11 feet;

thence South 37°20'43" East, 357.09 feet; thence South 36°04'08" West, 120.70 feet; thence South 31°19'40" West. 169.28 feet; thence South 48°13'08" West, 194 26 feet: thence South 48°30'50" West, 150.00 feet: thence South 40°52'56" West, 116.78 feet;

thence South 24°18'46" West, 95.63 feet: thence South 21°19'13" East, 516.11 feet; thence South 19°52'01" East, 39.42 feet;

thence South 21°19'13" East, 58.65 feet; thence South 16°25'44" West, 61.97 feet;

thence South 68°40'47" West, 262.84 feet to a point on the North boundary line of Dry Creek Ranch Subdivision No. 5 as filed in Book 120 of Plats at Pages 18575 through 18581, records Ada County, Idaho;

thence along the North boundary line of said Dry Creek Ranch Subdivision No. 5 and the North boundary line of said Dry Creek Ranch Subdivision No. 3 the following three (3) courses and distances:

thence 276.07 feet along the arc of a non-tangent curve to the left, said curve having a radius of 1,054.00 feet, a central angle of 15°00'27" and a long chord which bears South 84°51'52" West, 275.29 feet;

thence South 77°21'39" West. 1.115.60 feet:

thence South 84°26'48" West, 40.23 feet to the REAL POINT OF BEGINNING. Containing 43.54 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing Dry Creek Water Company, LLC main line located adjacent to the subject subdivision, and Dry Creek Water Company, LLC has agreed in writing to serve all the lots in this subdivision.

Brookside Developers, Inc.,

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Gregory G. Carter

P.L.S. No. 7729

ACKNOWLEDGMENT

State of Idaho)

County of Ada)

On this /9 day of Wecen ber, 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared James H. Hunter, known or identified to me to be the president of Brookside Developers, Inc., an Idaho Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first

11-30-2026

My commission expires

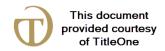
Notary Public for Idaho Residing in Meridian, Idaho

BOOK

PAGE

IDAHO SURVEY GROUP, LLC

9955 W EMERALD ST. BOISE, DAHO 83704 (208) 846-8570



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed in accordance with Section 50-1326. Idaho Code, by the issuance of a Certificate of Disapproval.



Central District Health - REHS 10.27.2021

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 15 day of Dec , 20 2 1



CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.



CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

3.22.2022



APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS

approved this 22^{nd} day of March, 2022 by the Board of County Commissioners of Ada County, Idaho.

COUNTY RECORDER'S CERTIFICATE

State of Idaho)

County of Ada)

I hereby certify that this instrument was filed for record at the request of I hake Survey from at 40 Minutes past 6 O'clock 4 M. on this 23 day of Merch 20 22 in Book 23 of plats at Pages 7, 19404 - 1943 7

A-87-Me



BOOK

PAGE

IDAHO SURVEY JOB NO. 21-057 GROUP, LLC SHEET 9 OF 9

9955 W. EMERALD ST. BOISE, IDAHO 83704



ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=105 CHE FOWLER TITLEONE BOISE

2022-049854 05/25/2022 08:46 AM \$322.00

Eighth Supplement

to

Master Declaration of Covenants, Conditions & Restrictions

For

Dry Creek Ranch Planned Community

Adding

Phase 7 of
Dry Creek Ranch Planned Community

provided courtesy
THIS it POHTH SUPPLEMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DRY CREEK RANCH PLANNED COMMUNITY (PHASE
7) (this "Eighth Supplement") is made effective on the 13th day of April 2022, by BHH Investors 1414,
LLC, an Idaho limited liability company ("BHH" or the "the Declarant").

This document

RECITALS

- A. BHH is the Declarant identified in that certain Master Declaration of Covenants, Conditions and Restrictions for Dry Creek Ranch Planned Community, recorded on <u>09/11/2018</u> as Instrument No. <u>2018-086112</u> in the records of Ada County, Idaho (the "Master Declaration"), as the same may be from time to time amended or supplemented.
- B. The purpose of this Supplemental Declaration is to permit and identify the terms and conditions on which Phase 7 of Dry Creek Ranch Planned Community would be brought under the jurisdiction of the Master Declaration, as set forth and discussed in Section 3.2 of the Master Declaration.
- C. The Declarant now desires to supplement the Master Declaration to add Dry Creek Ranch Planned Community Phase 7 as property benefitted and burdened by the Master Declaration, as further described below.

NOW, THEREFORE, the Declarant hereby declares that the "Additional Phases," as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phases, and to enhance the value, desirability, and attractiveness of the Additional Phases. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phases and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phases, or any lot, parcel, or portion thereof.

SUPPLEMENTAL DECLARATION

- 1. <u>Defined Terms</u>. All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration, as the same may from time to time be amended.
- Annexation of Additional Phases. The real property identified and described on Exhibit A attached hereto and made a part hereof (collectively, the "Additional Phases") is owned by the Declarant and is comprised of a portion of the real property described in and encumbered by the Master Declaration. Pursuant to Sections 3.2 and 17.4 of the Master Declaration, the Additional Phases are hereby subjected to and benefitted and burdened by all terms, conditions, restrictions, and easements, as set forth in the Master Declaration, as the same may from time to time be amended.
- 3. <u>Association and Voting</u>. The Additional Phases shall be part of Dry Creek Ranch Homeowners' Association, Inc. (the "Association"). The Additional Phases shall be governed in accordance with the Master Declaration, as the same may from time to time be amended, including without limitation the obligation for and enforcement of Assessments as further described therein.

- provided courtesy
 4. of Titlen Review. Any and all improvements shall be subject to review by the Design Committee, which review will be in accordance with the Design Guidelines of Dry Creek Ranch Planned Community, as the same may be amended from time, and all in accordance with the Master Declaration. These design guidelines shall be followed in perpetuity on all properties that fall within the Dry Creek Ranch Planned Community.
- 5. <u>Common Area</u>. Owners of real property within the Additional Phases shall have access to all Common Area owned or operated by the Master Association. Per Article X of the Master Declaration, the following lots are hereby designated as Common Area:

Lot 2, Block 12; Lot 24, Block 13; and Lot 1, Block 25.

This document

Said Common Area shall be maintained by the Association.

- 6. **Pressurized Irrigation**. Pressurized irrigation shall <u>not</u> be provided to the Additional Phases.
- 7. <u>Gravel Pathways</u>. The 8 foot wide gravel bridlepaths and the 5 foot wide gravel walk paths are contained within a pathway easement in favor of the Dry Creek Ranch Homeowners Association. They are to be maintained by the Dry Creek HOA. Refer to Exhibit E.
- 8. <u>Grass Mow Strips</u>. The 10 foot wide grass mow strips in the fronts and sides of the lots are to be maintained by the Homeowner. Refer to Exhibit E. During construction; the HOA will maintain the mow strip, utilizing the Homeowner's water service, at the homeowner's expense. Once the home receives a Certificate of Occupancy; the Homeowner will maintain the mow strip. No trees are to be planted in the grass mow strips.
- 9. <u>Drainage Swales in backs of lots</u>. There is a drainage swale located in the backs of lots 1 thru 9 in Block 24, and lots 16 thru 23 in Block 13. These swales are in place to capture and convey historical drainage. They are to remain open and unobstructed at all times.
- 10. <u>Dry Creek Sewer Company Reuse Waterline</u>. There is a 20 foot wide easement in favor of the Dry Creek Sewer Company in the backs of lots 7, 8, 9, 10, 16, 17, 18, 20, 21, 22 and 23 in Block 13. This easement is to remain clear and unobstructed at all times. No excavation or construction of any structures is to occur within the easement.
- 11. <u>Storm Drain Maintenance</u>. Operation and Maintenance of the storm water facilities at Dry Creek Ranch Subdivision No. 7 shall be governed by the operation and maintenance manual of storm drainage system in Dry Creek Ranch Subdivision, which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD. Each lot shall collect, retain and infiltrate the stormwater collected within the lot coming from the house and adjacent roadway. No drainage from the lot shall flow onto the street. Berms constructed along adjacent lot lines must be kept substantially intact to prevent cross lot drainage.
- 12. <u>ACHD Storm Water Drainage System</u>. All lot lines common to a public Right-of-way are subject to an 18 foot wide ACHD Non Exclusive Perpetual Storm Water Drainage Easement. Refer to Exhibit C.



- 13. <u>ACHD Right to Inspect and Maintain.</u> ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.
- 14. **ACHD Approval of Amendments.** Any amendment to this Declaration, the Covenants, Conditions and Restrictions contained herein, or the Operation and Maintenance Manual dated December 2021, prepared by J-U-B Engineers, having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.
- 15. ACHD Assessment of Costs. ACHD shall be entitled to pursue reimbursement for the reasonable costs of all required maintenance and repairs to the storm water drainage system that are a result of failure by the HOA or dues paying organization to properly perform the light maintenance duties as defined in the referenced O&M Manual.
- 16. <u>No Additional Changes</u>. Except as supplemented by this Eighth Supplement, the Master Declaration shall remain unchanged and in full force and effect.
- 17. <u>Successors</u>. This Eighth Supplement shall be binding upon and inure to the benefit of the Declarant and its successors and assigns, and all Owners within the Additional Phases and their successors and assigns.
- 18. <u>Effect Upon Recording</u>. Upon the recording hereof, the terms and provisions set forth in the Master Declaration shall be amended by the terms hereof.

GENERAL AND SPECIFIC RESTRICTIONS (See also Article IV of the Master Declaration)

- 1. No Building Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential dwelling unit; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the Subdivision; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles or any public or private road within the Subdivision.
- 2. No outbuildings shall be constructed, erected or placed until the same has been approved by the Design Committee as to size, location and exterior design. It is the Declarant's intent that the design or any outbuilding that the Design Committee may approve must be consistent with the dwelling unit existing or to be constructed on the said Building Lot and the placement or any outbuildings are located to minimize potential, negative aesthetic impact on adjoining property and the Subdivision. No outside storage building may be constructed without the approval of the Design Committee and any applicable government authority with jurisdiction over the same.
- 3. No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on the Property except trash kept and maintained within the interior of a Unit in sanitary containers. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be dept clean, neat and in sanitary condition, and shall be appropriately screened and dept out of view from any street except as necessary on trash pickup days.

provided courtesy
4. of Title Pogs, cats or other household pets may be kept on any Building Lot provided that they are
not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies
with all applicable laws, rules and regulations. Cats kept on any Building Lot shall be assessed an annual
\$50 dollar fee as part of such Building Lot's Conservation Assessment. With written approval of the Design
Committee, roosters, chickens, horses, goats, cattle and sheep may be kept on Building Lots that are 18,000
square feet or larger. Such animals and livestock may be kept only for personal and recreational purposes
and shall not be kept, bred, or maintained for any commercial purpose, and the Owner of such animals and
livestock shall comply with all county laws, rules and regulations.

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- 5. No boats, trailers, tractors, recreational vehicles (example: any trailer, campers, motor homes, automobile campers or similar vehicle or equipment) dilapidated, un-repaired, broken down or unsightly vehicles, or similar equipment, motorcycles, snowmobiles, personal watercraft, commercial vehicles or trucks (working or non-working) greater than three quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked, stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the Design Committee.
- 6. All lighting shall meet the requirements of the Design Guidelines and Chapter 4, Article H of Ada County Code. No light shall be emitted from any Building Lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Building Lot, which is unreasonable loud, or annoying, and no odors shall be emitted from any Property, which are noxious or offensive to others.
- 7. All fences must comply with the Design Guidelines as well as all Ada County and Ada County Highway District provisions and regulations, and must be approved in writing by the Design Committee in Accordance with the aforementioned procedures.
- 8. No dog run or kennel shall be constructed, erected, or placed until the same has been approved by the Design Committee as to size, location and exterior design. It is the Declarant's intent that the placement of any dog run or kennel be located to minimize potential negative aesthetic impact on adjoining property and the Subdivision. No dog run or kennel shall be permitted to be kept or placed within five (5) feet or a set-back line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained in the rear of the dwellings and in no event shall such structure be visible from the street. All dog runs or kennels shall comply with all applicable laws and rules.
- 9. Homeowners are responsible for properly maintaining livestock on their premises. This includes the cleaning and remediation of manure, flies, and dust twice per week without exception. If the homeowner does not satisfy said requirements, the Declarant has the unilateral discretion to revoke the approval of livestock on site at any time. Declarant will notify homeowner with a written and verbal statement and the homeowner will have five calendar days to address concerns before approval is revoked.

CONSTRUCTION AND IMPROVEMENTS - TIMELINESS

1. Owner agrees that any and all site preparation, construction, and improvements placed on any of the Subject Lots shall be constructed in accordance with all applicable safety codes, ordinances, and regulations, and all other statutes, codes, laws, ordinances, City approvals, and regulations applicable to the Subject Lots or any improvements placed thereon. In addition to the foregoing:

provided courtesy of Title One One 20-foot-wide construction access will be determined by the Developer, at their sole discretion. The 20-foot-wide construction access will be defined by two metal T posts installed by the Developer before construction commences. All construction materials, equipment, vehicles, and labor force must enter the Subject Lot via the construction access. Any damage to the surrounding common area subdivision improvements shall be repaired at the sole cost of the Owner. If the Owner fails to repair the damage in a timely manner; the Developer will debit the Owner's Security Deposit to complete repairs.

This document

- Owner shall at its sole cost and expense repair any damage to streets, bridle paths, mow strips, curbs, sidewalks, landscaping, fences, utility facilities, or any other subdivision improvements caused by Owner or resulting from construction activities of Owner, or activities of any other agent, subcontractor, employee, or person acting on behalf of Owner. It is conclusively presumed that all streets, curbs, gutters, utility facilities, and other improvements within Dry Creek Ranch are in good condition as of the Closing Date unless the contrary is evidenced by a writing delivered by Owner to Developer prior to the Closing Date. In the event that any streets, bridle paths, mow strips, curbs, sidewalks, landscaping, fences, utility facilities or other subdivision improvements bordering any of the Subject Lots are damaged prior to construction on the Subject Lots, it is Owner's responsibility to make damages aware to the Developer before commencing original home construction, otherwise it will be assumed that any damages were caused by Owner and will be subject to the Owner's expense. If the Owner fails to repair the common area subdivision improvements in a timely manner; the Developer will debit the Owner's Security Deposit to complete the repairs.
- 1.3 Without limiting any other requirements imposed in this Agreement or otherwise imposed by any governmental regulation, law, or ordinance, or by any common law requirement, during construction of improvements on any of the Subject Lots, Owner agrees to perform all work in a neat and workmanlike manner and shall not allow dirt piles, debris, or other waste material to remain on the Subject Lots or to be scattered on other lots or in the streets of Dry Creek Ranch. In Owner's grading and/or site improvement work, Owner will make adequate provisions to handle run off of surface waters in a manner that will not damage or deface streets or adjoining lots and will not drain into other lots or adjacent properties. Owner will at all times conduct its construction activities in a manner as to preserve lateral support for adjoining lots and properties. Owner agrees to remove all excess excavation materials, trash, or debris resulting from Owner's construction and/or improvement activities within 5 days of placement. Prior to removal of such materials, they shall be contained in an appropriate construction materials trash container. Owner shall adhere to all construction requirements and rules imposed, which are stated in the Master CC&R's, Community Design Guidelines, HOA ACC Requirements, and Builder Agreement (if applicable).
- 1.4 In the event Owner (whether they own the lot in fee title, or have optioned it) fails to perform any of its obligations within five (5) days of written notice from the Developer identifying the nature of any claimed default, the Developer may, at its option, undertake to cure the default. As it not intended for the Developer to be the maintainer of lots purchased or optioned by other parties, and as unsightly and unkempt lots have a negative effect on the surrounding properties, Developer shall charge the Owner three times what it costs the Developer to cure the default. In the event Owner fails to reimburse the Developer, upon Owner's receipt of an invoice from the Developer for any work performed to cure Owner's default, the Developer shall have the right to file a contractual lien against the Subject Lots for the amount of the expenses incurred by Seller. For Example: If Owner leaves dirt piles and trash on the subject lot, and Developer notices Owner, and Owner fails to correct the default, Developer and it agents may

provided courtesy access the Subject 10st to correct the default. If the cleanup costs the Developer \$2,000, the Developer shall charge the Owner \$6,000.

This document

- 2. Owner agrees that time is of the essence when either constructing a new home and/or making improvements to an existing home (landscape, shed, room or garage addition, pool, casita or outdoor living area, horse stable(s), etc). Timeliness to construct is imperative to the lifestyle and enjoyment of the community, as such the foregoing shall be followed:
- 2.1 New Construction For newly constructed homes, there will be a 12-month window from the date of the lot closing between the Developer and the Builder to the commencement of construction. If construction has not begun within 12-months of lot closing, and Developer has not exercised any option or clause in the lot option or lot purchase and sale agreement with Owner, a daily fine in the amount of \$250 will be issued to the owner of the lot. Additionally, landscaping will be expected to be completed within 3-months of the home receiving certificate of occupancy, unless the home is completed between November 15-March 15, in which case, landscaping (including fencing) will be expected to be completed by June 15. Failure to comply will result in a \$150 daily fine issued to the Owner.
- 2.2 Owner Improvements - For completed homes, Owners will want to make improvements from time to time. These improvements will first need to be reviewed and approved by the community's Design Committee. The Owner will need to abide by the Community's Design Guidelines when submitting a Design Committee request. Additionally, some improvements (pools, 500+ SqFt structures, and landscaping projects) may be required to submit a security deposit of two-thousand fivehundred dollars (\$2,500). This amount will be reimbursable to the Owner after an inspection by the Developer and/or HOA and so long as all areas, which construction may have impacted, including but not limited to streets, bridle paths, mow strips, curbs, sidewalks, landscaping, fences, utility facilities or other subdivision improvements bordering the Owner's lot have been remediated to their original state. A professional, licensed, and insured contractor is required to perform any improvement work and a timeline of 6-months will be granted to the Owner to complete their improvement from the time of receiving a Design Committee approval. Extensions to the timeline will need to be submitted and approved by the Design Committee, otherwise the Owner will forfeit the right to their deposit and pay a daily fine of \$100. Please note, that some improvements (electrical, plumbing, structures, etc) require a permit in order to perform work, and it is the responsibility of the Owner to receive proper permitting with the appropriate agency. Owners who fail to comply with local laws, codes, and ordinances risk their improvement's completion and/or fines, which are not associated with the Developer and/or HOA, but rather imposed by the local agency through which permitting may be required.

[end of text - signature on following page]

This document provided courtesy

INWITERESS WHEREOF, the undersigned has duly executed this Eighth Supplement to Master Declaration of Covenants, Conditions and Restrictions for Dry Creek Ranch Planned Community as of the day and year first above written.

THE DECLARANT:

BHH Investors 1414, LLC,

an Idaho limited liability company

Name: James H. Hunter

Title: Manager

STATE OF IDAHO)

County of Ada

On this <u>U4+h</u> day of <u>May</u> 202<u>2</u>, before me the undersigned, a Notary Public in and for said State, personally appeared JAMES H. HUNTER, known or identified to me to the Manager of BHH Investors 1414, LLC, and Idaho Limited Liability Company, the company that executed the instrument of the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

KARA SCHOFIELD
COMMISSION #40616
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 09/02/2027

Notary Public for Idaho
Residing at Ada County, Idaho

My Commission Expires: 9-2-27

Schedule of Exhibits

Exhibit A – Legal Description and Final Plat for Phase 7 (the "Additional Phase")

Exhibit B - Storm Drain Operation and Maintenance Manual

Exhibit C - ACHD Non-Exclusive Perpetual Storm Water Drainage Easement

Exhibit D - Phase 7 Fence Map

Exhibit E - Phase 7 Gravel Paths and Mow Strips Map

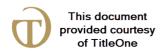
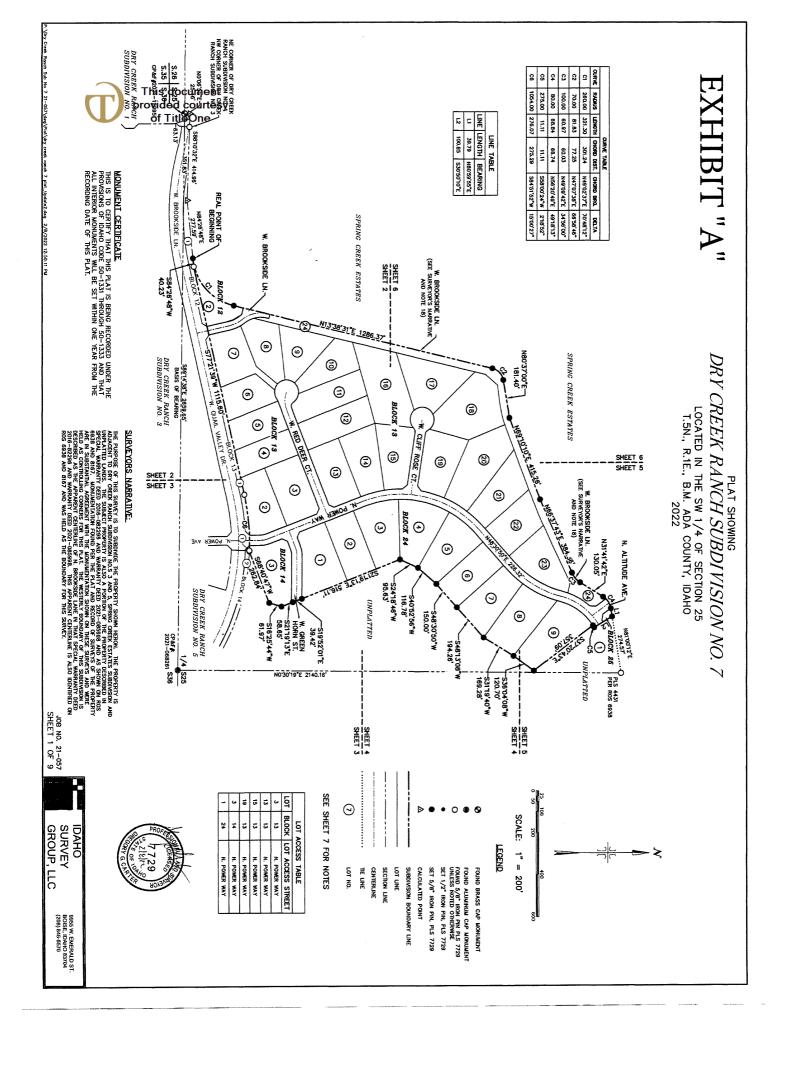
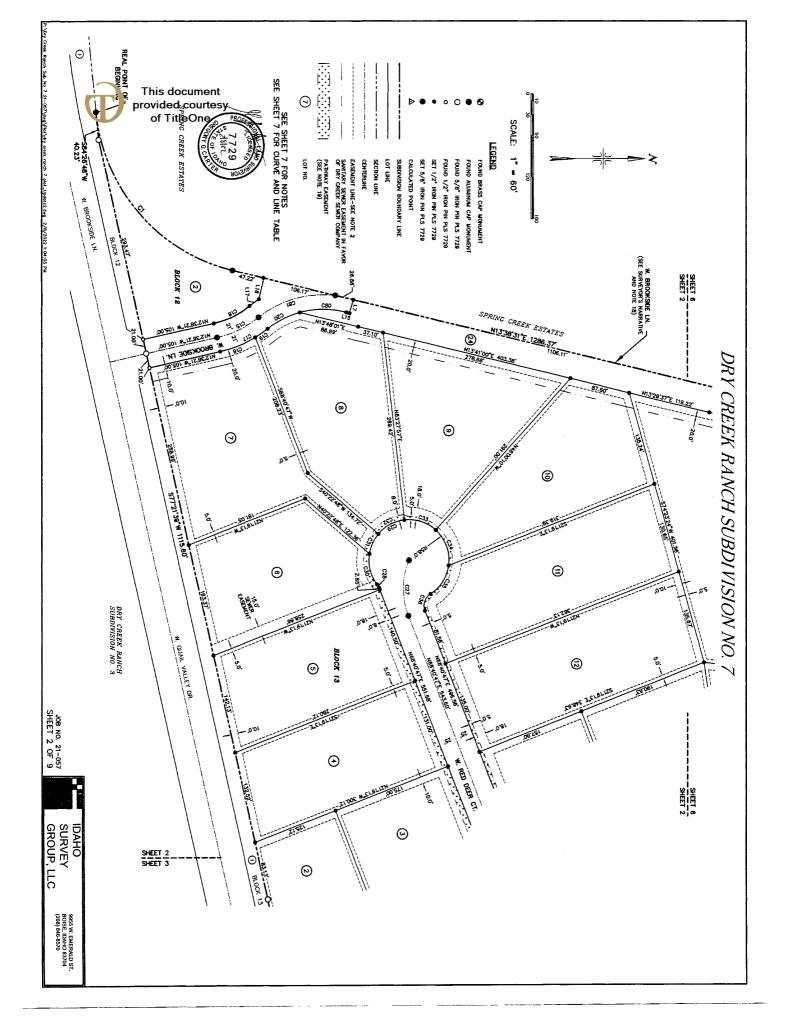
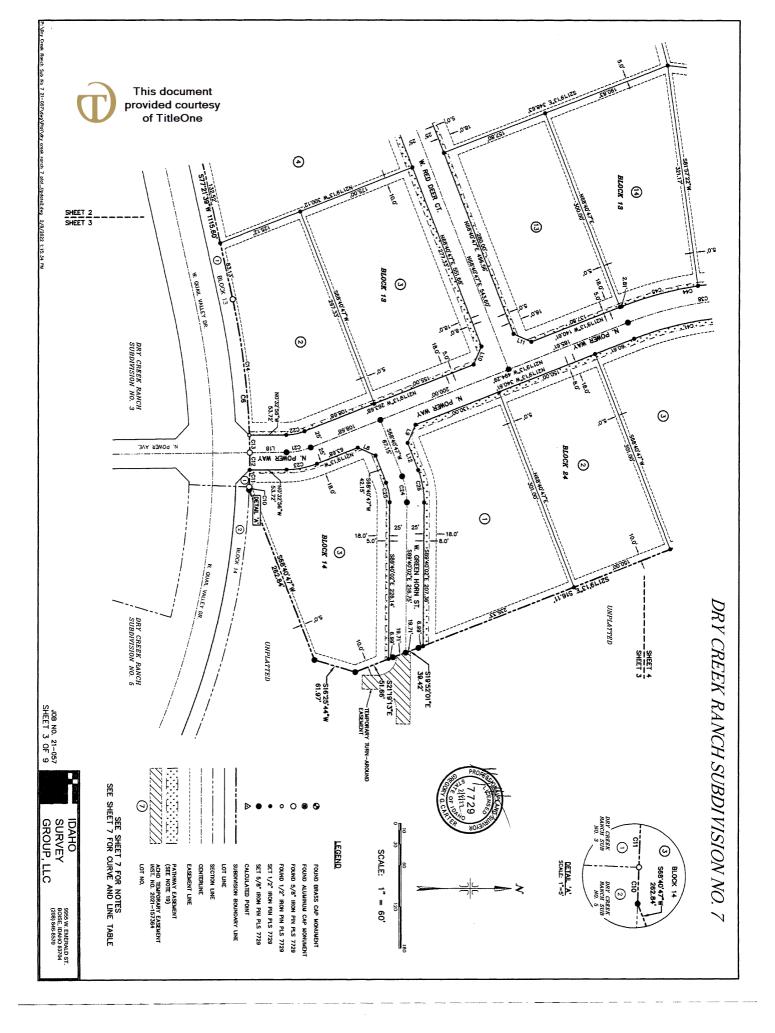


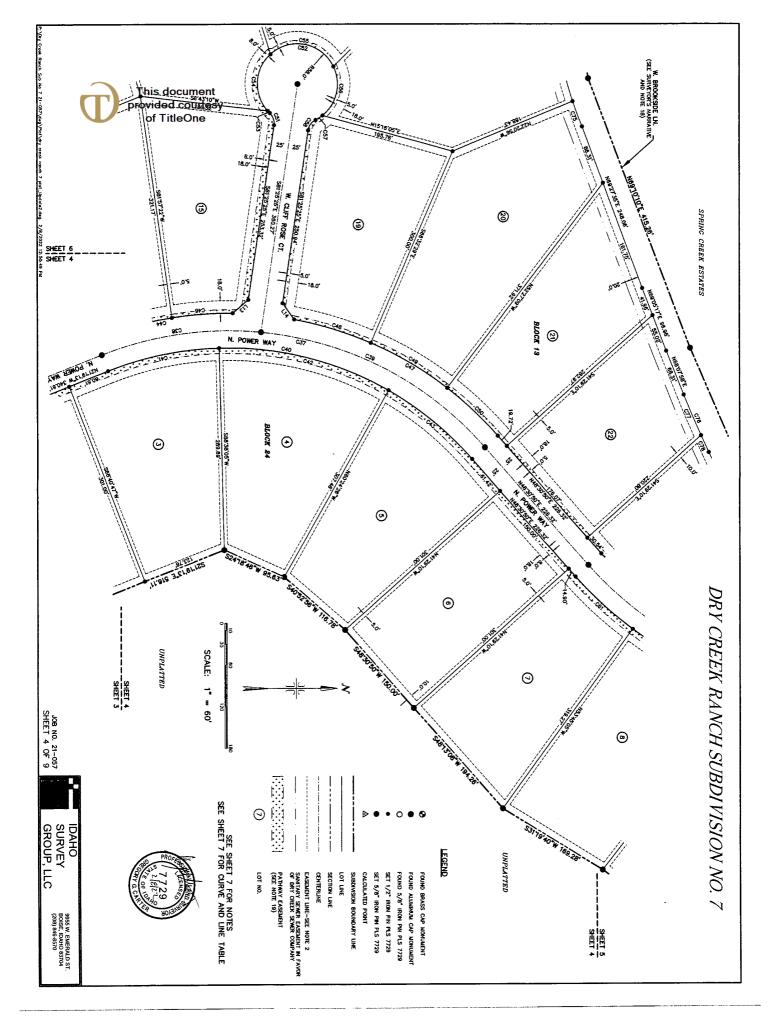
EXHIBIT A

LEGAL DESCRIPTION AND FINAL PLAT FOR PHASE 7 (THE "ADDITIONAL PHASE") OF DRY CREEK RANCH PLANNED COMMUNITY





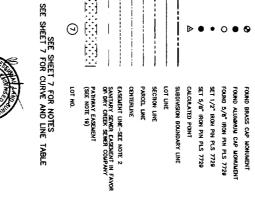




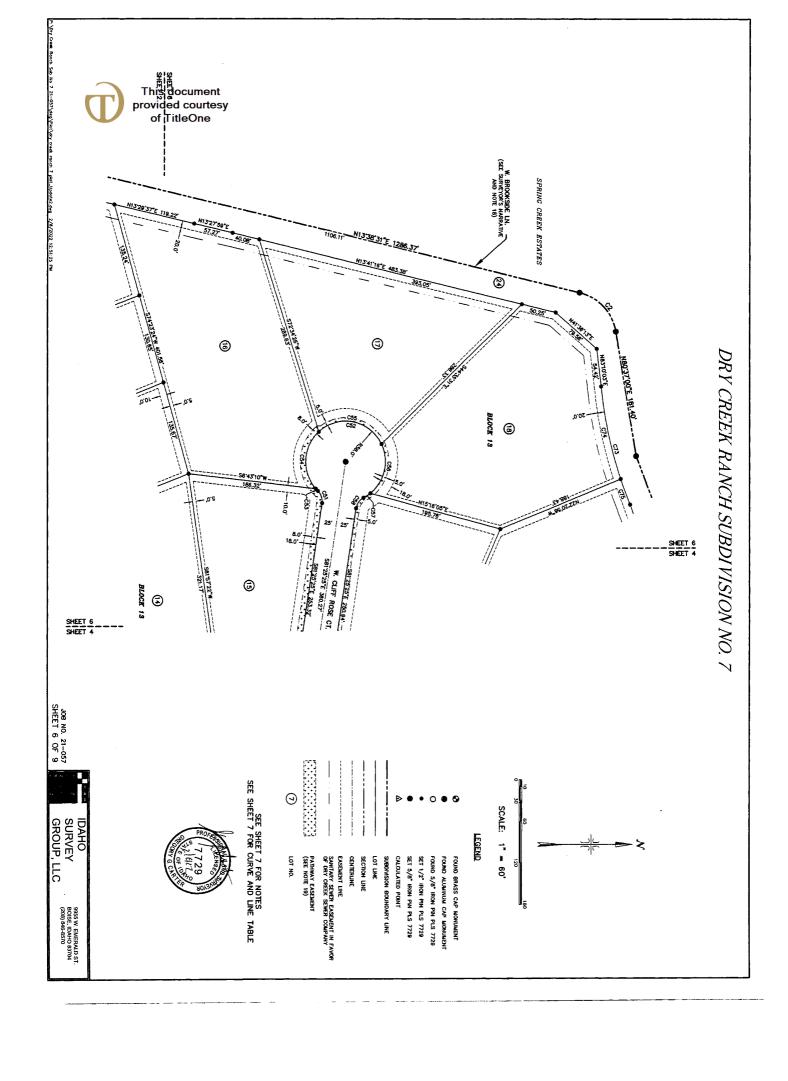
JOB NO. 21-057 SHEET 5 OF 9

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570



LEGEND

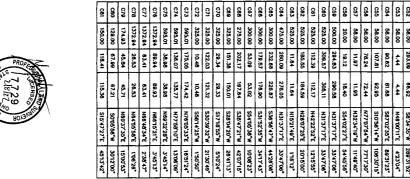


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N0'32'56"W	N35'38'30"W	N7610'36"W	N1511'56'E	N54'07'20"E	S39'42'06"E	\$68'40'47"W	N23'40'47"E	56619'13"E	N881913"W	N23'40'47"E	374'48'04"E	\$3'24'11"W	S80'24'35"E	N36'22'22"W	N36'22'22"W	\$30.20,10,E	N80'59'55"E	BEARING

LINE TABLE

			CURVE TABLE		
ON NE	RADIUS	HL94GT	CHORD DIST.	CHORD BRO.	DELTA
O	260.00	0£'18E	301.24	N49'02'37"E	70'48'12"
ន	70.00	88.68	77.25	N47'07'38"E	66'58'46"
ឩ	100.00	60.97	50.03	N49'09'42"E	34'56'00"
Ç4	80.00	68.B4	68.74	N56'20'49"E	49'18'13"
ß	275.00	11.11	11.11	S58'00'24"W	2'18'52"
8	1054.00	276.07	275.29	S84'51'52"W	15'00'27"
C7	80.00	17.34	12.71	S37'54'20"W	12'25'15"
ß	80.00	25.10	25.00	\$53'06'20"W	17'58'46"
2	80.00	26.39	26.27	S71'32'48 W	18'54'12"
CIO	1054.00	4.38	4.38	N87'45'03"W	014'16"
3	1054.00	24.28	24.28	N88'31'47"W	1'19'12"
C12	1054.00	25.00	25.00	N89'52'10"W	1'21'33"
CI3	1054.00	25.00	25.00	586'46'17"W	1'21'33"
2	1054.00	197.41	197.12	\$82'43'35 W	10'43'53"
CI5	150.00	67.45	86.89	N25'31'19"W	25'46'56"
Ci e	129.00	58.01	57.52	N25'31 10 W	25'45'56"
C17	171.00	76.90	78.25	H25'31'19"W	25'45'56"
CIB	171.00	55.00	54.78	N21'51'11"W	18'25'39"
619	171.00	21.90	21.89	N34'44'09"W	7'20'18"
C20	129.00	52.69	52.33	S28'42'11"E	23'24'14"
23	100,00	38.25	36.05	N10'56'05"W	20'46'17"
C22	75.00	27.19	27.04	N10.28.02.M	20'46'17
នួ	125.00	45.32	45.07	N10.28,02.M	20'46'17"
Ş	100.00	37.79	37.57	579'30'23"W	21'39'11"

ħ				_			CURVE TABLE		
3	CHORD BRO.	DELTA		SAMTO	SURDAN	LENGTH	CHORD DIST.	CHORD BROL	VITEO
	N4002'37"E	70'48'12"		C+2	475.00	258.05	253.64	S14'06'50"W	30'57'29"
1	N47'07'38"E	66'58'46"		£	475.00	156.86	156.15	\$39'03'12"W	18'55'15"
	ห49'09'42*E	34'56'00"		04	525.00	203.87	202.59	S1011'45'E	2214'56"
	N56'20'49"E	49'18'13"		C45	525.00	115,19	114.98	\$1502'05"E	12'34'17"
	S58'00'24"W	2"18"52"		2	525.00	88.68	88.57	S3'54'37"€	9'40'39"
	S84'51'52"W	15'00'27"		3	525.00	345.94	339,72	S29'38'12"W	37'45'16*
	S37'54'20"W	12'25'15"		£	525.00	116.36	116.12	S17'06'32"W	12'41'57"
	\$53'06'20"W	17'56'46"		Ç 2	525.00	129.10	128.77	M_11,0£.0£S	14'05'20"
iΙ	S71'32'49 W	18'54'12"		ß	525.00	100.48	100.33	S43'01'50 W	10'57'59"
1	N87'45'03"W	01416		ह	20.00	19.12	04.81	\$7111'37"W	54'45'56
l	N88'31'47"W	1'19'12"		C52	58.00	293.09	56.92	S8'34'35"W	289'31'52"
	N89'52'10"W	1'21'53"		8	58.00	4.44	***	N46'00'11"E	4'23'04"
	586'46'17"W	1'21'33"		34	58.00	90.62	80.18	587'02'35"E	89'31'23"
1	S82'43'35"W	10"43"53"		33	58.00	107.81	92.95	S10'58'14"W	106'30'15"
	N25'31'19"W	25'46'56"		Ş.	58.00	78.24	72.44	N770764"W	7717'30"
	N25'31 10 W	25'45'56"		057	58.00	11.97	11.95	N32'34'19"W	11.49.40
	N25'31'19"W	25'45'58"		CS8	20.00	19.12	18.40	\$54'02'27"E	54'45'58"
	N21'51'11"W	18'25'39"		65	500.00	294.63	290.58	N31'37'17'E	33'47'06"
	N34'44'09"W	7'20'18"		C80	525.00	309.57	305.11	N313717E	33'47'06°
	S28'42'11"E	23'24'14"		C81	525.00	112.39	112.17	N42'22'52"E	1215'55"
	N10'56'05"W	20'46'17"		C82	525.00	185.55	184.59	N26'07'25'E	2015'00
	N10'56'05'W	20'46'17"		83	525.00	11.04	11.64	N15'21'49'E	176'12"
l	N10.28,02.M	20'46'17"		C8.4	475.00	280.09	276.05	N31'37'17"E	33'47'06"
	579'30'23"W	21'39'11"		8	300.00	232.68	228.87	S36'56'47"W	44'26'08"
	S79'30'23"W	21'39'11"		8	300.00	179.57	176.90	S31'52'35"W	3417'43"
	\$79'30'23"W	21'39'11"		087	300.00	53.09	53.02	S54'05'38"W	10'00'23"
l	S89"23"16"E	43'51'54"		C88	275.00	202.17	197.64	S36'47'21"W	42'07'15"
1	S60'42'31"W	15'56'33"		8	325,00	151.36	150.01	\$28°04'20"W	26'41'13"
l	S10'09'53"W	274'51'18"		C70	325.00	29.34	29.33	S1718'55"W	510'24"
	N75'59'06"E	46'29'43"		C71	325.00	122.03	121.32	S30'39'32"W	21'30'49"
	58511'37"E	31'08'51"		C72	325.00	10.46	10.48	S5814'25"W	1'50'50"
	\$28'04'37"E	43'05'08		C73	595.01	175.05	174.42	N78'05'33"E	16'51'24"
	S17'43'57"W	48'32'08"		C74	595.01	136.07	135.77	N77'58'10"E	13'06'09"
	S89'49'48"W	55'40'10"		C75	595.01	38,98	38.98	N69'32'28"E	3.45,14.
	N57'22'18"W	49'55'41"		C76	1372.94	89.94	89.93	₩66'15'21"E	3'45'13"
	S71:51:50 €	78'54'45"		C77	1372.84	63.41	63.41	N66'48'34 E	2'38'47
	S13'35'48"W	69'50'03"		C78	1372.94	28.53	26.53	N84'55'58'E	1'06'26"
	S7'48'18"E	27'01'51"		C79	174.93	45.84	45.71	N80'37'35°€	15'00'53"
_	S27'06'44"W	42'48'12"		CBO	129.00	67.99	67.21	S0'05'66"W	30'12'00"
-	S13:35'48"W	.00,09.69	_	<u>8</u>	150.00	118.41	115,36	\$15'47'27°E	4573'42"



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ဥ C29 C28 20.00

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- any resubonasion of this plat shall comply with the applicable regulations in effect at the time of resubonasion.
- THE LAND WITHN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAH'S CODE 31-3805, AND THE REQUIREMENTS IN IDAH'S CODE 31-3805 ARE NOT APPLICABLE
- THIS DEFINITION RECOGNIZES IDAMO CODE SECTION 22-4603, RIGHT TO FABUL ACT, WHICH STRIKES THE ARROCALITIONAL CODES SECTION 22-4603, RIGHT TO FABUL ACT, WHICH STRIKES THE ARROCALITIONAL WIGHT CONTROL THOUGH FABULT OF COMMISSION OF THE ARROCAL WIGHT WIGHT COMMISSION OF THE ARROCAL WIGHT THE ARROCALITY OF COMMISSION OF THIS SECTION SHALL AND THE ARROCALITY OF COMMISSION OF THIS SECTION SHALL AND THE ARROCALITY OF COMMISSION OF ANY AGRICALITY WHICH AND COMMISSION FROM THE ARROCALITY OF COMMISSION PROPERTY.
- AN EIGHTEM (18) FOOT WAE ACHO PERFETUAL STIGH WATER DRAWNGE EASEACHT (NOM-EIGLBUND), RECORDED & HIST, 10A 2021—173103, IS HEREBY DESIGNATED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT OF WAY.
- 107 2, BLOCK 12; LOT 24, BLOCK 13; LOT 1, BLOCK 25; ARE COMMON LOTS TO BE OWNED BY THE DRY CREEK AUGHCH HOMEOWNERT'S ASSOCIATION AND SHALL BE SUBJECT TO A BLANKET PUBLIC UTILITIES AND LOT DRAININGE EXSEMBNT.
- THIS SUBMYSION IS SETNACED BY A PRIVAIT SCHEP COMPANY OR DISTRICT, WHICH IS NOT REGULATED BY THE DUAYO PUBLIC UTILITIES COMMISSION, FEES, NICLUDING USER FIES AND MAINTENANCE FIES, ARE SUBJECT TO PLUICTUATION.
- THIS SUBPAYSON IS SERWEED BY A PHYLATE DORNOUS WAITER SYSTEM, WHICH MAY BE REGULATED BY THE DAMO PUBLIC UTAILIES COMMISSION FEES, WICLIDING USER FEES AND MAINTENANCE FEES, ARE SUBJECT TO FLUCTIVATION.
- THE JAN COUNTY LANDRIL JOUGHS DRY CREEK RANCH PROPERTY ON ITS SCHIEBUN BOUNDARY, WITH THE JOTHE LANDRILL SITES ENVISONED TO DETAILE FOR EIGHT FACE (65) LIGHT WARRY SEEN HUNDRED (2700) ACRES WHERE IRESPASSING IS PROHIBITED.
- IT: THERE IS MUDIEE HABINA IN THE REEA OF DRY CREEK RANCH, DAMAGE TO LANGSCEPHOR FROM MUDIEE SHALL BE THE RESPONSEMENT OF EACH INVINIOUSLA, LOT COMERS AND SHALL HAT BE THE RESPONSEMENT OF THE STATE OF IDAHO OR JOA COMENT. METHERS AND COMENT HAR THE STATE OF IDAHO OMEL BE LIABLE FOR MAJOURE DEPREDIATION.
- 12. FIRST AMENDMENT TO DEVELOPMENT AGREEMENT #8205 INSTR. NO. 2017-019977.
- 13. THE LOTS IN THIS SUBDIVISION SHALL BE SUBJECT TO THE MASTER COAR'S INSTR. NO. 2018-086112 AND AS MAY BE AMENDED FROM TIME TO TIME.
- 15. DOUBLE FRONTING LOTS SHALL HAVE RESTRICTED ACCESS TO ONE STREET ONLY. SEE TABLE ON SHEET ONE FOR STREET LOT ACCESS DESIGNATION. 14. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE RECULATIONS OF ADA COUNTY CODE, SECTION 6–30 (HILDLAND-URBAN FIRE INTERFACE OVERLAY DISTRICT).
- 16. DIRECT LOT OR PARCEL ACCESS TO W. QUALL VALLEY DR. AND W. BROOKSIDE LANE IS PROHIBITED.
- 17. ACHD TEMPORARY LICENSE AGREEMENT INSTR. NO. 2021-170232.
- 16. A PORTION OF LOT 24, BLOCK 13 IS SUBJECT TO AN EXISTING ACHD PRESCRIPTIVE EASEMENT FOR W. BROOKSIDE LANE.
- 19. A PATHWAY EASSLIBAT IN FAMOR OF THE DRY CREEK HONEOMMERS' ASSOCIATION IS HERRENY DESCIONATED ALONG ALL LOT LINES COMMON TO A PUBLIC RICHT-OF-WAY AS DIMENSIONED ON THIS PLAT.



SURVEY GROUP, LLC DAHO

9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

JOB NO. 21-057 SHEET 7 OF 9

HEALTH CERTIFICATE

Saniary restrictions as required by Idaho Code. Title 90, Chapter 13 have been salisted according to the letter to be read on file with the Country Recorder or this agent listing the conditions of approval. Saniary restrictions may be re-imposed in accordance with Section 50:1326, Idaho Code, by the issuance of a Certificate of Disapproval.





Structure 26H3 10.27.2021 Central District Health Date

I the undesigned County Treasurer in and for the County of 4ds, Sale of Idaho, per the requirements of IC. 50-1309 do heatey certify that any and all current and/or definiquent county properly taxes for the properly included in this subdivision have been paid in Mil. This certification is valid for the next thirty (30) days only.

CERTIFICATE OF COUNTY TREASURER

Accepted and approved this _____ day of

APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS _, 202 by the Board of County Commissioners of Ada County, Idaho.

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 15 day of Dec. 20 2 1.

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

COUNTY RECORDER'S CERTIFICATE

State of Idaho)
) s.s.
County of Ada)

entacho d by Bruces, wang, Diceter Receilant

I hereby certify that this instrument was filed for record at the request of Minutes past O'clock M. on this day of Book of plats at Pages

Instrument No.

Ex-Officio Recorder

Deputy

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

CERTIFICATE OF COUNTY SURVEYOR



9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

IDAHO SURVEY GROUP, LLC

EXHIBIT "A"

DESCRIPTION FOR DRY CREEK RANCH SUBDIVISION NO. 7

This document provided collection the SW 1/4 of Section 25, T.5N., R.1E., B.M., Ada County, aho more particularly described as follows:

Commencing at the Section corner common to Sections 25, 26, 35 and Section 36, T.5N., R.1E., B.M., from which the 1/4 corner common to said Sections 25 and 36 bears South 89°14'38" East, 2659.65 feet, said point also being the Point of Beginning of Dry Creek Ranch Subdivision No. 1 as filed in Book 114 of Plats at pages 16964 through 16972, records Ada County, Idaho;

thence along said exterior boundary line of said Dry Creek Ranch Subdivision No. 1 the following 2 courses and distances:

thence North 00°06'52" East, 25.46 feet:

thence South 88°10'32" East, 63.13 feet to the NE corner of said Dry Creek Ranch Subdivision No. 1, and the NW corner of Dry Creek Ranch Subdivision No. 3 as filed in Book 117 of Plats at Pages 17711 through 17720, records Ada County, Idaho;

thence along the North boundary line of said Dry Creek Ranch Subdivision No. 3 the following two (2) courses and distances:

thence continuing South 88°10'32" East, 351.83 feet;

thence North 84°26'48" East, 277.59 feet to the REAL POINT OF BEGINNING;

thence along the apparent centerline of N. Brookside Lane the following nine (9) courses and distances:

thence leaving said North boundary line 321.30 feet along the arc of curve to the left, said curve having a radius of 260.00 feet, a central angle of 70°48'12" and a long chord which bears North 49°02'37" East, 301.24 feet;

thence North 13°38'31" East, 1,286.37 feet;

thence 81.83 feet along the arc of a non-tangent curve to the right, said curve having a radius of 70.00 feet, a central angle of 66°58'46" and a long chord which bears North 47°07'38" East, 77.25 feet;

thence North 80°37'00" East, 181.40 feet;

thence North 69°10'10" East, 415.26 feet;

thence North 66°37'43" East, 384.36 feet;

thence 60.97 feet along the arc of a non-tangent curve to the left, said curve having a radius of 100.00 feet, a central angle of 34°56'00" and a long chord which bears North 49°09'42" East, 60.03 feet;

thence North 31°41'42" East, 130.05 feet;

thence 68.84 feet along the arc of curve to the right, said curve having a radius of 80.00 feet, a central angle of 49°18'13" and a long chord which bears North 56°20'49" East, 66.74 feet;

້ຳ This document provided courtesy ວ່າອີກເຮືອ North 80°59'55" East, 39.79 feet;

thence leaving the apparent centerline of N. Brookside Lane South 30°50'10" East, 100.85 feet;

thence 11.11 feet along the arc of curve to the left, said curve having a radius of 275.00 feet, a central angle of 02°18'52" and a long chord which bears South 58°00'24" West, 11.11 feet;

thence South 37°20'43" East, 357.09 feet;

thence South 36°04'08" West, 120.70 feet;

thence South 31°19'40" West, 169.28 feet;

thence South 48°13'08" West, 194.26 feet;

thence South 48°30'50" West, 150.00 feet;

thence South 40°52'56" West, 116.78 feet;

thence South 24°18'46" West, 95.63 feet:

thence South 21°19'13" East, 516.11 feet;

thence South 19°52'01" East, 39.42 feet;

thence South 21°19'13" East, 58.65 feet;

thence South 16°25'44" West, 61.97 feet;

thence South 68°40'47" West, 262.84 feet to a point on the North boundary line of Dry Creek Ranch Subdivision No. 5 as filed in Book 120 of Plats at Pages 18575 through 18581, records Ada County, Idaho;

thence along the North boundary line of said Dry Creek Ranch Subdivision No. 5 and the North boundary line of said Dry Creek Ranch Subdivision No. 3 the following three (3) courses and distances:

thence 276.07 feet along the arc of a non-tangent curve to the left, said curve having a radius of 1,054.00 feet, a central angle of 15°00'27" and a long chord which bears South 84°51'52" West, 275.29 feet;

thence South 77°21'39" West, 1,115.60 feet;

thence South 84°26'48" West, 40.23 feet to the **REAL POINT OF BEGINNING** Containing 43.54 acres, more or less.



EXHIBIT B

STORM DRAIN OPERATION AND MAINTENANCE MANUAL

EXHIBIT "B"



Dry Creek Ranch Subdivision No. 7

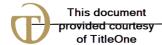
Ada County, Idaho

December 2021

Ada County Highway District Operation & Maintenance Manual

ACHD Project SUBP21-0028
JUB Project No. 10-19-057





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1.1 Purpose of Plan

This manual outlines the duties to be performed by the Home Owner's Association (HOA) and its members for the maintenance of the site facilities including parking areas, landscape areas, and swales located within the development.

Every stormwater system needs to be properly maintained to reduce or eliminate costly repair problems and to properly treat stormwater. The lack of proper maintenance is the most common cause of stormwater system failure.

The homeowners association will be responsible for administering the all maintenance requirements for Dry Creek Ranch Subdivision No. 7 until another qualified and approved organization or agency accepts this responsibility

Developer

Brookside Developers, LLC 923 S. Bridgeway Place Eagle, Idaho 83616 (208) 577-5501

Sewer

Dry Creek Sewer Company, LLC 923 S. Bridgeway Place Eagle, Idaho 83616 (208) 577-5501

Public Roads

Ada County Highway District 3775 N. Adams Street Garden City, Idaho 83714 (208) 378-6100

Engineer

JUB Engineering 2760 W. Excursion Lane, Suite 400 Boise, Idaho 83642 (208) 376-7330

Water

Dry Creek Water Company, LLC 923 S. Bridgeway Place Eagle, Idaho 83616 (208) 577-5501

1.2 General site description

This phase of the Dry Creek Ranch Subdivision is located in approximately 4,000-feet east of Idaho Highway 55 (N. Horseshoe Bend Road), immediately north of N. Brookside Lane. It is bordered on the west by existing residences and on the south by phase 3 of Dry Creek Ranch Subdivision. The site is located in the N 1/2 of Section 36, Township 5 North, Range 1 East, Boise meridian.

All of the roads in the developed site are maintained by Ada County Highway District (ACHD).

1.3 Site Map

See construction drawings in the appendix for the location of all storm drain facilities and roads.





2. Detailed Facility Description

2.1 Facility Design Overview

The primary purpose of the stormwater facilities is to provide collection, conveyance, storage, and discharge of stormwater runoff.

This site is unique in its approach to stormwater management. Each lot shall collect, retain, and infiltrate the stormwater collected within the lot. Additionally, each lot shall collect, retain, and infiltrate the stormwater collected from the adjacent roadway. An easement exists over the 18-feet adjacent to all ACHD roadways for the maintenance and operation of this drainage system. This easement is a non-exclusive storm drain easement recorded with instrument number 2021-173103. This easement is included in the appendix

2.2 Facility structures

There are no special storm drain structures associated with this design

3. Maintenance and Operation

Where applicable, each property owner or the HOA shall be responsible for the following:

Mowing & Landscape Maintenance.

How to be performed	Surface maintenance to include lawn mowing and irrigation of landscaping and lawn areas. Maintain grass within the site common areas and in public right of way in a healthy condition. Sweep or blow grass clippings from surrounding concrete and asphalt surfaces after each mowing. If blown, clippings will be blown back onto grassed areas for decomposition.
Where to be performed	All common areas
Who will perform	Property owner, HOA, or HOA contracted third party as appropriate
Maintenance interval	Weekly
Additional information	None

Weed Control

How to be performed	Utilize a fertilizer with weed control. Application shall be by broadcast or spray methods following the manufacturer's recommended application rate. Sweep up any particles broadcast to surrounding concrete and asphalt surfaces after each application.
Where to be performed	All common areas
Who will perform	HOA or HOA contracted third party
Maintenance interval	Annually at a minimum
Additional information	None



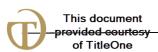


How to be performed	Remove and dispose any trash found within the boundaries of any parking areas, right-of-way, and frontage landscape areas in a safe and legal manner. All common areas and roadways		
Where to be performed			
Who will perform	HOA or HOA contracted third party		
Maintenance interval	Weekly		
Additional information	None		

Bridle Pathway

How to be performed	Maintain surface to a standard to ensure the safety of both horse and rider. Follow weed control and trash cleanup section of this manual.		
Where to be performed	All bridle pathways located in common areas and residential lots		
Who will perform	Homeowner, HOA, or HOA contracted third party as appropriate		
Maintenance interval	Weekly		
Additional information	None		





4. Maintenance Log

Date	Maintenance Activity	Performed By	Description of Facility Conditions	Amount and Type of Material Removed	Comments
					-
			,		1
····					
					New York





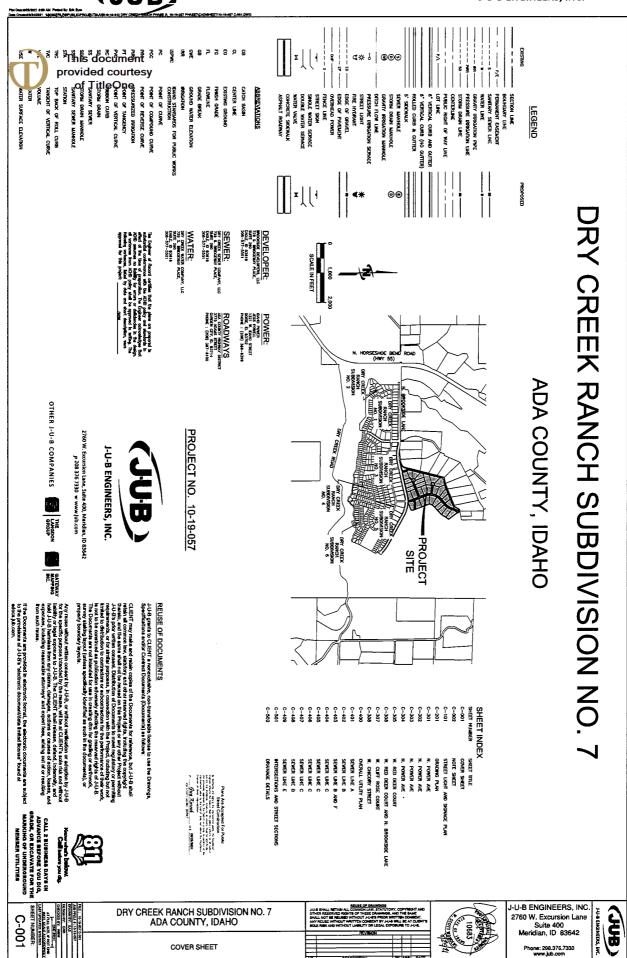
Includes the following:

Facility Drawings

Recorded License Agreement







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4. A PRECONSTRUCTION COMPERENCE SHALL BE NELD A MINIMUM OF THREE (3) WORKING DAYS PROOF TO STAFF OF WORK ALL COMPRACTORS, SUBCOMPRACTORS AND/ON UTILITY COMPRACTORS SHALL BE PRESENT.

5. Contractions small motify the appropriate assnoy when witegals are on site or inspection of the work is required, no work way began on any project without thenty four (24) hour prior hotice. AL WITEM, FINNSHED ON, OR FOR THE PROJECT WEST THE MANUAL REQUESTING TO THE APPROVIME ASSISTANT THE REQUEST OF THE APPROVIME ASSISTANT OR THE STATE REQUEST OF THE APPROVIME ASSISTANT OR THE STATE OF THE APPROVIME ASSISTANT OF THE APPROVIMENT ASSIST

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10. SEE FIWL PLAT FOR ALL LOT DIMENSIONS AND EASEMENTS. CERTAIN EASEMENTS ARE RECORDED BY SEPARATE COCUMENT 9. ANY DENATION FROM THE APPROVED PLANS AND SPECIFICATIONS MUST HAVE THE APPLICABLE AGENCY APPROVAL IN WINTING PRIOR TO CONSTRUCTION.

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ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMAL REQUIREMENTS OF THE APPROVING AGENCIES AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.

15. ALL UTILITY TRENCH BACKFILL SHALL OBTAIN A MEMBUUM RELATIVE COMPACTION OF 95% PER ISPINC/ACHD POLICY.

18. ALL HOW STRIPS SHALL BE INDRO-SEEDED

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TRUCTION OF THE WATER SYSTEM SHALL COMPOSED TO THE STANDARDS IN THE "DAHO MALES FOR PUBLIC DRINGHO THE COMPA 68.01.08)" AS WELL AS THE STANDARDS AND SPECIFICATIONS REPERBED TO IN CENERAL CONSTRUCTION 1.

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THOM: SHALL BE RESPONSIBLE FOR PROVIDING CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS

THE DHAD SHORKS OUROMENTS SHALL BE ANSI/NSF 81 CERTIFIED, AND HILST HEET ALL ANNA AND STANDARD REQUIREMENTS PUBLIC DRANKING WATER SYSTEMS (IQUAA 58.01.06).

DADWAY, ACID WITE PIECE REST-OF-WY SHALL CONTIGUE TO THE CURRENT EXTRON OF THE EXTRE AND THE CASH ALL SYSTEMATIONS, NO EXCENDED IN WITHING THE BETT PACKY, STANDARDS, AND THE EXTREME THAT CASH SUPPLIED HELD SYSTEMATION OF THE STANDARDS, AND THE EXTREME HALL BE CASH AND ALL SYSTEMATION OF THE STANDARDS, AND THE EXTREME HALL BE CASH AND ALL SYSTEMATION OF THE STANDARDS AND THE STANDARDS AND

WIEH DISCREPANCES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SWALL IMMEDIATELY NOTIFY THE ENGINEER. UNTINUELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAM FOR ADDITIONAL COMPENSATION.

RESECTION OF WORK WITHIN THE RIGHT-OF-WAYS SMALL BE BY THE AAN COUNTY HIGHWAY DISTRICT (4040) AND MISSEE SCHEDULED A LIMBULUM OF 24-HOMES IN ADVIANCE. CONTACT ACHD INSPECTION SERVICES AT 337-4284, FOR PRIVATE ROUDWAYS CONTACT THE OWNER'S ENGINEER.

all costs of retesting for previously failed tests small be buck changed to the contractor by the owner.

ALL COSTS TO THE CONTRACTOR INCURRED IN CORRECTING DEPICIENT WORK SHALL BE TO THE CONTRACTORS ACCOUNT FAILURE TO CORRECT SLICH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERLIBRATION.

ALL WHER HETES AND FRE HYDRAHTS ARE TO BE LOCATED OUT OF THE ROAD ROBIT-OF-WAY. THERE WIST BE ALL WHERE HETES AND FOR THANKEN BEINEZH BACK OF SONEWLAX (OR CURB IF HO SONEWLX) AND THE LEADING EDGE OF ANY FRE KYDROMIT.

over excavation and additional granular sacrell may be recovered in high groundwater areas which are to be determined by the freld hispector.

ROUMAY CONSTRUCTION WILL MEET SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION STANDARD DRUNNINGS: (CURRENT EDITION)

residential street section, acho supplicabili to Ispiac SD-801, and sections as shown on roadway detal sheet.

 ASIO DESECTION STAFF WILL BE LIGHE CLOSELY MONTORNIG PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS, AS A REMINDER, SIDENALY CROSS SLOPES STALL HOT EXCEED 2.08: THERE ARE NO "TOLEDANCES" LITTURED. 15. ASPHALT ROADWAY REPARS SHALL BE PER ISPINC STANDARDS AND ACHD SUPPLEMENT SD-301, SD-303 AND SD-808

STORM DRAIN, ACHD

ALL STORM DRAIN PIPE SHALL BE OF MATERIALS SPECIFED IN ISPING SECTION 601, PART 2, SECTION 2.2, UNLESS
OTHERWISE HOTED ON THE CONSTRUCTION DRAININGS.

ALL SEVERS, DRAIN LINES, AND STORM DRAIKS SHALL BE TESTED IN ACCORDANCE WITH ISPINC SECTION 500, PART 3, SECTION 3.4.

ALL CAICH BASNS AND GRAITS WITHIN THE PHIBLIC BRAIT-OF-WAY SHALL BE INSTALED FER THE ACHO SUPPLEIGHT TO SERVICE SHAUMAND DRAWIND NO. 50-601 TYPE 1, SD-609 TYPE 1 OR STANDARD DRAWIND NO. SD-604A TYPE N. 50-609 TYPE I.

THE PIPE CONTRACTOR SHALL MANTAN A 10" MINIMUM HORIZONTAL SEPARATION BETWEEN SEWER AND WATER LINES, AND BETWEEN STORM DRAWS AND WATER LINES, SEE SEWER HOTES NO. 2 AND 3.

ALL STORM DRAW MANHOLES SHALL BE CATCH MANHOLES PER ISPINO STD. DWG NO. SD-811.

Story drum and reggation street crossing simil utilize type I bedong waterial placed in Six (6) inche layers as pen isonic typical trench detail druming no. 50—301.

ANY PYC STORU DRAIN PIPE SHALL CONFORU TO ASTU D3034 OR ASTU F784 SPECIFICATIONS AND SHALL BE INSTALLED WATER TIGHT.

ALL STORM DRAWAGE APPLICTENANCES SHALL BE INSPECTED BY ADA COUNTY HIGHWAY DISTRICT.

ALL TIPPS OF VALVE BOXES AND SEWEN WHMOLES SHALL BE SET FLUSH WITH THE SLOPE OF THE PHISSED STREET CHAPES. THE ROUDWAY COMTRACTOR SHALL INSTALL AND JOJUST ALL SPIXEDS, GRUDE BMOS, WANHOLE RIMOS AND LIDS.

EXSTAND A.C. PAVEJUENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CHTERLINE AND THE EXPOSED EDGE SHALL BE DUCKED WITH EMALSON PRIOR TO PAYMO.

ALL WATER VALVES, BLOWOFTS AND LANGUES WILL BE PLACED SO AS NOT TO CONTLICT WITH ANY CONCRETE CURB. GUTTER, VALLEY GUTTER AND SIDEWALK MAPROVEMENTS.

. ALL IMPERIAL PLACED AS FILL OR BACKFILL SHALL BE PLACED AND COLERACTED IN ACCORDANCE WITH SECTION 308 OF THE CHRESTED ENTION OF ISPINC.

STANDARD O' VERTICAL COME (NO CHITRE), ESPEN 53-701A.

ROLLID CHES AND CHITRE, ASSE SERVILLERI TO ISSPE 53-702.

O'CHONGRIE VALUET CHITRE, ASSE SERVILLERI TO ISSPE 53-702.

O'CHONGRIE VALUET CHITRE, ASSE SERVILLERI TO ISSPE 53-702.

FERSISTEMIA MANUE SERVILLERI TO SATIFICATION TO SERVILLERI TO SATIFICATION TO ISSPE 53-104.

STANDARD TIPE N'ORDE BLET, AND SUPPLIALIBIT TO ESPEC 53-1044.

STANDARD TIPE N'ORDE BLET, AND SUPPLIALIBIT TO ESPEC 53-1044.

AWHONED BRUDNIS, TIST FITS ON WILEWAYS LOCALLY MINH CURRENT ON FUTURE REGIT—ONE SHALL BE RE-DUNNIED TO MINE SUL AND LOCALLED MINI SUCRED HINH CURRENT SHY STREAMINS, CHAINS WILL MONKE SUL DIAL MO LOCAL OF OF THE COMMENTANT TISTS TO PETRY MATER WITHOUT LETS HE REQUIREMENT FOR DEMORDED BY LET SHYS SHY CONCOLONIS (SEE DOMENTIN OF LOCATIONS OF MANAGES).

. SWHM'S SHIRT AND STIRM DAWN HANNIGES, COMES AND STRUTINES SHALL BE SET TO SPECIFIE CLAVINON BY THE RESPECTIVE CLAVINON BY THE RESPECTIVE CHARACTERS. ALL BLAVESHOP CHARACTERS AND LE FLUMESCED BY THE PER CONFIDENCE CHARACTERS AND LE FLUMESCED BY THE PER CONFIDENCE CHARACTERS AND LINES AND STRUMENT AND LINES AND LIN

ALLOWED.

THE PIPE CONTRACTION SMALL REPUACE ALL PANEAGRIT AND CONCRETE RELAYED FOR THE INSTALLATION OF WATER
SEVER, OR BRUGATION PIPE. ALL PANEAGRIT SMALL BE REPUACED WITHIN STATE (7) CALEBOAR DAYS FROM THE
THE PAREAGRIT AND CONCRETE IS RELAYED.

5

PAYEMENT REPAIR FROM UTILITY WORK, ACHO ACTILL, FISLD CONDITIONS DUTING TRENCHING MAY RECURE ADDITIONAL PAYELINGS REPAY REPOYS DIE. Liaits skown on the PLAN. The Following Conditions are listed in Section 8000 of acto Polici Lianual

HU-B ENGINEERS, INC.

ALL ASPAULT MATCH LINES FOR PAYEMENT REPARE SHALL BE PARALLEL TO THE CONTENLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURBNO TRENCHING OPERATIONS. If the cumulative damaged panement exceeds sox of the total road surface the compactor same replace the entire roadway surface.

CONTRACTOR SHALL REPLACE THE PAYELLERT SAMELACE TO ENSURE WATCH LINE DOES HOT FALL WITHIN THE WHEEL PAITH OF A LANE. WATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.

any exceptions to these rules shall be pre-approved in whiting by district staff betone construction begins. TOWABLE FILL OR LIPORTED LIAITERAL, MAY BE RECARBED IF THE HATTHE TREACH MATERIAL IS DEEDED UNISUATIONE BY ACHD INSPECTIOR, DOES NOT MEET COMPACTION STANDARDS OR THAT IS A CRITICAL FACTOR.

10683

J-U-B ENGINEERS, INC 2760 W. Excursion Lane Suite 400 Meridian, ID 83642

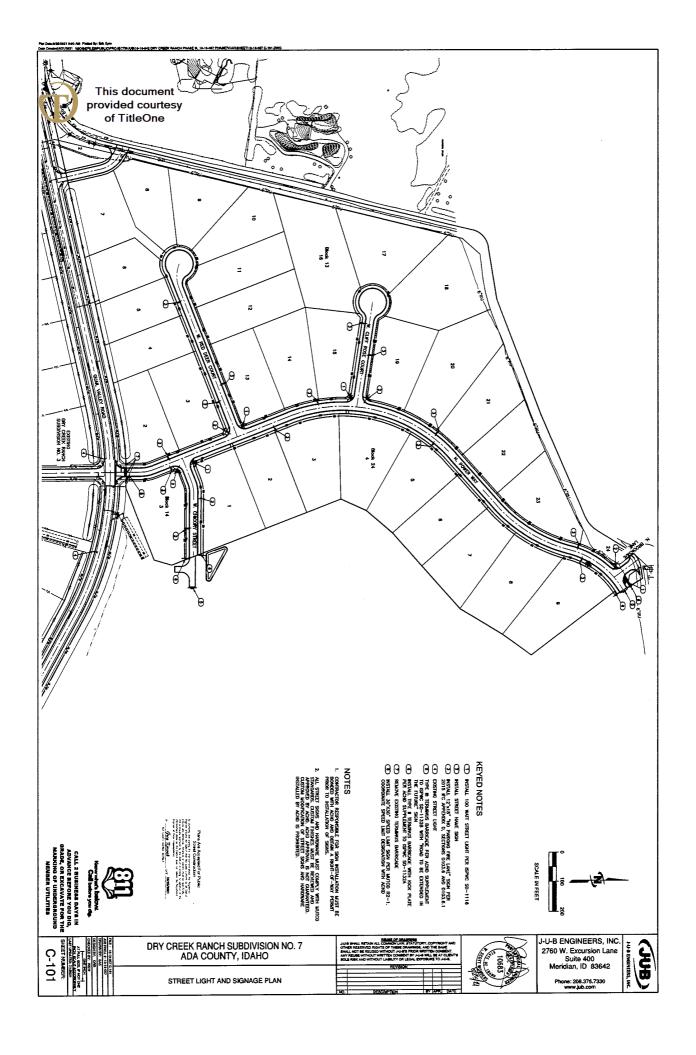
Phone: 208.376.7330 www.jub.com

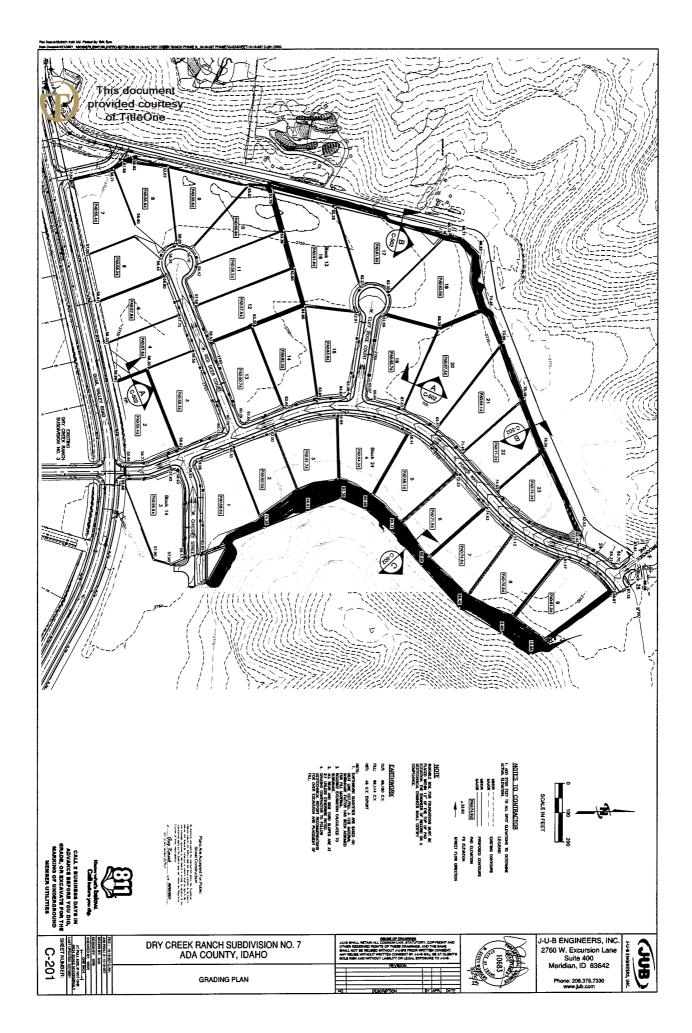
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIC RADE, OR EXCAVATE FOR T DRY CREEK RANCH SUBDIVISION NO. 7 ADA COUNTY, IDAHO

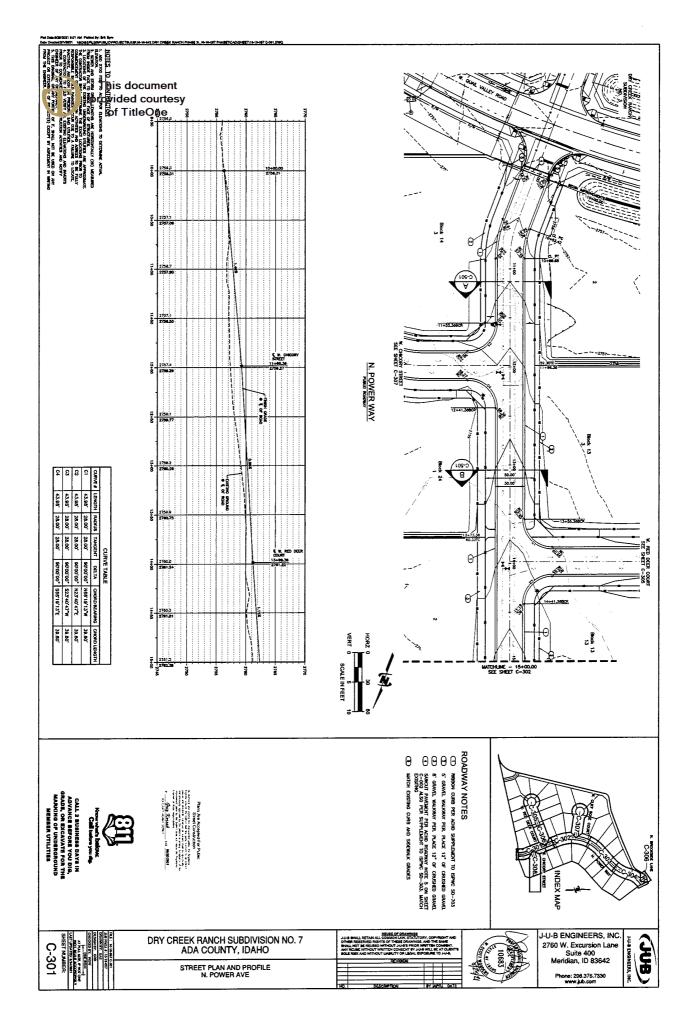
NOTE SHEET

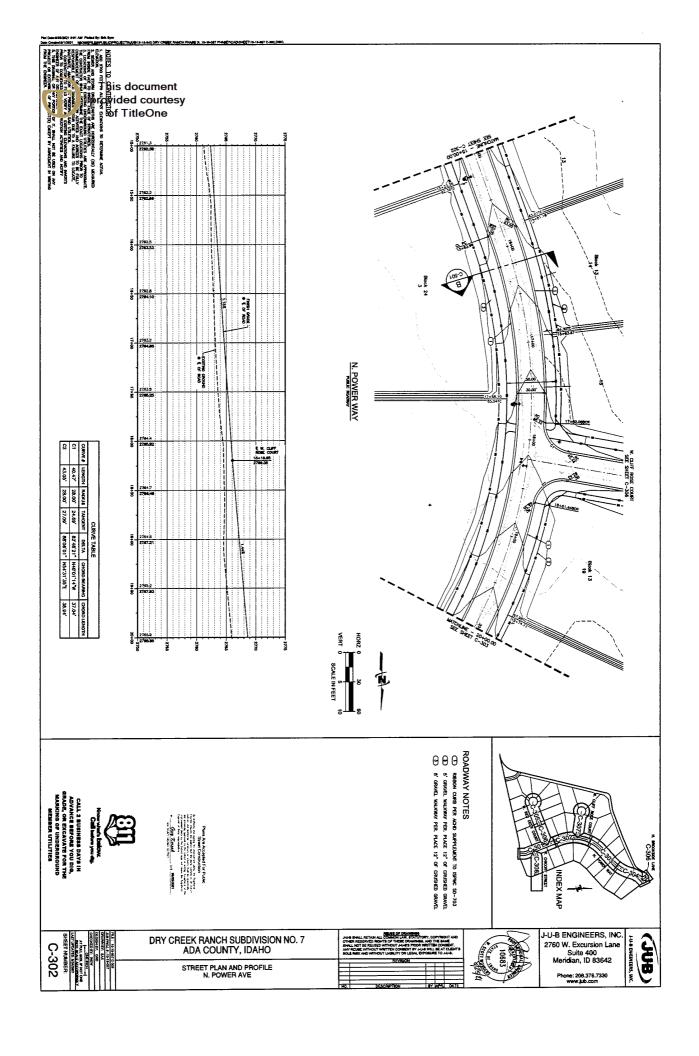
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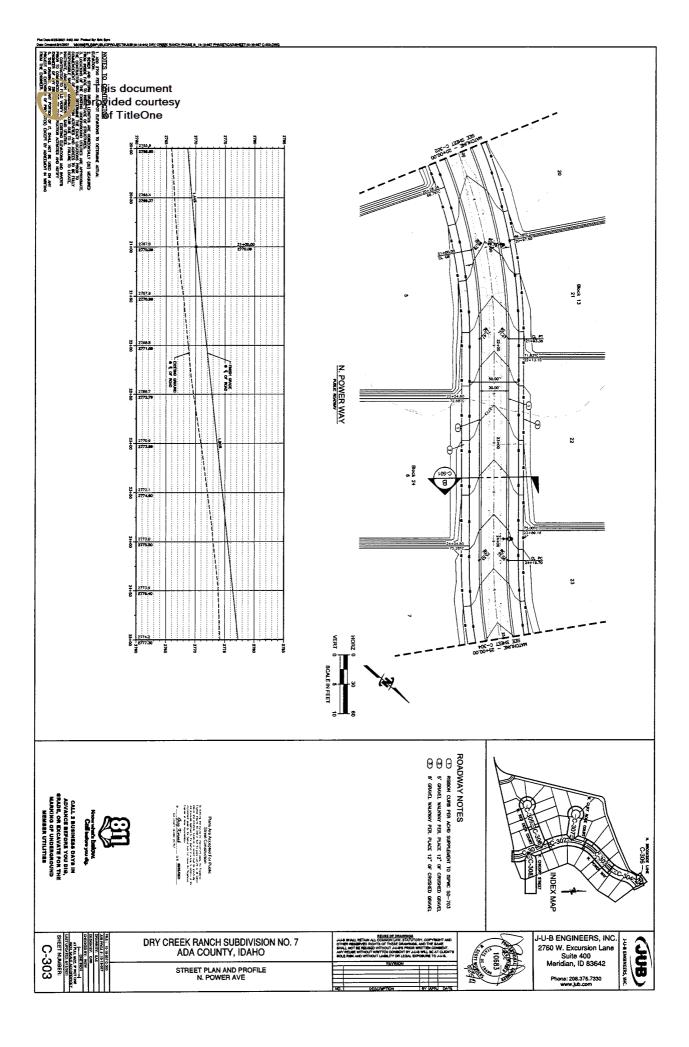
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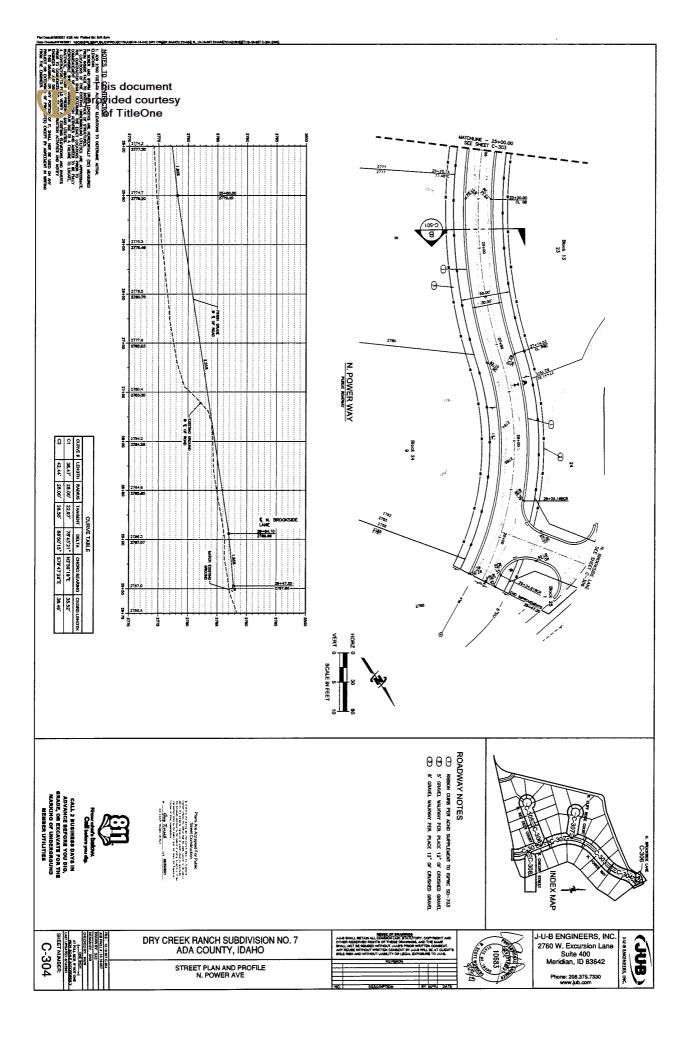


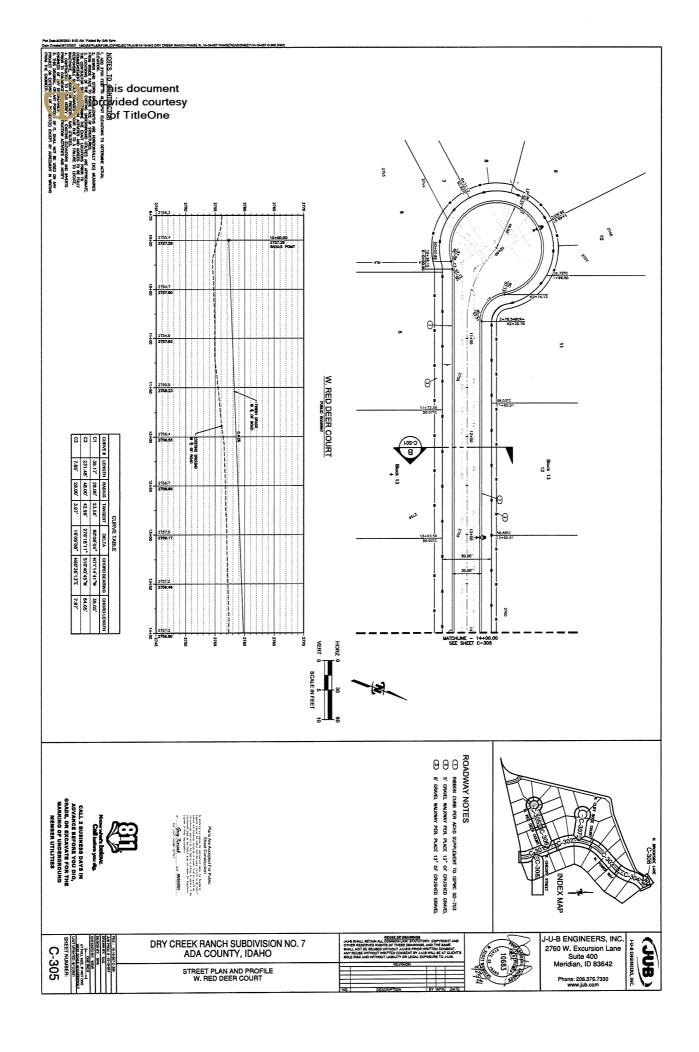


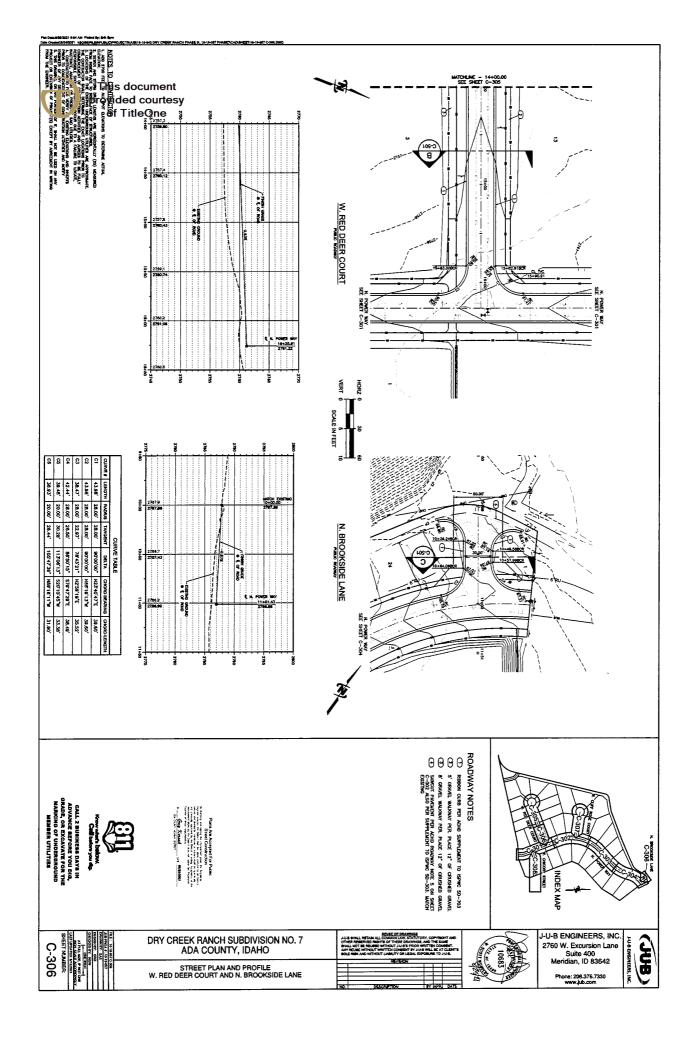


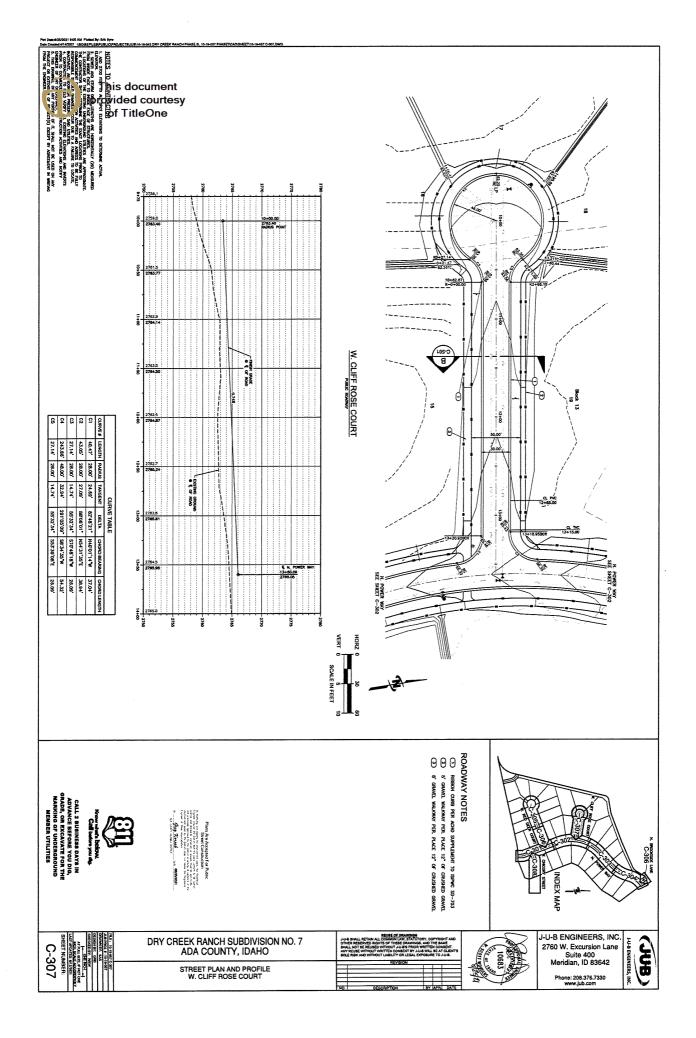


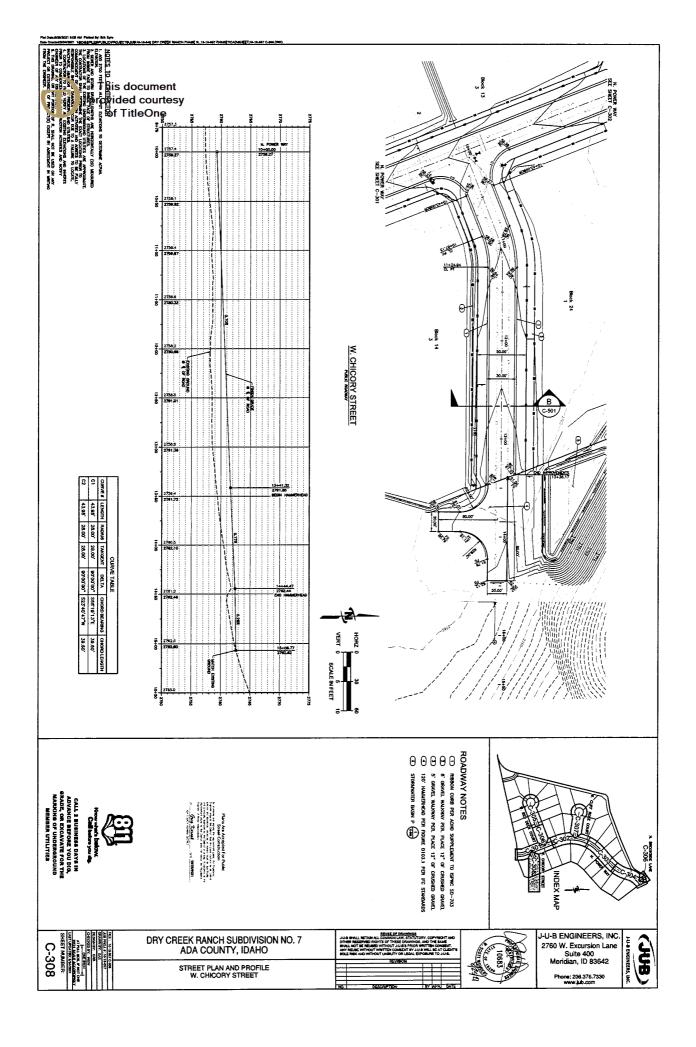


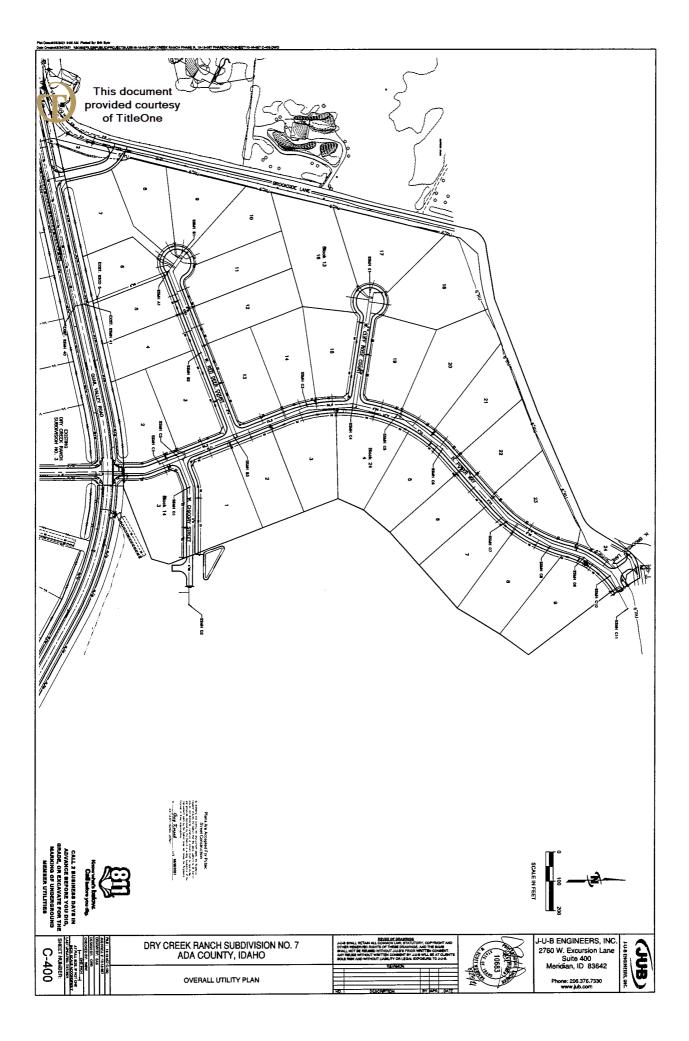


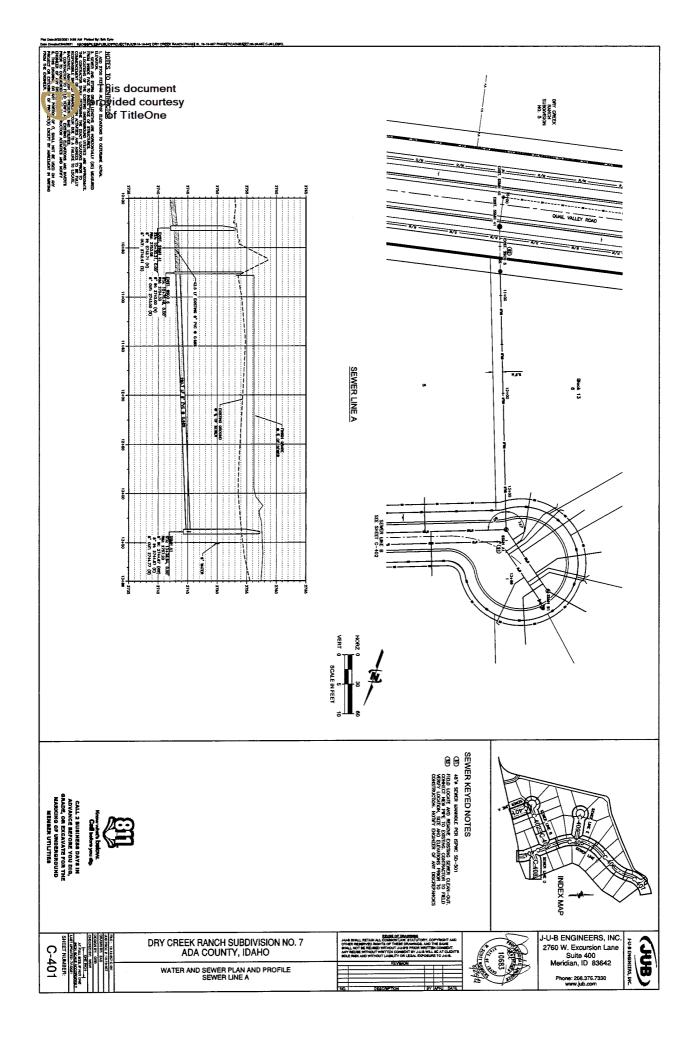


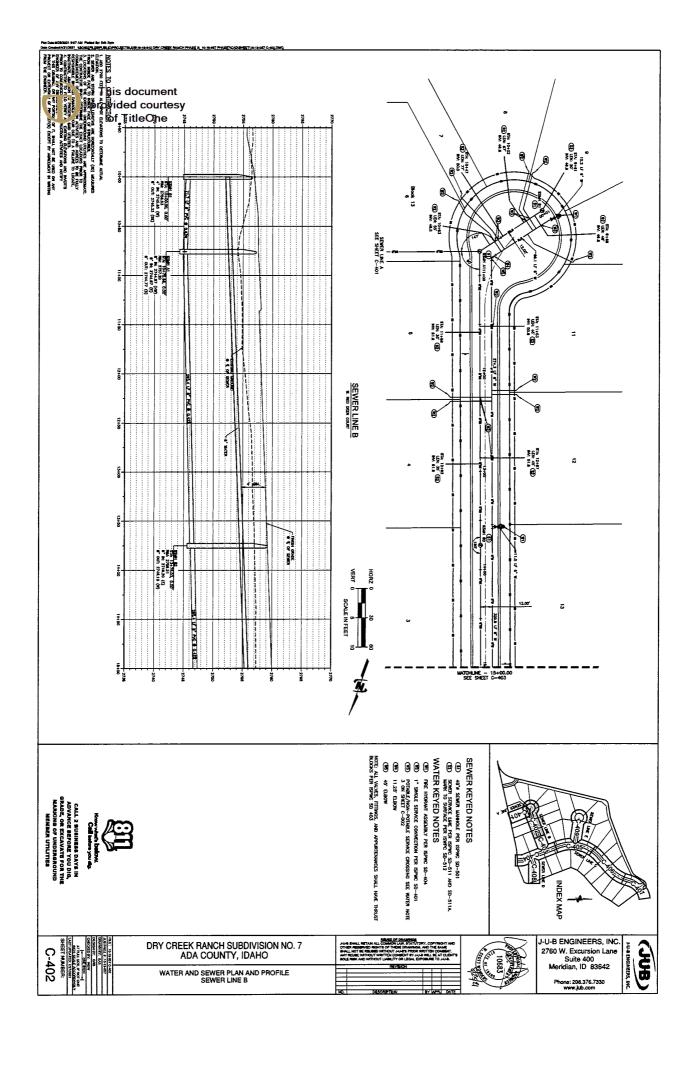


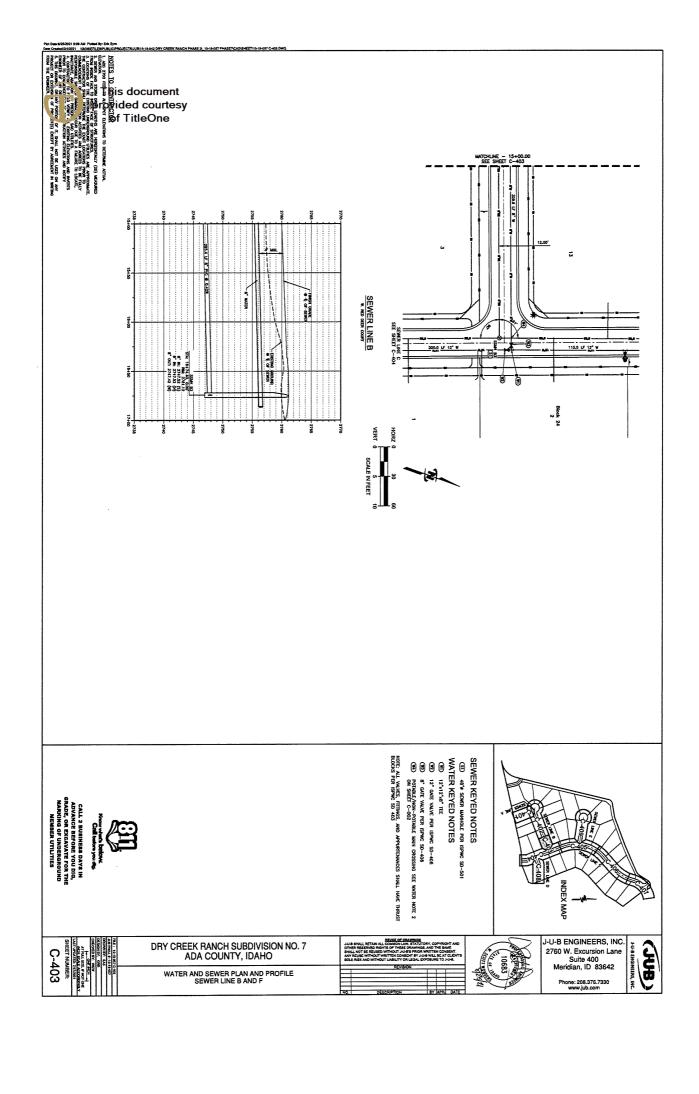


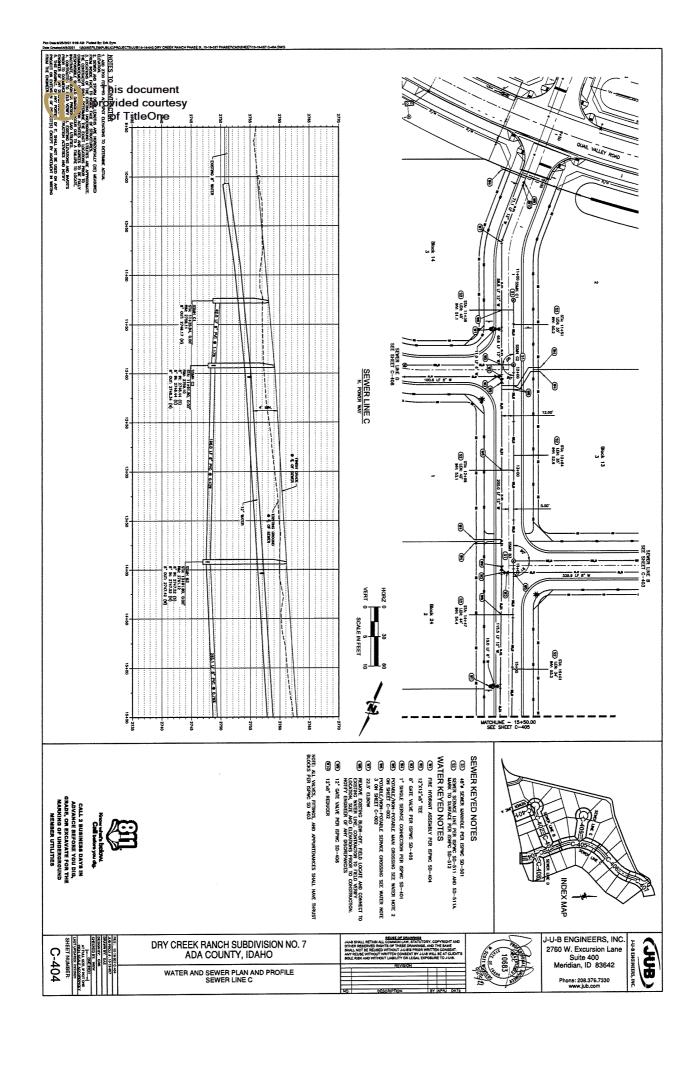


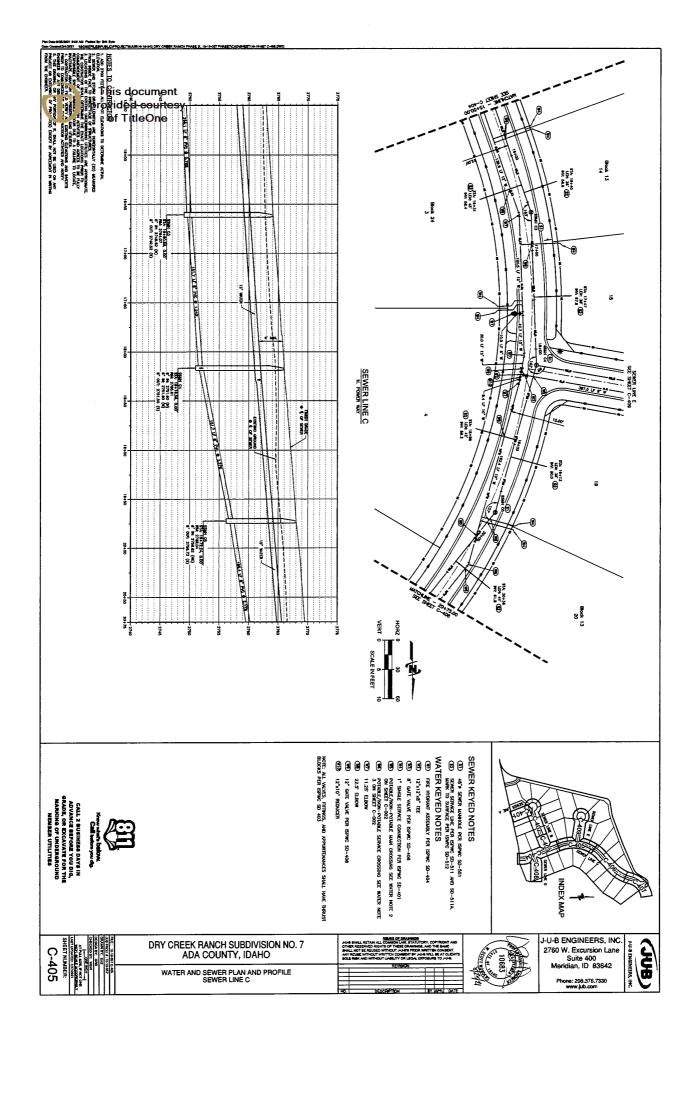


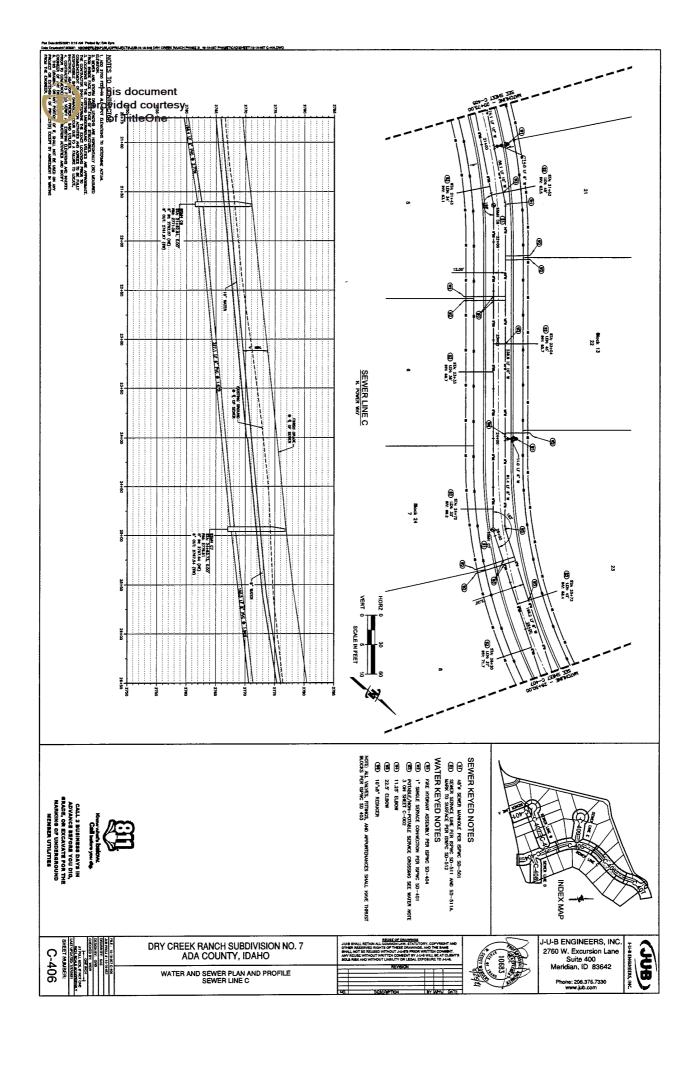


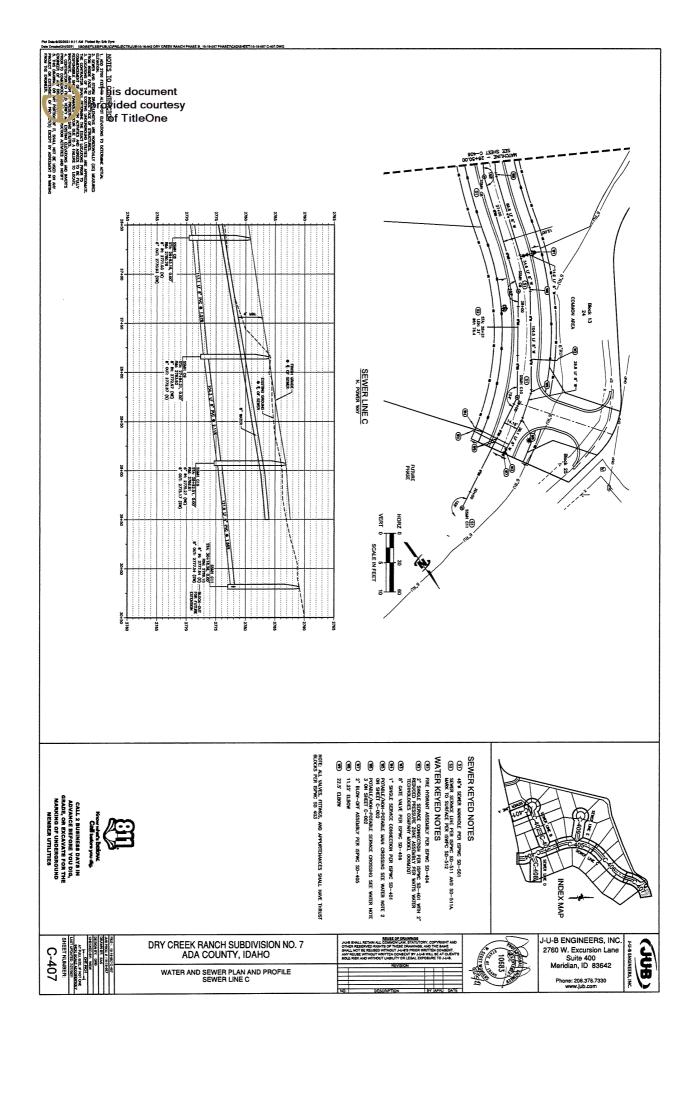


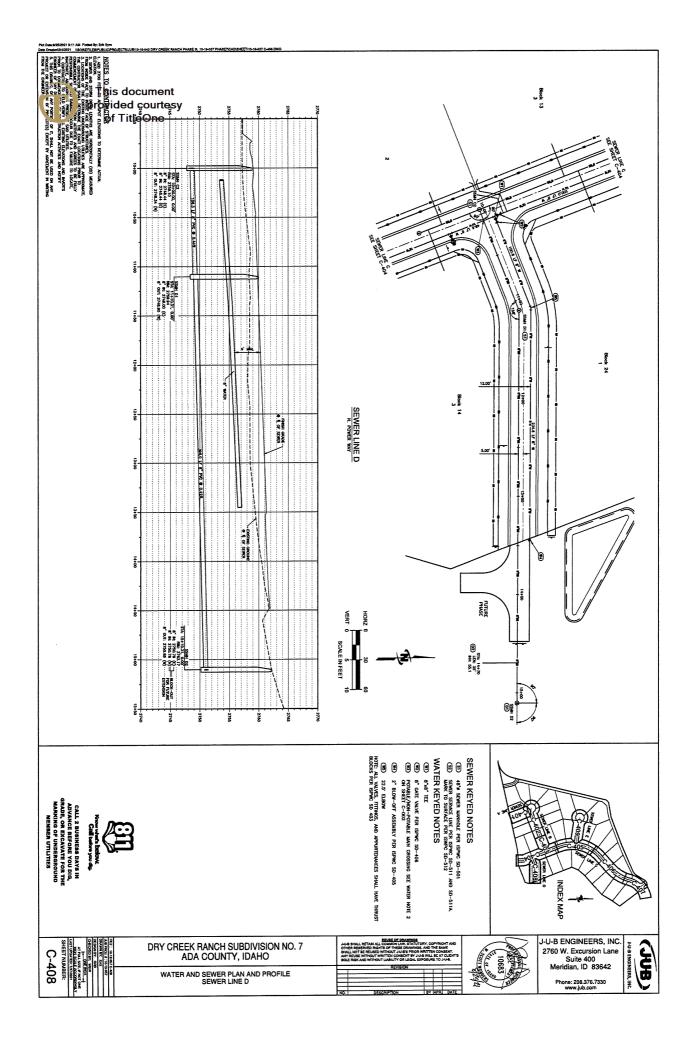


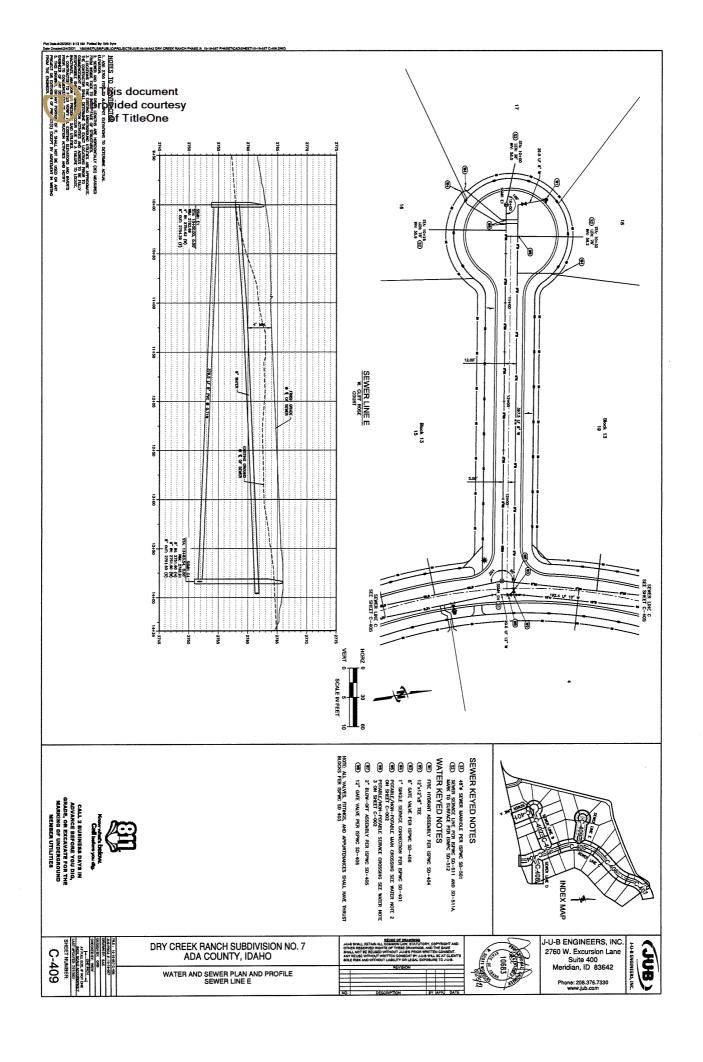


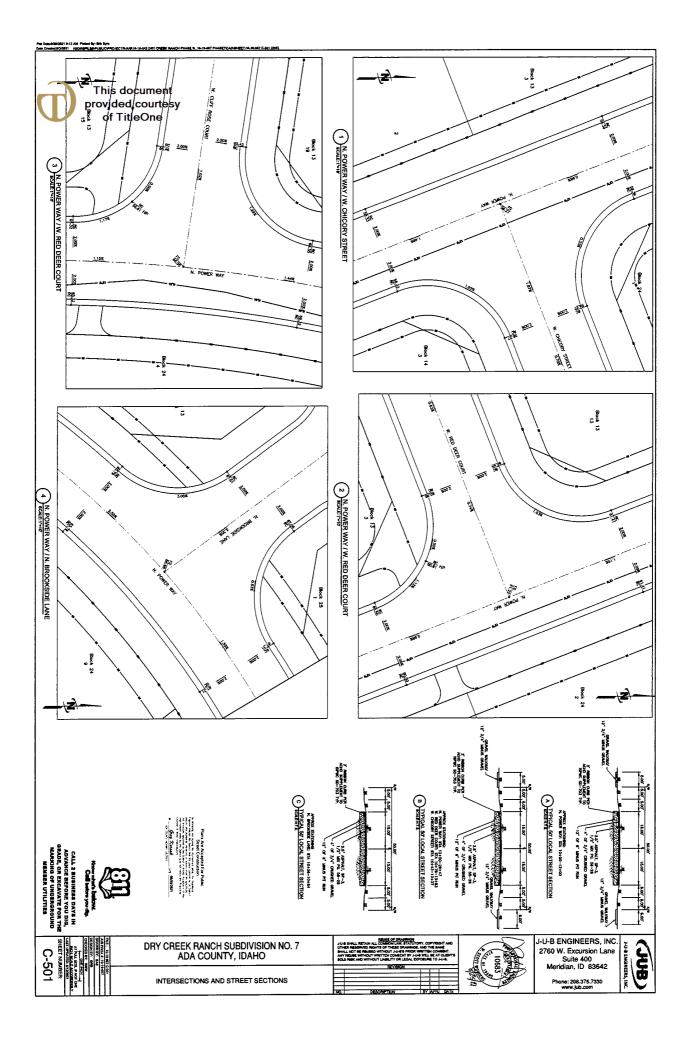


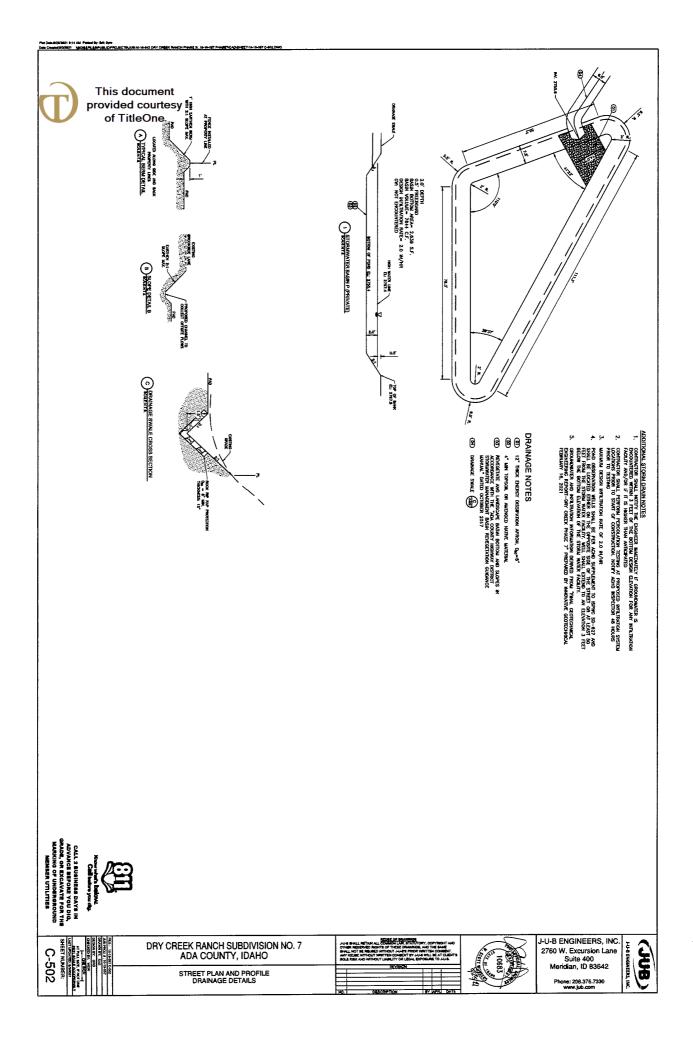


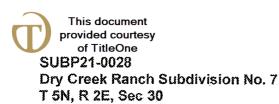












ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=23 CHE FOWLER ADA COUNTY HIGHWAY DISTRICT

2021-173103 12/08/2021 11:18 AM NO FEE

(space reserved for recording)

PERPETUAL STORM WATER DRAINAGE EASEMENT (Non-Exclusive)

This Non-Exclusive Perpetual Storm Water Drainage Easement (this "Easement") is made as of the Lift day of November, 2021, by and between Brookside Developers, Inc. an Idaho corporation ("Grantor") and Ada County Highway District, a body politic and corporate of the State of Idaho ("ACHD").

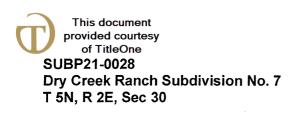
WITNESSETH:

For good and sufficient consideration it is agreed:

Section 1. Recitals.

- 1.1 Grantor owns certain parcels of real property located in Ada County, Idaho, including platted lots located within Phase 7 of Dry Creek Ranch Planned Community (the "Subdivision"), which parcels are described and depicted on Exhibit A attached hereto (the "Servient Parcels"). The Servient Parcels are each adjacent to a public street under the jurisdiction of ACHD, each of which are described and depicted on Exhibit B attached hereto (hereinafter the "Dominant Estate").
- 1.2 The Servient Parcels are larger, platted lots that are part of an area of the Subdivision that is designed to include a rural, equestrian feel and layout, including rural street sections with ribbon curb and horse paths adjacent to (but not included in) the Dominant Estate. Rather than including the type of storm water drainage system facilities that ACHD might require in typical residential projects, the Servient Parcels are instead graded to permit storm drain run off to "sheet flow" from the Dominant Estate onto the Servient Parcels, with the Servient Parcels, in turn, being graded and sized to allow such storm drain run off to be absorbed within the Easement Areas (defined below) within the Servient Parcels and not drain back onto the roads.
- 1.3. After Acceptance (as defined below) by ACHD, the Dominant Estate will become a part of ACHD's highway system. The portion of the Servient Parcels subject to the Easement Areas will, in turn, be subject to the rights and restrictions set forth herein. To





(space reserved for recording)

PERPETUAL STORM WATER DRAINAGE EASEMENT (Non-Exclusive)

This Non-Exclusive Perpetual Storm Water Drainage Easement (this "Easement") is made as of the $\frac{4^{th}}{4^{th}}$ day of $\frac{1}{2^{th}}$ day of $\frac{1}{2^{th}}$ and between **Brookside Developers**, Inc an Idaho corporation ("Grantor") and **Ada County Highway District**, a body politic and corporate of the State of Idaho ("ACHD").

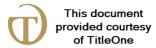
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formalize such transfer ACHD desires to obtain this Easement from Grantor and Grantor is willing to grant such Easement to ACHD all on the terms and conditions hereinafter set forth

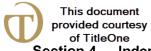
Section 2. Grant of Easement.

- 2.1 For the period and on the terms and conditions hereinafter set forth, for the benefit of the Dominant Estate, Grantor hereby grants to ACHD an easement on and under a portion of the Servient Parcels for the retention of storm water from the Dominant Estate (hereafter, the "Authorized Use") to, into, on, under, over and across that certain portion of the Servient Parcels identified in keynote 6 of the recorded final plat of the Subdivision (the "Easement Areas").
- 2.2 The Easement herein granted is not exclusive to ACHD. ACHD acknowledges that the Easement Areas contain numerous other improvements, utilities and landscaping, and that Grantor contemplates installing future improvements, installation of irrigation pressure lines and related facilities, utilities and landscaping in the Easement Areas. ACHD further acknowledges that Grantor and its grantees and licensees (including future grantees and licensees) may use the Easement Areas for any lawful purpose provided that such use does not materially interfere with ACHD's Authorized Use of the Easement Areas. If any structures, fences, landscaping or other improvements are constructed or planted on the Easement Areas in the future and such improvements interfere with the Authorized Use by diverting stormwater back onto the roadway, then such improvements must be removed in order for ACHD to perform its obligations, the costs of removal and replacement or restoration of the said improvements shall be the sole obligation of the owner of such improvements.

Section 3. Construction; Acceptance; Repair and Maintenance; Warranties.

- 3.1 At Grantor's sole cost and expense, Grantor shall perform initial construction of the Servient Parcels including the Easement Areas (not to include fine grading and construction of subsequent residential improvements) in accordance with designs, plans and specifications prepared by JUB Engineers, dated February 10, 2021 and approved by ACHD on August 25, 2021 ("Engineered Plans"), and in compliance with all applicable statutes and good engineering practices. During construction Grantor shall give ACHD reasonable notice and opportunity to inspect the Easement Areas.
- 3.2 From and after the date ACHD gives Grantor written notice that ACHD accepts the Dominant Estate and has approved the initial construction of the Easement Areas in accordance with the Engineered Plans ("Acceptance"), Grantor shall have sole responsibility for the operation, maintenance, repair, replacement, reconstruction and, as applicable, enhancement of the Easement Areas at Grantor's sole expense. Grantor shall operate, maintain, repair, replace, and as necessary reconstruct the Easement Areas at all times in good and safe condition and in full compliance with all Applicable Laws and the Authorized Use, as described above.





Section 4. Indemnification.

- 4.1 Grantor shall indemnify, defend and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred in defense thereof) for damages, injury or death (collectively, "Claims") caused by or arising out of Grantor's, and or Grantor's agents negligent design, construction and installation of the Easement Areas or Grantor's and or Grantor's agents failure to construct the Easement Areas in accordance with the Engineered Plans.
- 4.2 Grantor shall indemnify and hold harmless ACHD and the Servient Parcels from and against any and all claims for liens or liens (including, without limitation, mechanics' and materialman's' liens) (collectively, "Mechanics' Liens') arising out of the construction and installation of the Servient Parcels.
- 4.3 Grantor shall indemnify and hold harmless ACHD, its Commissioners and employees, from and against all Claims caused by or arising out of the presence, use, generation, release, discharge, storage or disposal of Hazardous Materials from, in, on, or under the Servient Parcels.
- 4.4 Upon completion of the initial construction of the Servient Parcels in accordance with the Engineered Plans, Grantor shall indemnify, defend and save and hold harmless ACHD, its Commissioners and employees from and against all Claims, arising out of Grantor's use of the Easement Areas, its failure or neglect to maintain, repair, or replace as necessary the Easement Areas, and or the presence, use, generation, release, discharge, storage or disposal of Hazardous Materials in, on, or under the Easement Areas.
- 4.5 Grantor shall indemnify, defend and save and hold harmless ACHD and the Servient Parcels from and against any and all Mechanic's Liens arising out of Grantor's or Grantor's agent's activities or work on the Servient Parcels.
- 4.6 If ACHD consents to improvements and/or landscaping and/or Grantor's use proposed by Grantor under Sections 2.1 or 2.2, Grantor shall indemnify, defend and save and hold harmless ACHD, its Commissioners and employees, from and against all Claims, caused by or arising out of Grantor's use of the same, the construction, installation, maintenance and repair of such improvements and/or landscaping, and/or Grantor's failure to comply with applicable federal, state and local laws.
- **Section 5**. **Term**. The term of this Easement is perpetual.
- <u>Section 6.</u> <u>Covenants Run with the Land</u>. Throughout the term of this Easement, it shall be a burden upon the Servient Parcels and shall be appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.





<u>Section 7.</u> <u>Attorney's Fees and Costs.</u> In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

<u>Section 8</u>. <u>Exhibits</u>. All exhibits attached hereto and the recitals contained herein are incorporated as if set forth in full herein.

<u>Section 9.</u> <u>Successors and Assigns.</u> This Easement and the covenants and agreements made herein shall inure to the benefit of, and be binding upon, ACHD and Grantor, and their respective successors and assigns. After the real property is transferred to a successor the Grantor (or any other previous owner of any Servient Parcel) shall not be held liable for any breach or violation of this Easement.

<u>Section 10.</u> <u>Modification</u>. This Easement may not be amended in whole or in part except by written instrument, duly executed and acknowledged by the parties hereto, and recorded.

<u>Section 11</u>. <u>Notices</u>. All notices given pursuant to this Easement shall be in writing and shall be given by personal delivery, by United States Mail Certified, Return Receipt Requested, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below.

Grantor:

Brookside Developers, Inc 923 S. Bridgeway Place

Eagle, Idaho 83616

ACHD:

Ada County Highway District

3775 Adams Street

Garden City, Idaho 83714-6499

<u>Section 12.</u> <u>Recordation</u>. This Easement shall be recorded in the Real Property Records of Ada County, Idaho.

Section 13. Warranty of Authority to Execute.

- 13.1 The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.
- 13.2 If Grantor is not a natural person, the person(s) executing the Agreement on behalf of Grantor represent(s) and warrant(s) due authorization to do so on behalf of Grantor, and that upon execution of this Agreement on behalf of Grantor, the same is binding upon, and shall inure to the benefit, of Grantor.

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13.3 Grantor warrants to the ACHD that Grantor is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD. This Easement shall be subject to all easements and encumbrances of record or appearing on the land as of the date hereof.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first set forth above.

Grantor:

Brookside Developers, Inc.

Ву:

ames H Hunter

President

ACHD:

Ada County Highway District, a body politic and corporate of the State of Idaho

—DocuSigned by:

Ву:

Clunsty Little F67589A1548D435...

Christy Little

Development Services Manager

[notary acknowledgements on following page]



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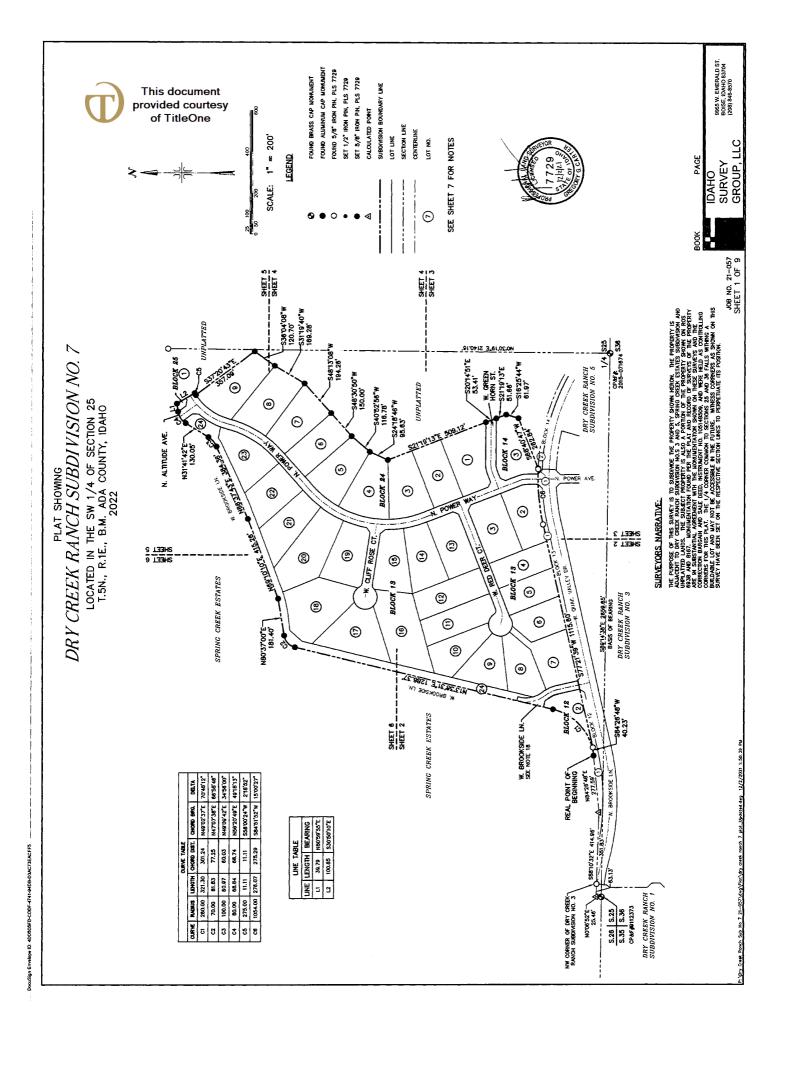
provided courtesy of TitleOne	
State of Idaho)	
) ss.	
County of Ada)	
On this \(\frac{\frac{1}{4}}{4} \) day of \(\frac{\frac{1}{1}\frac{1}{4}\fr	poration that executed this instrument or the half of said Corporation, and acknowledged
IN WITNESS WHEREOF, I have here the day and year in this certificate first above	unto set my hand and affixed my official seal written.
STATE OF IDAHO Res	ary Public for the State of Idaho iding at <u>Au Gunh</u> Idaho commission expires: <u>9-2-2-1</u>
STATE OF IDAHO) ss.	
County of Ada)	
This record was acknowledged before me of Little as Development Services Manager of the Cynthin Prenunce	
Signature of notary public My commission expires: 6/7/2027	CYNTHIA RASAVAGE Notary Public State of Idaho Commission # 20212646 Commission Expires 6/7/2027

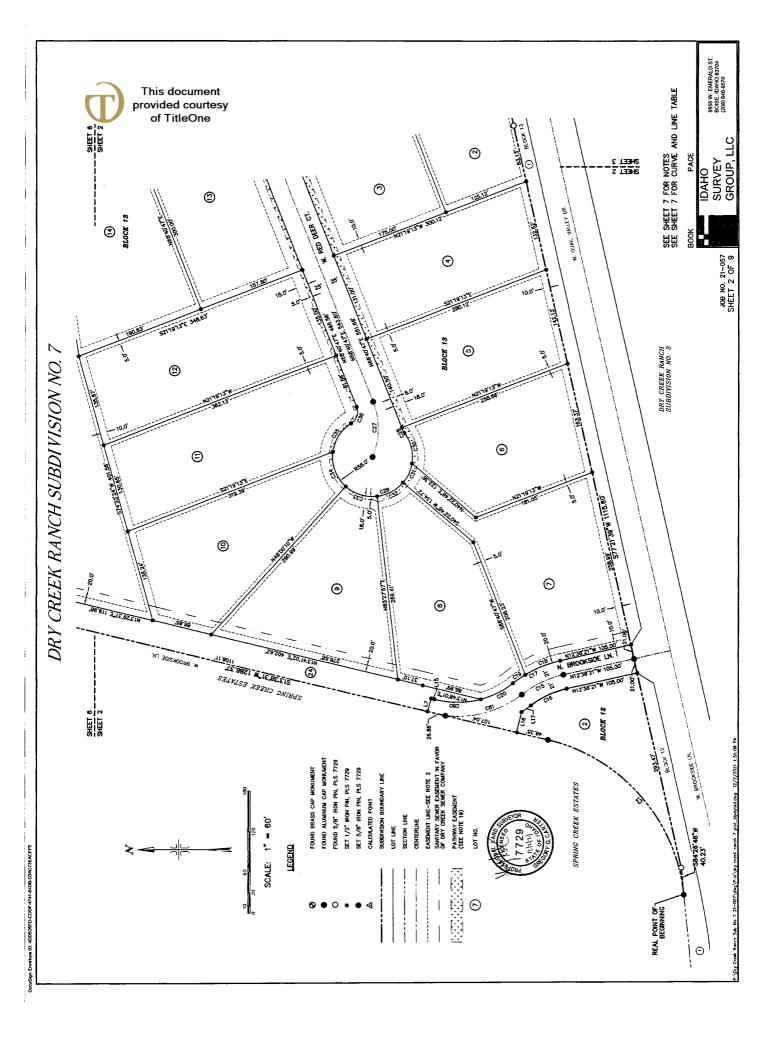
Schedule of Exhibits:

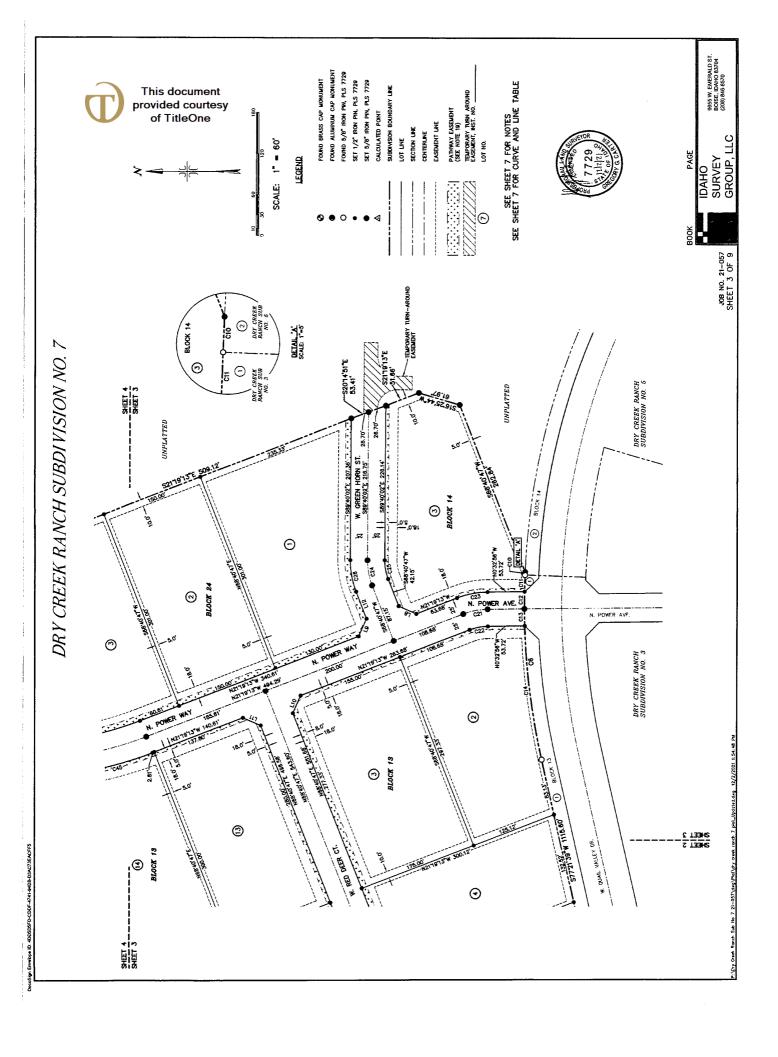
Exhibit A – Plat of Subdivision and Identification of Servient Parcels Exhibit B – Identification of Dominant Estate (Depiction of ACHD ROW)

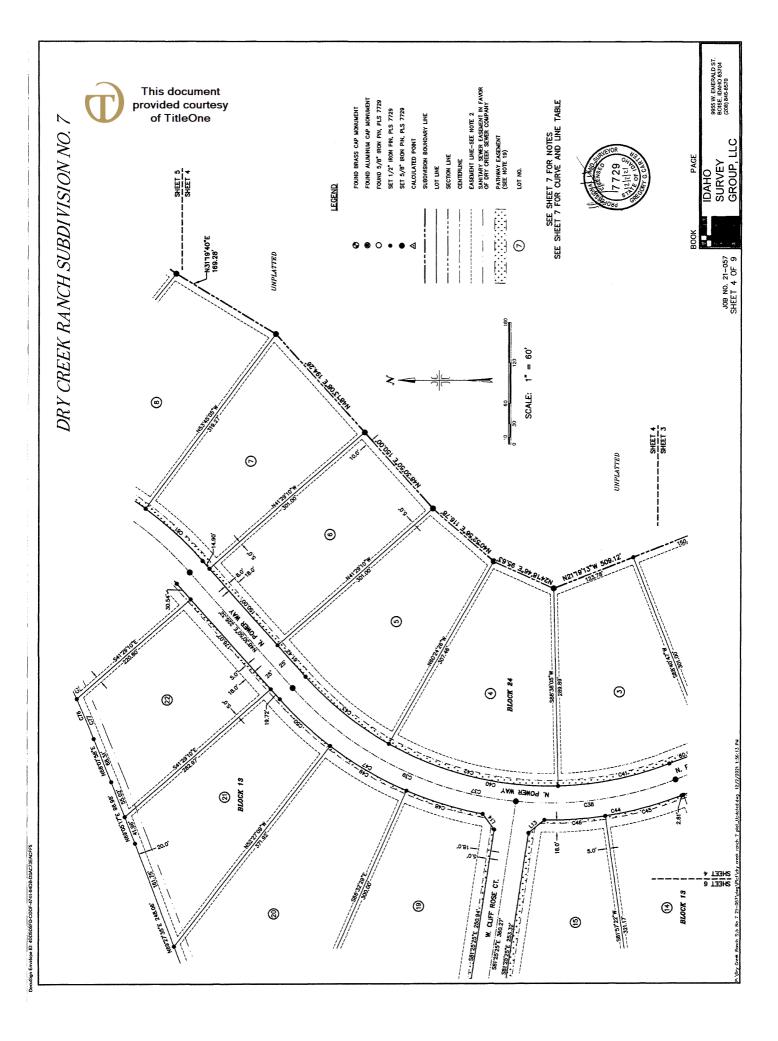
The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.



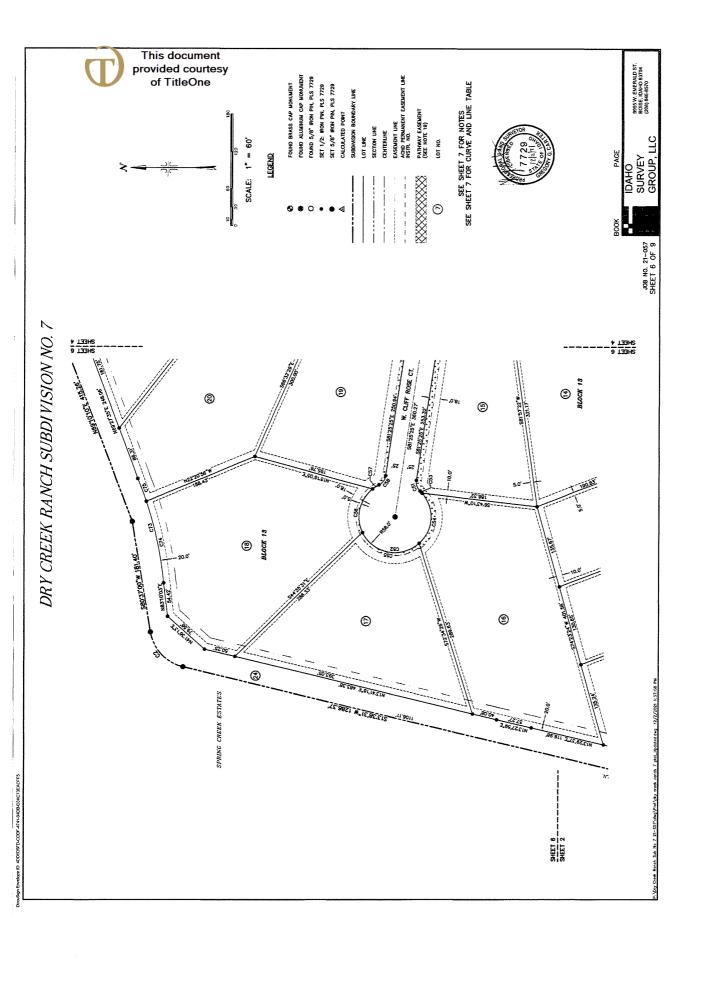








DocuSign Emwlope ID: 4DDSDSFD-CDDF-4741-04DB-D3AC73EACFFS



Docusian Envisor ID: 400505FD-CD0F-4741-9408-03AC73EACFFS



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CURINE TABLE	CHORD DIST.	301.24	77.25	11:43	60.03	68.74	11.11	275.29	17.31	25.00	26.27	4.36	24.28	25.00	25.00	197.12	66.89	57.52	76.25
	LDIGTH	321.30	81.83	8:0	60.97	68.84	11.11	276.07	17.34	25.10	26.39	4.38	24,28	23.00	25.00	197.41	67.45	58.01	76.90
	RADRUS	260.00	20.00	37	100.00	60.00	275.00	1054.00	80.00	80.00	90.00	1054.00	1054.00	1054.00	1054.00	1054.00	150.00	129.00	171.00
	SUR.	5	5	Ţ	8	ž	8	8	c2	8	8	윤	듄	C12	C13	3	g	218	5
	8	L	Ľ	1	۲		_	Ľ		Ľ		Ľ	Ľ	_	ت	٥	Ľ		Ľ
BE	CNIGA			\$303010°E	N3622'22'W			L	1										
UNE TABLE	CNIGA	DEAMING	NGC DR 20 F	j		#.00,00%N	3,31,76,000	300.47.000	3,70,77,72	NOTVAN'A7'E	W.T. OLUMN	3.E1.0.13.E	2018100	- CER.40,47,m	5.40,40,04.E	184m2'20°C	207 (040)	war,orech	8000

			CURNE TABLE			_			
CURVE	RADRUS	EPICIH.	CHORD DIST.	CHORD BIRG.	OB.TA	81	GRVE	RADIUS	9
લ	260.00	321.30	301.24	N49'02'37"E	70'48'12"	ت	C42	475.00	2
ដ	70.00	81.83	77.25	N47'07'38'E	60'58'46"	لٽ	3	475.00	5
သ	100.00	26'09	60.03	N49 09 42 E	34,56,00		747	525.00	8
13	80.00	18'89	68.74	N58'20'49'E	491813		S 2	525.00	Ξ
೪	275.00	11.11	11.11	\$58'00'24"W	218'52"	Ľ	3	525.00	8
8	1054.00	276.07	275.29	S84'51'52"W	1500'27"	Ľ	3	525.00	₹
73	80.00	12.34	17.31	33754"20"W	1225'15"		3	525.00	≝
8	80.00	25.10	25.00	\$53'06'20"W	1758'46	Ľ	3	525.00	2
ප	90.00	26.39	26.27	S71.32'49"W	183412	Ľ	8	525.00	₽
85	1054.00	4.36	4.36	N67'45'03"W	014'16"	Ľ	5	20.00	=
Ę	1054.00	24.28	24.28	N88.31,47,W	119.12	٦	ş	58.00	8
C12	1054.00	23.00	25.00	N89'52'10"W	121'35		3	56.00	1
CI3	1054.00	25.00	25.00	888.46'17'W	121,33	Ľ	ş	58.00	×
5	1054.00	187.41	197.12	\$82.43,35*#	104353		38	58.00	2
CIB	150.00	67.45	66.89	W25'31'19"W	25.45.56	<u></u>	8	58.00	12
မှုသ	129.00	58.01	57.52	W2531,19"W	25'45'58"	Ľ	153	58.00	{=
C17	171.00	76.90	76.25	W25'31'19"W	25.45'56"	1	8	20.00	=
9 5	171.00	98.00	54.76	WZ15111 W	1875'39"	Ľ	35	500.00	8
613	171.00	21.90	21.89	W34.44.08_W	7.20'18"		ş	525.00	8
070	129.00	62.69	52.33	3,11,27.9ZS	2324'14"	Ľ	5	525.00	=
ιZO	100.00	38.25	36.05	M_90,95.01N	20'46'17"	تا	282	525.00	흗
8	75.00	27.19	27.04	M.SO.99.05N	20'46'17"		283	525.00	Ξ
C23	125.00	48.32	45.07	W.50,95.0IN	20'48'17"	لـــا	284	475.00	28
+ ₹3	100.00	37.79	37.57	S79'30'23"W	21:39,11*	ت	28	300.00	2
920	75.00	¥£.82	81.82	878'30'23"W	21.38,11	Ľ	ş	300.00	5
82	125.00	47.24	46.96	S79'30'23'W	21:36/11	Ľ	287	300.00	8
C27	107.52	82.31	80.32	\$89"23"16"E	4351'64"		8	275.00	ន
820	20.00	925	5.55	\$60'42'31"W	15'56'33"		ŝ	325.00	2
623	58.00	278.23	78.48	W.28.50.01S	274'51'18"	_	C20	325.00	8
3	58.00	47.07	45.79	N7539'06'E	46'29'43"		C74	325.00	12
ទី	58.00	31.53	31.14	\$6511'37'E	31'08'51"	ت	C72	325.00	۲,
232	58.00	43.62	42.59	528'04'37"E	4305'08"		23	595.01	=
3	58.00	49.13	47.67	S1743'57"W	48:32'08"		C74	595.01	2
ž	38.00	86.35	54.16	S69'49'48"W	55'40'16"	لــــــــــــــــــــــــــــــــــــــ	C75	595.01	ň
3	58.00	50.54	48.96	H57-22'18"W	49'55'41"	ت	678	1372.94	8
3	20.00	27.55	25.42	571'51'50"E	7854'45"	لٽا	C77	1372.94	
<u>ც</u>	500.00	609.42	572.39	S13'35'46"W	8950'03"	ت	678	1372.84	36
ž	500.00	235.89	233.71	S7'48'18"E	2701'51"		C79	174.93	¥
වී	900.00	373.53	364.90	\$27'06'44"W	42'46'12"	لــــا	083	129.00	9
₹	475.00	578.95	543.77	S13'35'48"₩	69:50:03	لـــا	뚕	150.00	=
3	475.00	165.43	164.60	S11'20'34"E	1957'18"				

	1	Š	CHORD DIST	CHORD BRO	2
5	475.00	256.65	253.54	S14'06'50"W	305729*
3	475.00	156.86	156,15	\$39.03'12"W	1835'15*
#	525.00	203.87	202.59	\$1011'45"E	2274'86"
C45	525.00	115.19	114.98	S15'02'05"E	1234'17"
3	525.00	88.68	88.57	\$3.24,37°E	9.40'39"
C47	525.00	345.94	339.72	S29'36'12"W	37.45'16"
C48	525.00	116.36	116.12	S17'06'32"W	12'41'57"
95	525.00	129.10	128.77	W_11,0£.0£S	14.05'20"
020	525.00	100.48	100.33	W_06'10'5A'	10'57'59"
C51	20.00	19.12	18.40	87111'37"W	54'45'56"
C52	58.00	293.09	66.92	88.34,32°W	289'31'52"
33	58.00	44	4.44	N48'00'11"E	4.53.04
19	58.00	90.62	81.68	\$8702'35"E	89'31'23"
33	58.00	107.81	92.95	S10'58'14"W	106'30'15"
8	58.00	78.24	72.44	W77077N	771730
55	58.00	11.97	11.95	N32'34'19"W	11.49.40
CS8	20.00	19.12	18.40	\$5402'27*E	54'45'56"
650	500.00	294.83	290.68	N313717E	33'47'06"
90	525.00	309.57	305.11	N313717E	33'47'06"
8	525.00	112.39	112.17	N42'22'52"E	1215'55
C82	525.00	186.55	184.59	N28'07'25"E	2015'00"
8	525.00	11.64	11.64	N1521'49'E	116'12"
482	475.00	280.09	276.05	N313717E	33.47'06"
282	300.00	232.66	228.87	\$36.96,47,W	44'28'08"
88	300.00	179.57	178.90	S31.52,38.W	3417'43"
28	300.00	53.09	53.02	S54'05'38"W	10'08'23"
88	275.00	202.24	187.71	S35'47'48'W	42'08'10"
80	325.00	151.38	150.01	\$28'04'20"W	26.41'13"
22	325.00	29.34	29.33	S1718'35"W	510'24"
5	325.00	122.03	121.32	S30'38'32"W	21:30'49"
C72	325.00	10.48	10.48	S5814"25"W	1'50'50"
c)3	595.01	175.06	174.42	N7805'33'E	16'51'24"
¢24	595.01	136.07	135.77	N77-58'10"E	13:06:09
C75	595.01	38.98	38.98	N69'32'28"E	3.45'14"
678	1372.94	89.94	89.93	N6615'21'E	3.45'13"
C77	1372.94	63.41	63.41	N66'48'34"E	2'38'47"
C78	1372.94	26.53	28.53	N64'55'58'E	1706'26"
623	174.93	45.64	45.71	N60'37'35"E	15'00'33"
083	129.00	64.69	67.21	W-95'50'02	3012,00
8	150.00	118.41	115.36	S15'47'27"E	4513'42"



CURVE TABLE

NOTES.

1. URANIU BILDONG STRACK LINES SHALL RE IN ACCRONICE WITH THE TONGO ON A CORPINATE ALL THE TONGO ON A CORPINATE ALL THE TONGO ON THE THEORY OF ISSUANCE OF HAVE BLOWNED PENALT. ALL LOT AND THE TONGO ON THE PENALD STRANDARDS ESTABLISHED IN THE ZONGO ON THE PENALD STRANDARDS STRANDARDS WITH STRANDARDS AND THE SOURCE OF THE STRANDARD ON THE SOURCE OF THE STRANDARD ON THE SOURCE OF THE SO

any resubonsion of this plat shall comply with the applicable regulations in effect at the time of resubonsion.

THE LAND WITHEN THIS PLAT IS NOT WITHIN AN INDICATION OISTRICT AS DEFINED IN IDAHO CODE 31—3805, AND THE REQUIREMENTS IN IDAHO CODE 31—3805 ARE NOT APPLICABLE.

THIS DEPLOPMENT RECOGNEES DANIO CODE SECTION 122–1803, RIGHT TO FARM ACT, MANG STATES. NO AGROLLINGAL PERMICHING RECAMBLE OF MONEY STATES. NO AGROLLINGAL PERMICHINGAL PERMICH OR DEPLACED TO RECAMBLE OF MICHAED TO RESERVE THE CONTROLLING SECTION STATES. NAT CHANGED TO RESERVE AGROLLING SECTION STATES THE CARCINITIST OF THE THIS EXEMINATE FOR LINES THAN ONE (1) "FLAN, WEST INTEL AGRITICAL PROPERTY OF THE THAN ONE (1)" THE MICHAEL SECTION STATES. THE THIN OF THE CONTROLLING STATES THAN OF THE PROPERTY OF THIS SECTION STALL NOT AFTOT WHICH A MICHAEL SECTION STALL NOT A MICHAEL SE

AN EIGHTEN (18) FOOT WOE ACH PEPPETUAL STORM WATER DRAWINGE EASEMENT (KON-EXCURNE), RECORDED AS NET IN Profess (WAY. 18 HEREBY DESWANTED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT OF WAY.

LOT 2, BLOCK 12, LOT 24, BLOCK 13, LOT 1, BLOCK 25, ARE COMMON LOTS TO BE OWNED BY THE BRY DEFENDENCE? ASSOCIATION AND SHALL BE SUBJECT TO A BLAWART PHEALS UTILITIES AND LOT PORNINGE EXSENSY.

THIS SUBDIVISION IS SERVICED BY A PRIVATE SEMEN COMPLAYY OR DISTRICT, WHICH IS NOT RECOLUTED BY THE DAYAND POBLIC DISTRIES COMPASSION. FEES, INCLUDING USER FEES AND MAINTENANCE FEES, AND SUBJECT TO FULCTION INC.

THIS SUBDIVISION IS SERVICED BY A PROVATE DRIWING WATER SYSTEM, WHICH BE REGULATED BY THE ELEMON PAULE UTILITIES COMMENSION. FEES, INCLUDING USER FEES AND STREET ARD INVESTIGATION.

THE ADA COMITY LANDTIL ADADINS DRY CREEK RANCH PROPERTY ON 113 SOUTHERN BOARDARY, WITH THA ACTIVE LANDFILL SITES ENVISABLED TO OPERATE FOR EIGHT PIVE (69) MORE FEARS ON APPROXIMATELY THENTY SEVEN HANDRED (2700) ACRES WERE

THERE IS WIDNE WARTATH THE AREA OF DRY CREEK RANCH. DAWKE TO WISHOWN BY WIGHTER SHALL WE THE RESPONSEMENT OF THE WARMAN LLOT OWNER AND SHALL HOTT BE THE RESPONSEMENT OF THE STATE OF DAWLO OF ADMORPHING MAN WARMAN WARMAN THE WARMAN THE STATE OF BANDOWN BE LIABLE FOR WIDNIE DEPREDATION.

12. FIRST AMENIMENT TO DEVELOPMENT AGREDMENT #8205 INSTR. NO. 2017-019977.

THE LOTS IN THIS SUBDIVISION SHALL BE SUBJECT TO THE WASTER CCAR'S INSTR. NO. 2018–088112 AND AS MAY BE AMENDED FROM THE TO TIME. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE REQULATIONS OF ADA COUNTY CODE, SECTION 8-38 (MIDLAND-URBAN FIRE INTERFACE OVERLAY DISTRICT).

18. DOUBLE FRONTING LOTS SHALL HAVE RESTRICTED ACCESS TO ONE STREET ONLY. SEE TABLE ON SMEET ONE FOR STREET LOT ACCESS DESIGNATION.

16. DRECT LOT OR PARCEL ACCESS TO W. QUAR, VALLEY DR. AND W. BROOKSIDE LANE IS PROHIBITED.

17. ACHD TELPORARY LICENSE AGREELENT INSTR. NO.

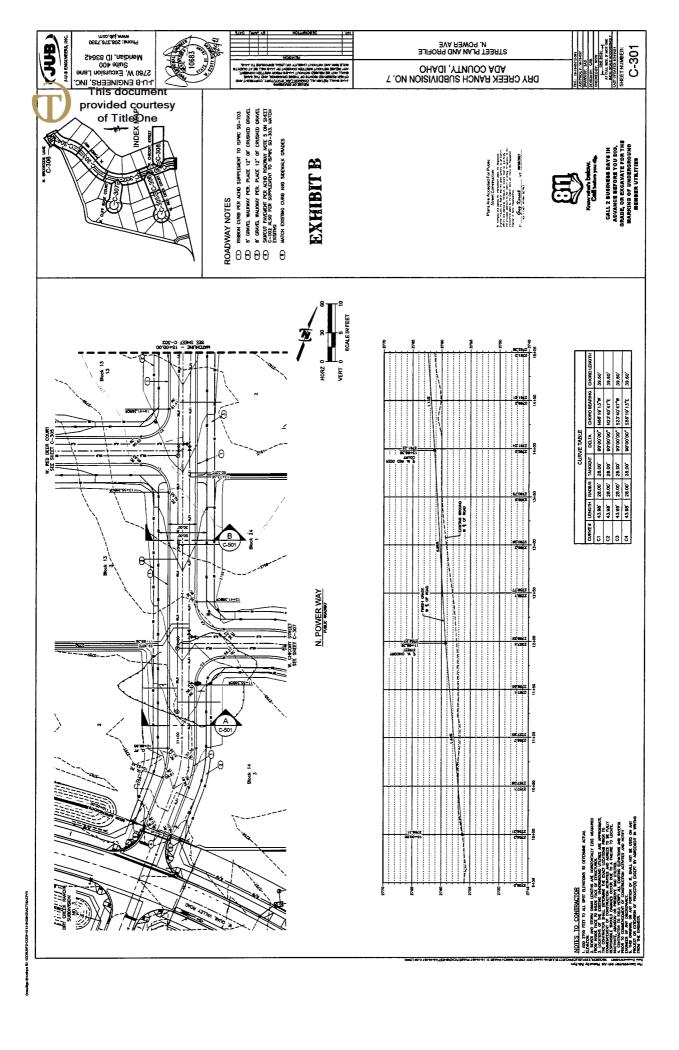
18. A PORTION OF LOT 24, BLOCK 13 IS SUBJECT TO AN EXISTING ACHD PERJAMENT EASEMENT FOR N. BROCKSIDE LANE INST. NO.

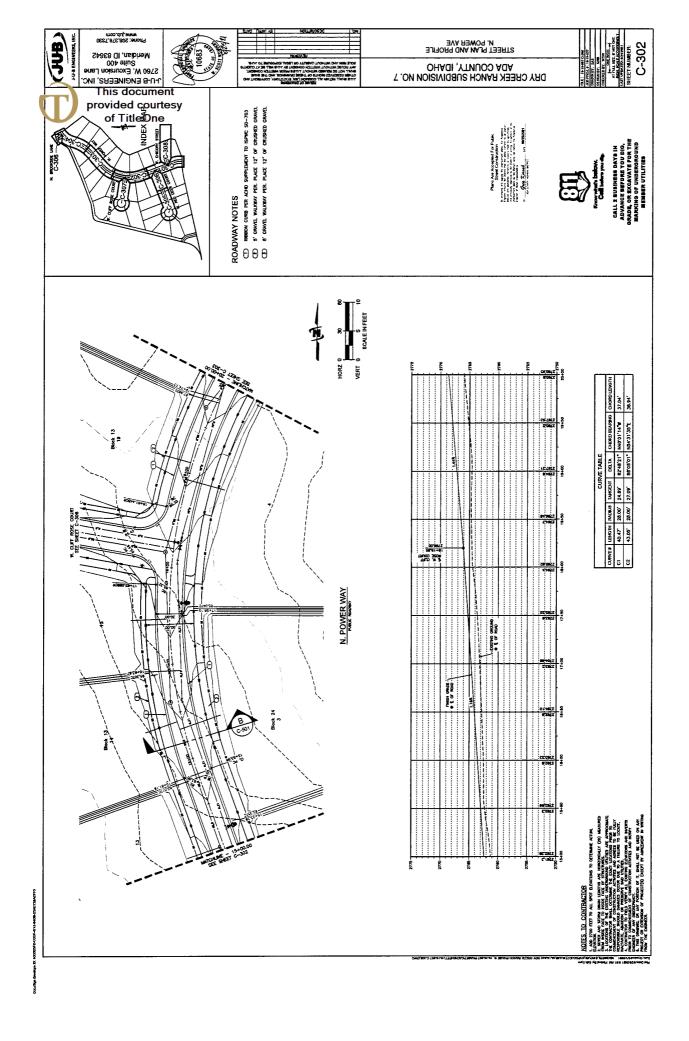
19. A PATHWAY EASSLENT IN FAVOR OF THE DRY CREEK HOMEOWHETS" ASSOCIATION IS THEREBY DESCRIPTED ALONG ALL LOT LIMES COMAION TO A PUBLIC RIGHT-OF-WAY AS UMBANNON WHIS PLAT.

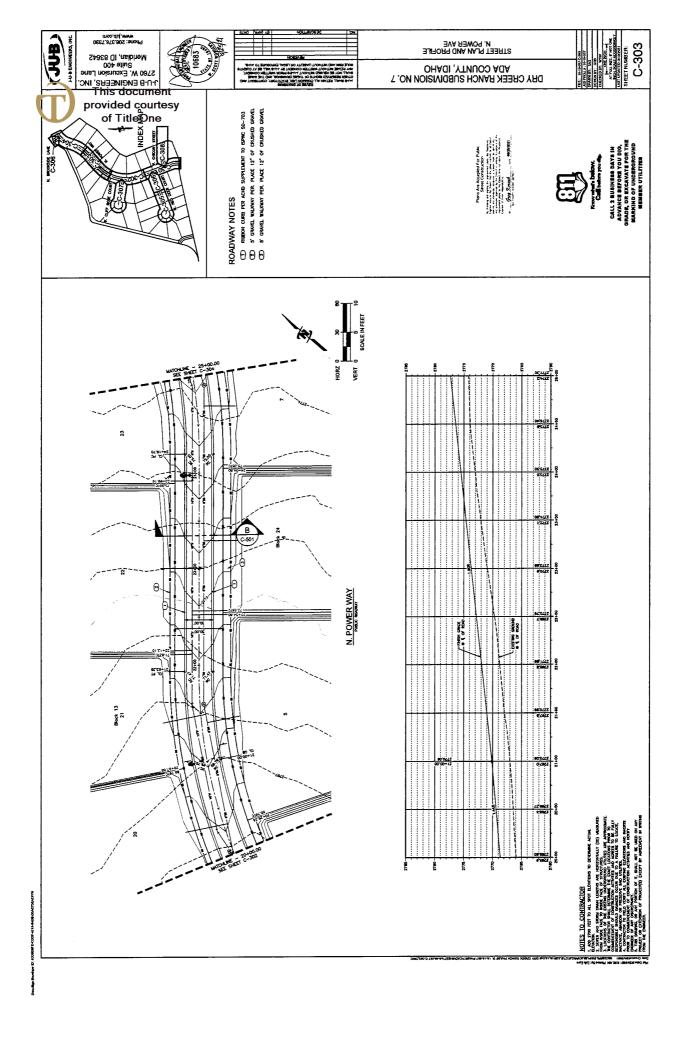
SURVEY GROUP, LLC PAGE IDAHO

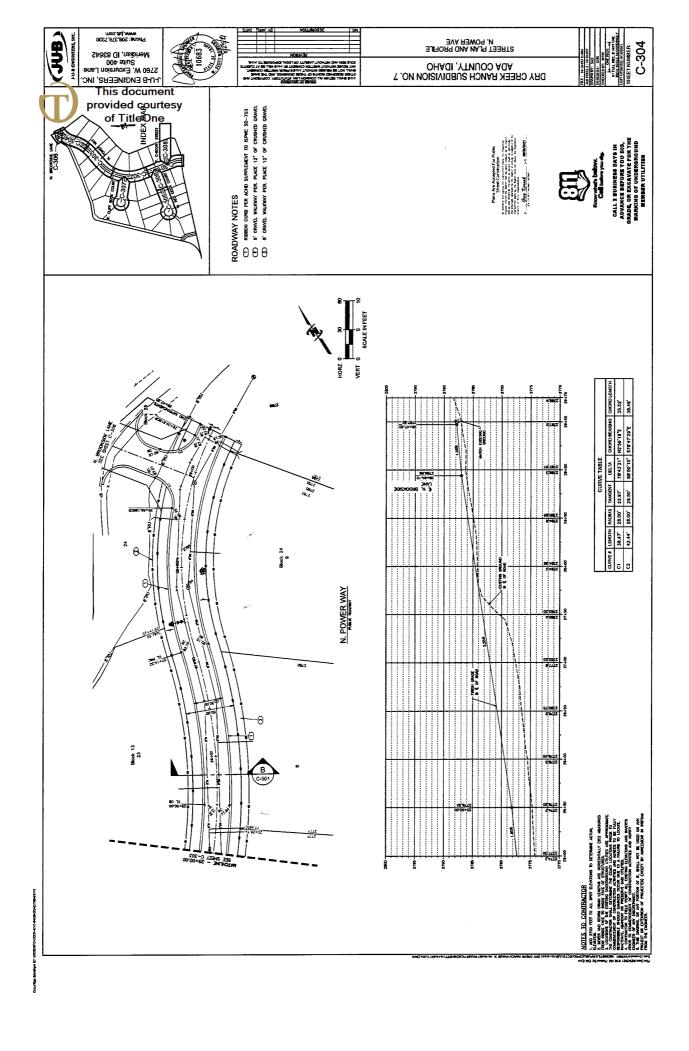
8955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

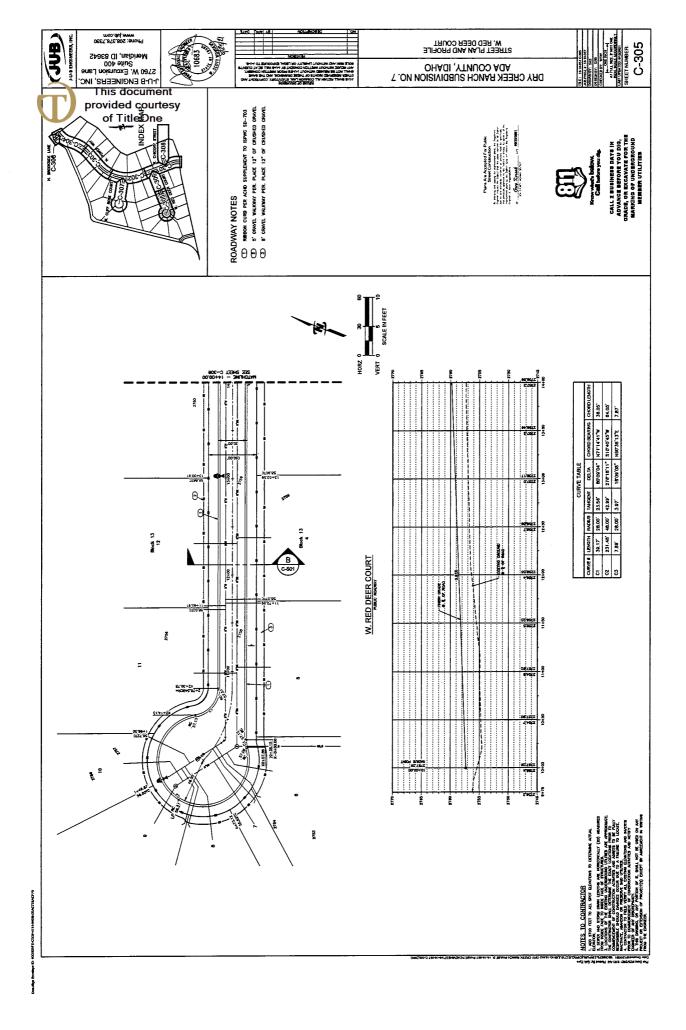
JOB NO. 21-057 SHEET 7 OF 9

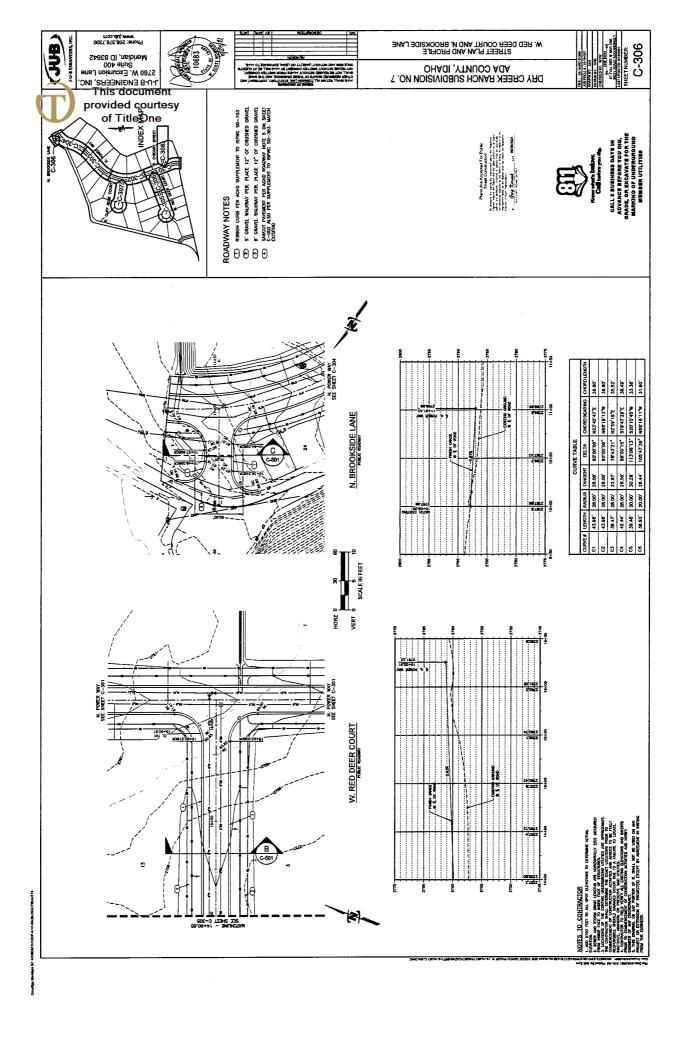


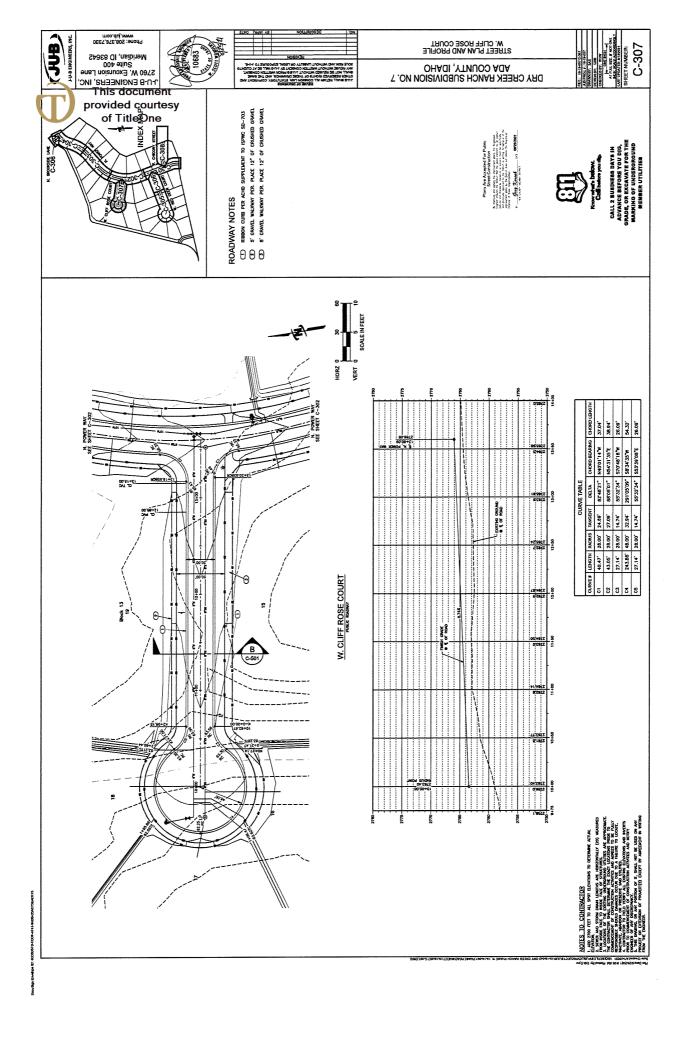


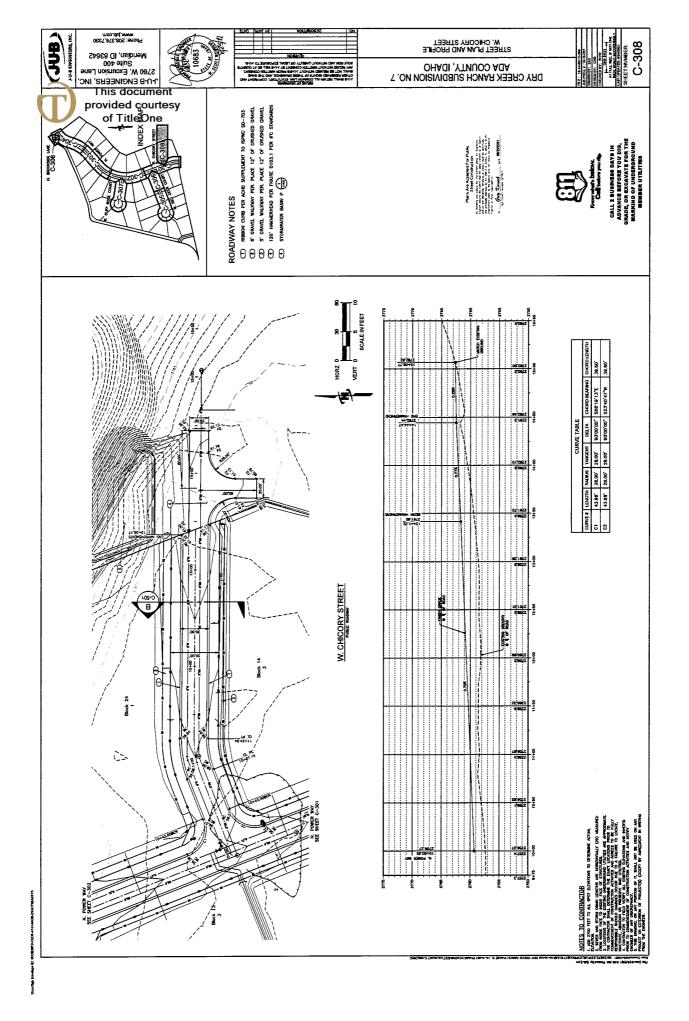


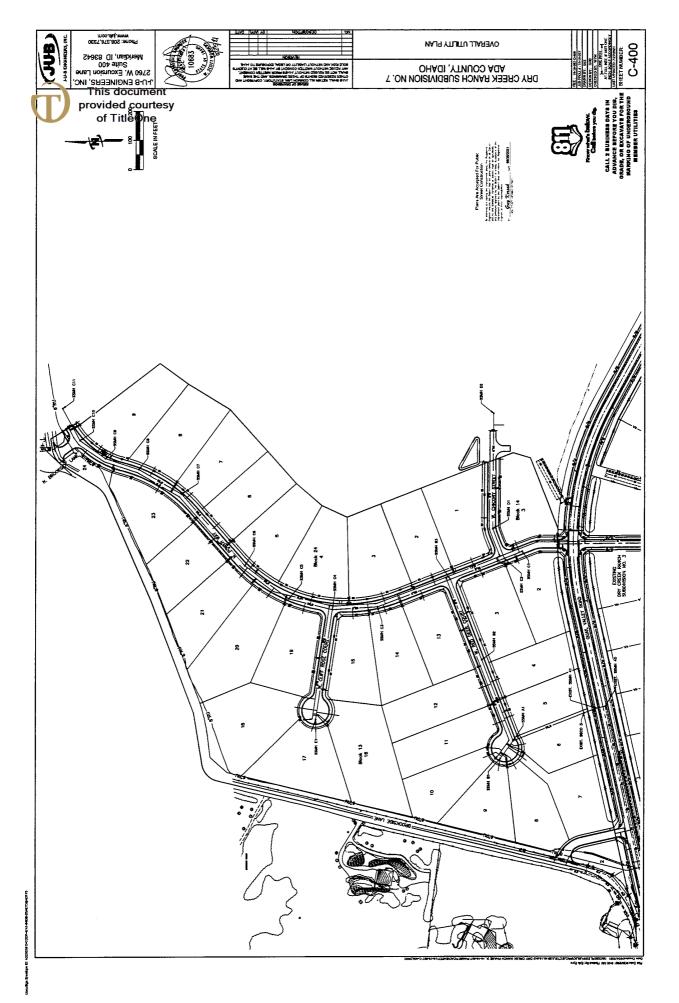


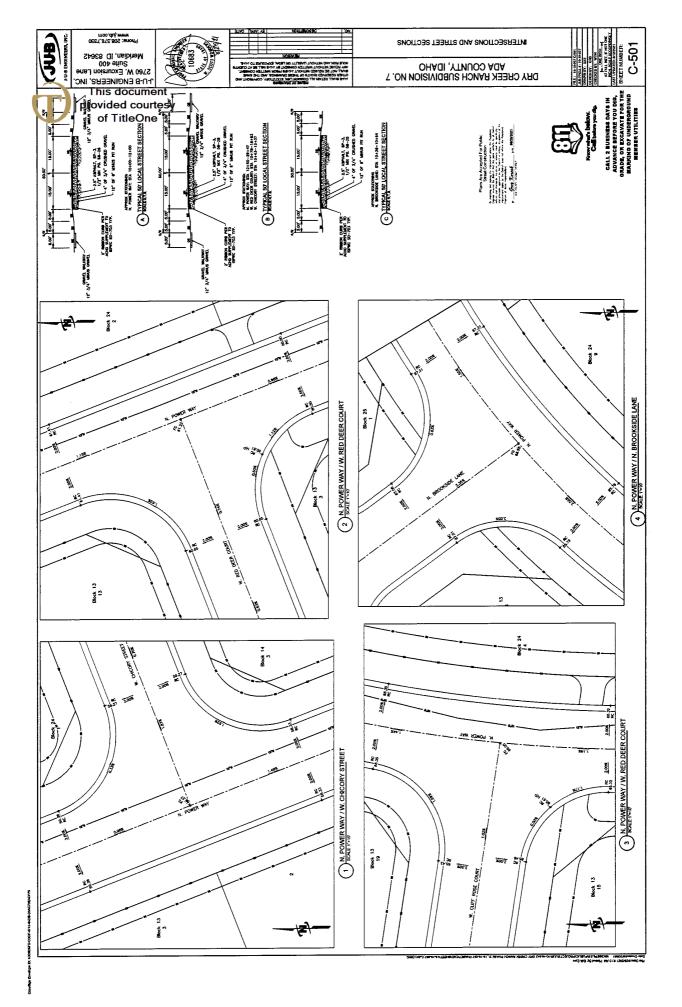














DRY CREEK RANCH

EXHIBIT C

ACHD NON-EXCLUSIVE PERPETUAL STORM WATER DRAINAGE EASEMENT

EIGHTH SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DRY CREEK RANCH PLANNED COMMUNITY – Exhibit C

T 5N, R 2E, Sec 30

EXHIBIT "C"

This document provided courtesy of TitleOne

SUBP21-0028

Dry Creek Ranch Subdivision No. 7

ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=23 CHE FOWLER ADA COUNTY HIGHWAY DISTRICT

2021-173103 12/08/2021 11:18 AM NO FEE

(space reserved for recording)

PERPETUAL STORM WATER DRAINAGE EASEMENT (Non-Exclusive)

This Non-Exclusive Perpetual Storm Water Drainage Easement (this "Easement") is made as of the <u>lift</u> day of <u>Aforth lift</u>, 2021, by and between **Brookside Developers, Inc** an Idaho corporation ("Grantor") and **Ada County Highway District**, a body politic and corporate of the State of Idaho ("ACHD").

WITNESSETH:

For good and sufficient consideration it is agreed:

Section 1. Recitals.

- 1.1 Grantor owns certain parcels of real property located in Ada County, Idaho, including platted lots located within Phase 7 of Dry Creek Ranch Planned Community (the "Subdivision"), which parcels are described and depicted on Exhibit A attached hereto (the "Servient Parcels"). The Servient Parcels are each adjacent to a public street under the jurisdiction of ACHD, each of which are described and depicted on Exhibit B attached hereto (hereinafter the "Dominant Estate").
- 1.2 The Servient Parcels are larger, platted lots that are part of an area of the Subdivision that is designed to include a rural, equestrian feel and layout, including rural street sections with ribbon curb and horse paths adjacent to (but not included in) the Dominant Estate. Rather than including the type of storm water drainage system facilities that ACHD might require in typical residential projects, the Servient Parcels are instead graded to permit storm drain run off to "sheet flow" from the Dominant Estate onto the Servient Parcels, with the Servient Parcels, in turn, being graded and sized to allow such storm drain run off to be absorbed within the Easement Areas (defined below) within the Servient Parcels and not drain back onto the roads.
- 1.3. After Acceptance (as defined below) by ACHD, the Dominant Estate will become a part of ACHD's highway system. The portion of the Servient Parcels subject to the Easement Areas will, in turn, be subject to the rights and restrictions set forth herein. To

N



Dry Creek Ranch Subdivision No. 7 T 5N, R 2E, Sec 30

(space reserved for recording)

PERPETUAL STORM WATER DRAINAGE EASEMENT (Non-Exclusive)

This Non-Exclusive Perpetual Storm Water Drainage Easement (this "Easement") is made as of the $\frac{4^{th}}{4^{th}}$ day of $\frac{1}{2^{th}}$ day of $\frac{1}{2^{th}}$, 2021, by and between **Brookside Developers**, Inc an Idaho corporation ("Grantor") and **Ada County Highway District**, a body politic and corporate of the State of Idaho ("ACHD").

WITNESSETH:

For good and sufficient consideration it is agreed:

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- 1.3. After Acceptance (as defined below) by ACHD, the Dominant Estate will become a part of ACHD's highway system. The portion of the Servient Parcels subject to the Easement Areas will, in turn, be subject to the rights and restrictions set forth herein. To





formalize such transfer ACHD desires to obtain this Easement from Grantor and Grantor is willing to grant such Easement to ACHD all on the terms and conditions hereinafter set forth

Section 2. Grant of Easement.

- 2.1 For the period and on the terms and conditions hereinafter set forth, for the benefit of the Dominant Estate, Grantor hereby grants to ACHD an easement on and under a portion of the Servient Parcels for the retention of storm water from the Dominant Estate (hereafter, the "Authorized Use") to, into, on, under, over and across that certain portion of the Servient Parcels identified in keynote 6 of the recorded final plat of the Subdivision (the "Easement Areas").
- 2.2 The Easement herein granted is not exclusive to ACHD. ACHD acknowledges that the Easement Areas contain numerous other improvements, utilities and landscaping, and that Grantor contemplates installing future improvements, installation of irrigation pressure lines and related facilities, utilities and landscaping in the Easement Areas. ACHD further acknowledges that Grantor and its grantees and licensees (including future grantees and licensees) may use the Easement Areas for any lawful purpose provided that such use does not materially interfere with ACHD's Authorized Use of the Easement Areas. If any structures, fences, landscaping or other improvements are constructed or planted on the Easement Areas in the future and such improvements interfere with the Authorized Use by diverting stormwater back onto the roadway, then such improvements must be removed in order for ACHD to perform its obligations, the costs of removal and replacement or restoration of the said improvements shall be the sole obligation of the owner of such improvements.

Section 3. Construction; Acceptance; Repair and Maintenance; Warranties.

- 3.1 At Grantor's sole cost and expense, Grantor shall perform initial construction of the Servient Parcels including the Easement Areas (not to include fine grading and construction of subsequent residential improvements) in accordance with designs, plans and specifications prepared by JUB Engineers, dated February 10, 2021 and approved by ACHD on August 25, 2021 ("Engineered Plans"), and in compliance with all applicable statutes and good engineering practices. During construction Grantor shall give ACHD reasonable notice and opportunity to inspect the Easement Areas.
- 3.2 From and after the date ACHD gives Grantor written notice that ACHD accepts the Dominant Estate and has approved the initial construction of the Easement Areas in accordance with the Engineered Plans ("Acceptance"), Grantor shall have sole responsibility for the operation, maintenance, repair, replacement, reconstruction and, as applicable, enhancement of the Easement Areas at Grantor's sole expense. Grantor shall operate, maintain, repair, replace, and as necessary reconstruct the Easement Areas at all times in good and safe condition and in full compliance with all Applicable Laws and the Authorized Use, as described above.





Section 4. <u>Indemnification</u>.

- 4.1 Grantor shall indemnify, defend and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred in defense thereof) for damages, injury or death (collectively, "Claims") caused by or arising out of Grantor's, and or Grantor's agents negligent design, construction and installation of the Easement Areas or Grantor's and or Grantor's agents failure to construct the Easement Areas in accordance with the Engineered Plans.
- 4.2 Grantor shall indemnify and hold harmless ACHD and the Servient Parcels from and against any and all claims for liens or liens (including, without limitation, mechanics' and materialman's' liens) (collectively, "Mechanics' Liens') arising out of the construction and installation of the Servient Parcels.
- 4.3 Grantor shall indemnify and hold harmless ACHD, its Commissioners and employees, from and against all Claims caused by or arising out of the presence, use, generation, release, discharge, storage or disposal of Hazardous Materials from, in, on, or under the Servient Parcels.
- 4.4 Upon completion of the initial construction of the Servient Parcels in accordance with the Engineered Plans, Grantor shall indemnify, defend and save and hold harmless ACHD, its Commissioners and employees from and against all Claims, arising out of Grantor's use of the Easement Areas, its failure or neglect to maintain, repair, or replace as necessary the Easement Areas, and or the presence, use, generation, release, discharge, storage or disposal of Hazardous Materials in, on, or under the Easement Areas.
- 4.5 Grantor shall indemnify, defend and save and hold harmless ACHD and the Servient Parcels from and against any and all Mechanic's Liens arising out of Grantor's or Grantor's agent's activities or work on the Servient Parcels.
- 4.6 If ACHD consents to improvements and/or landscaping and/or Grantor's use proposed by Grantor under Sections 2.1 or 2.2, Grantor shall indemnify, defend and save and hold harmless ACHD, its Commissioners and employees, from and against all Claims, caused by or arising out of Grantor's use of the same, the construction, installation, maintenance and repair of such improvements and/or landscaping, and/or Grantor's failure to comply with applicable federal, state and local laws.
- **Section 5.** Term. The term of this Easement is perpetual.
- <u>Section 6.</u> <u>Covenants Run with the Land</u>. Throughout the term of this Easement, it shall be a burden upon the Servient Parcels and shall be appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.





<u>Section 7.</u> <u>Attorney's Fees and Costs.</u> In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

<u>Section 8</u>. <u>Exhibits</u>. All exhibits attached hereto and the recitals contained herein are incorporated as if set forth in full herein.

<u>Section 9.</u> <u>Successors and Assigns.</u> This Easement and the covenants and agreements made herein shall inure to the benefit of, and be binding upon, ACHD and Grantor, and their respective successors and assigns. After the real property is transferred to a successor the Grantor (or any other previous owner of any Servient Parcel) shall not be held liable for any breach or violation of this Easement.

Section 10. Modification. This Easement may not be amended in whole or in part except by written instrument, duly executed and acknowledged by the parties hereto, and recorded.

<u>Section 11</u>. <u>Notices</u>. All notices given pursuant to this Easement shall be in writing and shall be given by personal delivery, by United States Mail Certified, Return Receipt Requested, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below.

Grantor: Brookside Developers, Inc.

923 S. Bridgeway Place Eagle, Idaho 83616

ACHD: Ada County Highway District

3775 Adams Street

Garden City, Idaho 83714-6499

<u>Section 12.</u> <u>Recordation</u>. This Easement shall be recorded in the Real Property Records of Ada County, Idaho.

Section 13. Warranty of Authority to Execute.

- 13.1 The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.
- 13.2 If Grantor is not a natural person, the person(s) executing the Agreement on behalf of Grantor represent(s) and warrant(s) due authorization to do so on behalf of Grantor, and that upon execution of this Agreement on behalf of Grantor, the same is binding upon, and shall inure to the benefit, of Grantor.



This document

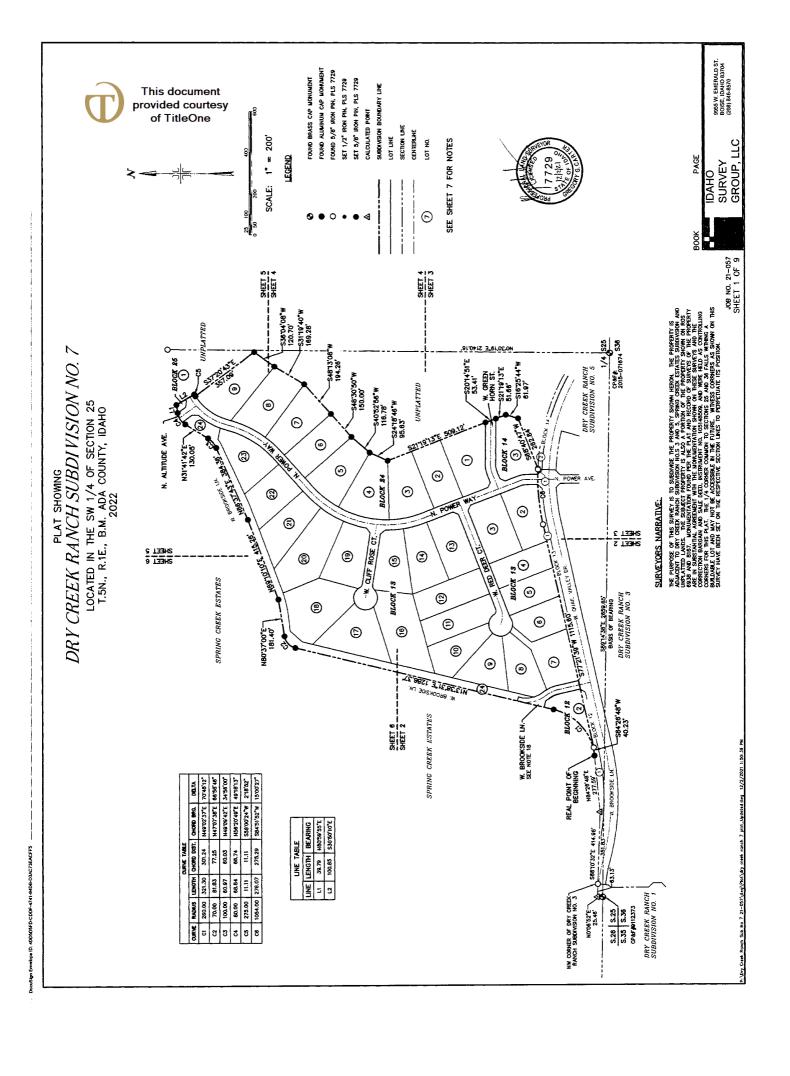
provided courtesy of TitleOne State of Idaho) ss.	
County of Ada)	
On this	poration that executed this instrument or the half of said Corporation, and acknowledged
IN WITNESS WHEREOF, I have here the day and year in this certificate first above	unto set my hand and affixed my official seal written.
STATE OF IDAHO Resi	ary Public for the State of Idaho iding atHu _Gunh Idaho commission expires:9-2-27
STATE OF IDAHO)) ss. County of Ada)	
This record was acknowledged before me or Little as Development Services Manager of the Cynthin Prenunce	
Signature of notary public My commission expires: 6/7/2027	CYNTHIA RASAVAGE Notary Public State of Idaho Commission # 20212646 Commission Expires 6/7/2027
Schodule of Exhibite:	

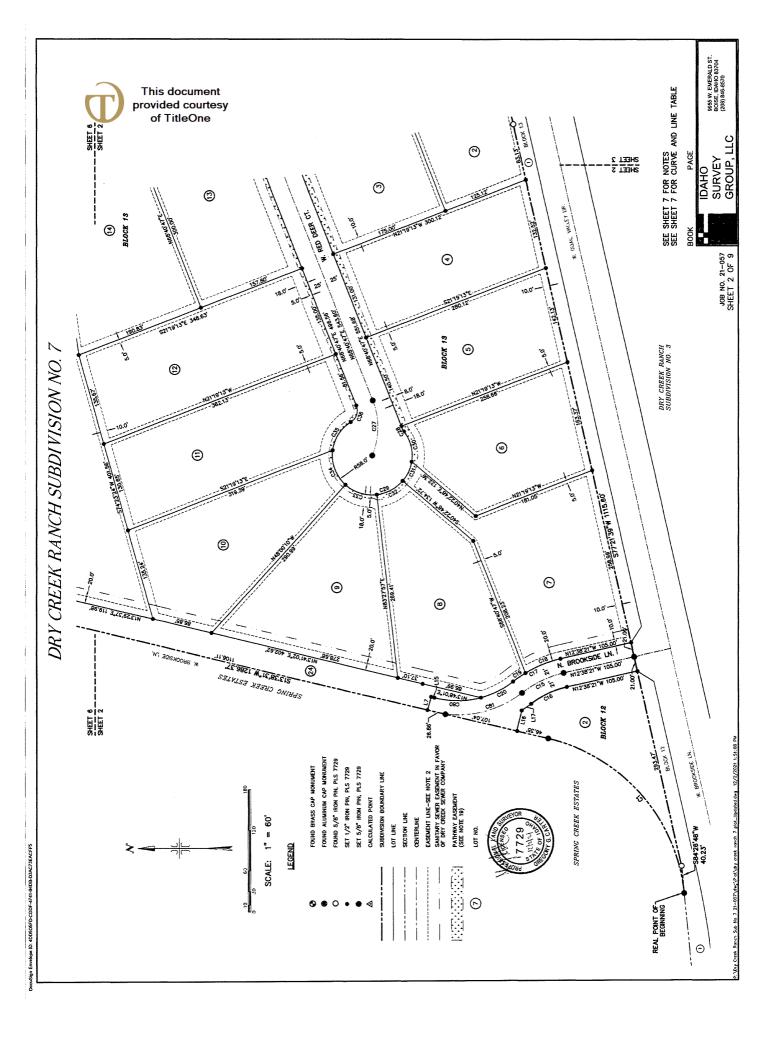
Schedule of Exhibits:

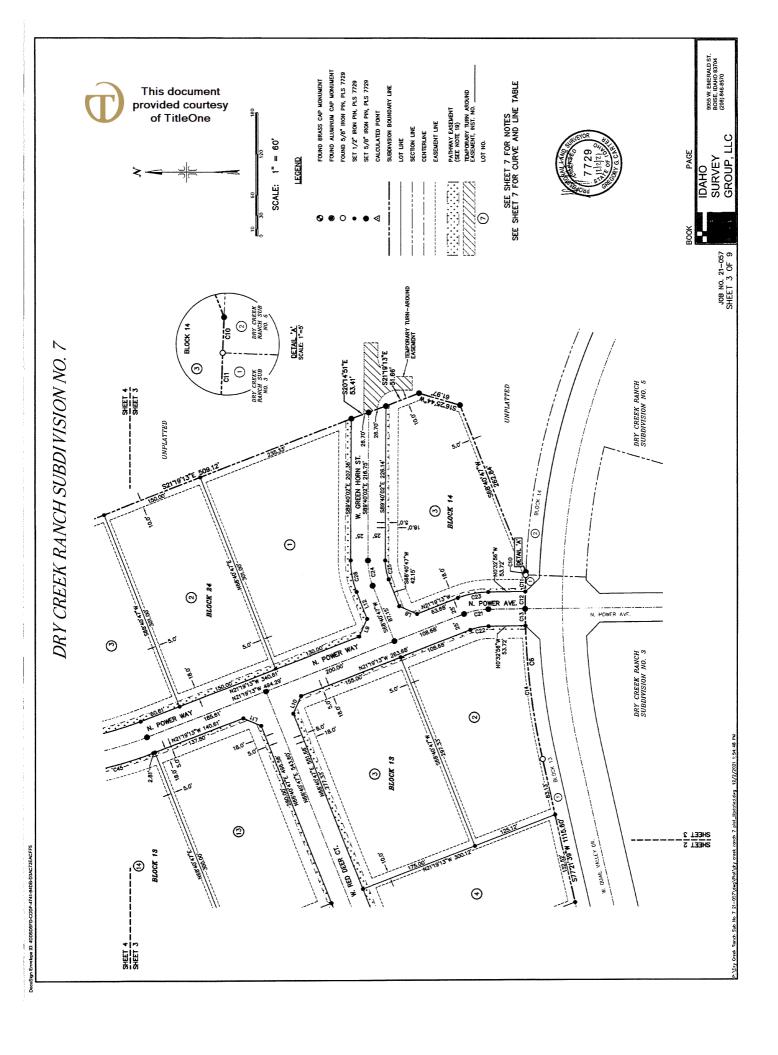
Exhibit A – Plat of Subdivision and Identification of Servient Parcels Exhibit B – Identification of Dominant Estate (Depiction of ACHD ROW)

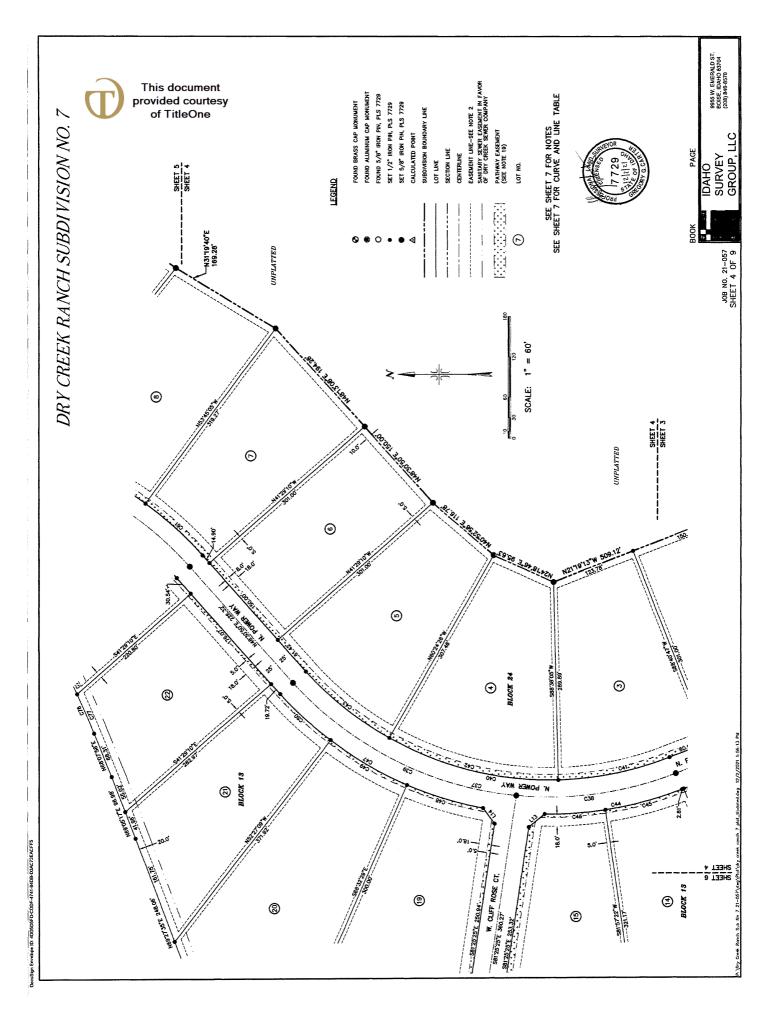
The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

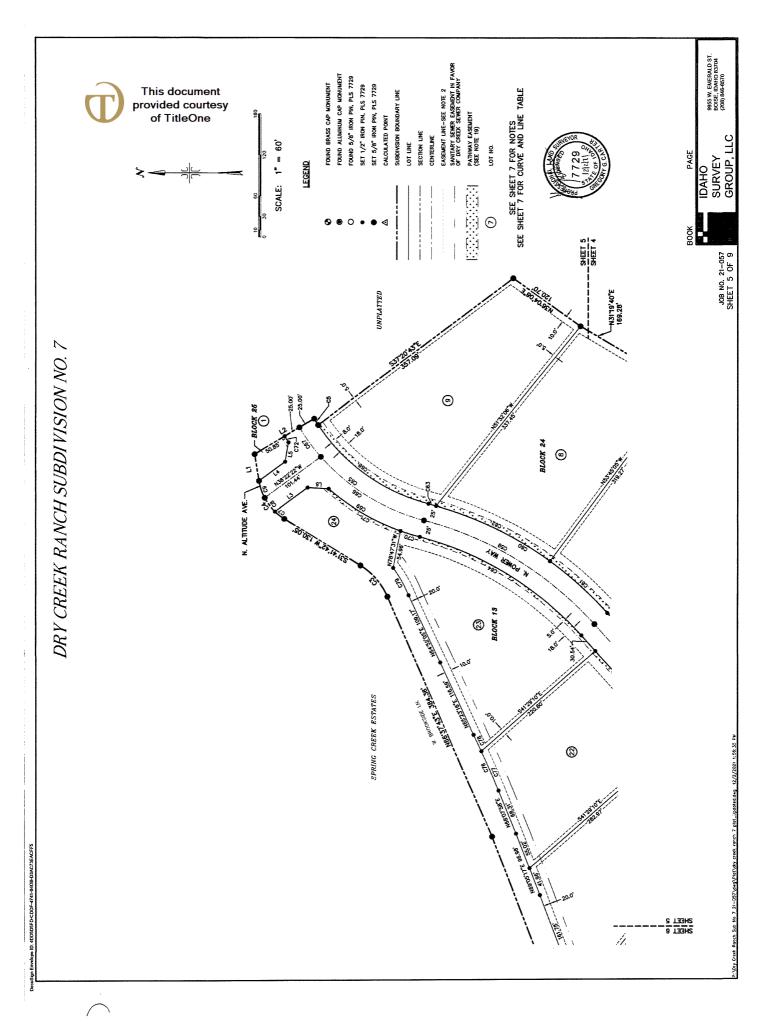


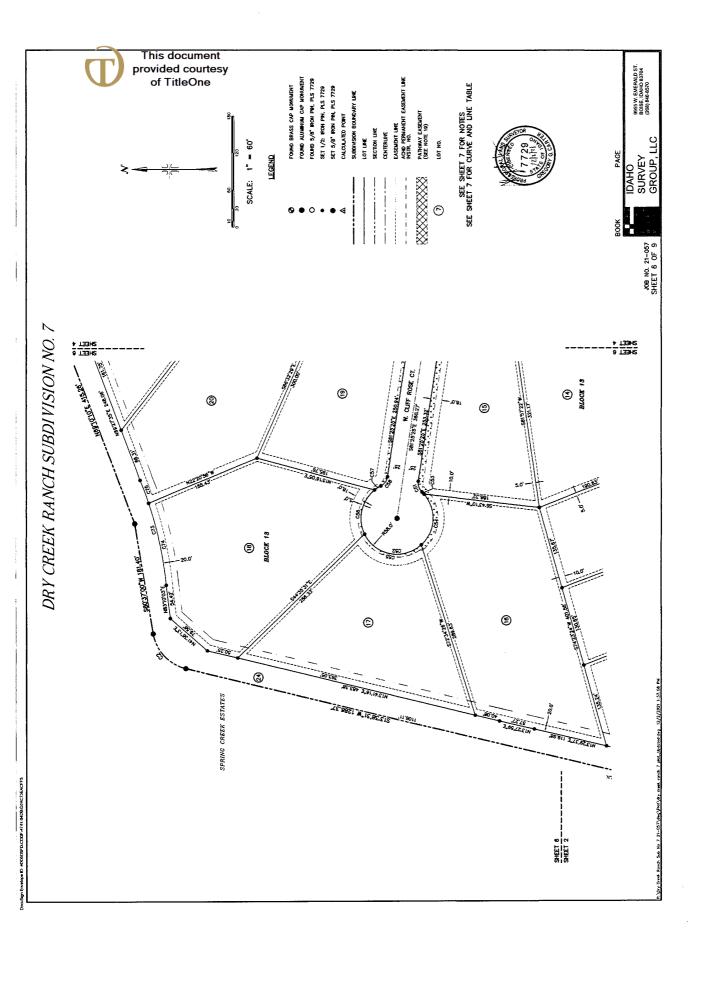






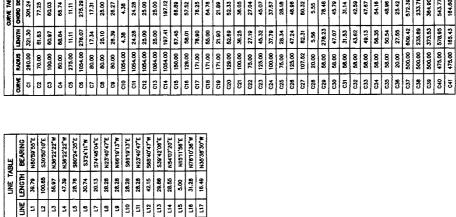






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			CURNE TABLE						
	RADRUS	HD4GH	CHORD DIST.	CHORD BIRG.	DELTA	CURVE	¥	RADRUS	š
	260.00	321.30	301.24	N49 02 37 E	7048'12"	3	~	475.00	8
_	70.00	61.83	77.25	N470738E	66'58'46"	3	2	475.00	ž
_	100.00	60.97	80.03	N49'09'42'E	34'56'00"	3	+	525.00	203
	60.00	68.84	96.74	N58'20'49'E	491813"	35		825.00	₽
$\overline{}$	275.00	11.11	11.1	\$5800'24"W	218'52"	3	œ	525.00	8
_	1054.00	276.07	275.29	S84'51'52"W	1500'27"	3	-	625.00	3
	80.00	17.34	17.31	\$37'54'20"W	1225'15"	3	œ.	525.00	2
	80.00	25.10	25.00	S53'06'20'W	1758'46"	3	9	525.00	52
$\overline{}$	90.00	26.39	26.27	87132'49"W	1854'12"	કુ	9	\$25.00	8
	1054.00	4.38	95.4	W_£0,5+.48N	014'16"	B	=	20.00	18
_	1054.00	24.28	24.28	N88'31'47"W	119'12"	85	2	28.00	283
_	1054.00	25.00	25.00	W89'52'10"W	121'33	8	12	58.00	7
_	1054.00	25.00	25.00	S88'46'17"W	121'33"	8	×	58.00	g
_	1054.00	197.41	197.12	S82'43'35 W	1043.53	3	2	28.00	5
	150.00	67.45	66.89	W25'31'19"W	25.45'56	35	92	58.00	5
	128.00	58.01	57.52	H25'31'19"W	25'45'56"	8	-	58.00	Ė
	171.00	78.90	76.25	W25'31'19"W	25'45'56"	3	9	20.00	≗
_	171.00	55.00	54.78	W21.21,11,M	1825'39"	3	9	200.00	ž
_	171.00	21.90	21.89	H34'44'09"W	720'18"	8	9	525.00	Š
_	129.00	52.69	52.33	3,11,2 1 .975	23'24'14"	8	ē	525.00	12
1	100.00	38.25	36.05	W10"58"08"W	20'46'17"	282	2	525.00	霓
	75.00	27.19	27.04	M. 90,95.0IN	20'46'17"	8	2	525.00	È
_	125.00	45.32	45.07	M_90,95,01N	20'46'17"	8	±	475.00	380
	100.00	57.70	37.57	\$79'30'23"W	21:39'11"	8	2	300.00	232
, –	75.00	28.34	28.18	S79'30'23"W	21'39'11"	8	92	300.00	2
	125.00	47.24	46.96	S79'30'23"W	21'39'11"	8	5	300.00	3
_	107.52	82.31	60.32	S89"23"16"E	43'51'64"	8	8	275.00	8
_	20.00	5.56	5.55	S60'42'31"W	155633	8	ě	325.00	5
	58.00	278.23	78.48	W.25'60'012	2745118	5	670	325.00	8
	58.00	47.07	45.79	N75'59'06"E	48.29.43	5	КZ	325.00	122
	58.00	31.53	31.14	S65'11'37'E	31'08'51"	C72	2	325.00	ă
_	58.00	43.62	42.59	\$28'04'37"E	4305'08"	C	673	595.01	175
	38.00	49.13	47.67	S174357W	48.32,08	*22	*	595.01	2
	58.00	56.35	54.16	S69'49'48"W	55'40'16"	62	675	595.01	8
	58.00	50.54	48.96	W57722'18"W	4936,41	ε	9/3	1372.94	89
	20.00	27.65	25.42	3,09,19,175	7854'45"	<i>4</i> 2	4	1372.84	ន
	300.00	609.42	572.39	S13'35'48'W	6950'03	C)	678	1372.94	26
	900.00	235.69	233.71	S7.48'18"E	2701'51"	δ	623	174.93	ą.
	200.00	373.53	364.90	\$27.08'44"₩	42.48'12"	8	8	129.00	5
	475.00	578.95	543.77	S13"35"48"W	69'50'03"	8	8	150.00	=
	475.00	165.43	164.60	S11'20'34"E	1957'16"				ı

-	-		-		
3	475.00	256.65	253.54	S14.06'50'W	305729
3	475.00	156.86	156.15	\$39'03'12"W	18755'15"
3	525.00	203.87	202.59	S1071'45"E	2274'56
545	825.00	115.19	114.96	3,50,70.518	12:34:17"
8	525.00	88.68	88.57	33'54'37'E	9'40'39"
C#2	525.00	345.94	339.72	W_21,96.62S	37.45'16"
8	525.00	116.38	116.12	S17'06'32"W	12'41'57"
845	525.00	129.10	128.77	M_11,05.05S	14.05,50
95	525.00	100.48	100.33	M_OG,IO.SYS	10'57'59"
ĩ	20.00	19.12	18.40	M_26,11.12S	24.45,26
C\$2	98.00	293.09	66.92	M_SE,#E.8S	28,12,882
553	58.00	4.44	4.44	N48'00'11"E	423.04
ž	58.00	90.62	81.68	\$87.02'35"E	89'31'23"
8	38.00	107.81	92.95	W*+1'82'012	106'30'15"
85	58.00	78.24	72.44	W-16'70'77N	7717'30"
છે	58.00	11.97	11.95	N32'34'19"W	11.49,40
3	20.00	19.12	18.40	\$5402'27'E	54'45'56"
85	900.00	294.83	290.58	N31.37.17E	33'47'08"
8	525.00	309.57	305.11	N31'37'17'E	33.47'08"
8	525.00	112.39	11211	N42"22"52"E	1215'55
C82	525.00	185.55	184.59	N260725*E	2015'00
8	525.00	11.64	11.64	N15'21'49'E	116'12"
\$	475.00	280.09	276.05	N313717E	33.47'06"
CBS	300.00	232.66	228.87	X38.26,47,M	44.56,06
990	300.00	179.57	176.90	S3132'35"W	341743
C87	300.00	53.09	23.02	\$54.05.38 W	10'08'23"
88	275.00	202.24	187.71	S36'47'48"W	42'06'10"
C69	325.00	151.38	150.01	\$28'04'20"W	26.41,13
C20	325.00	29.34	29.33	S1718'55"W	510'24
CZł	325.00	122.03	121.32	S30'38'32"W	21:30.49
C72	325.00	10.48	10.48	S5874"25"W	1'50'50"
C73	595.01	175.05	174.42	N76'05'33"E	18,21,54
¢2.4	595.01	138.07	135.77	N7758'10"E	13'06'09"
C75	595.01	38.96	36.98	N8932,28*E	3.48,14
8/2	1372.84	89.94	89.93	N8815'21'E	3.45.13
223	1372.84	13.41	17'69	N66'45'34"E	2.38,47
C78	1372.94	28.53	26.53	N64'55'56'E	1.06'26"
C79	174.93	45.84	45.71	N60'37'35"E	15.00.23
CBO	129.00	66'29	67.21	W-98'80'08	3012'00
183	150.00	118.4	115.36	S15'47'27'E	4513'42



CURVE TABLE

NOTES.

1. WARRIED.

1. WARRIED STRACK LINES SHALL RE IN ACCRDINCE WITH THE TONGO A CANDERSON STRAIN STRAIN ALL AND STRAIN STRAIN ALL AND STRAIN STRAIN ALL AND STRAIN STR

any resubdivision of this plat shall comply with the applicable regulations in effect at the time of resubdivision.

THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRECATION DISTRICT AS DEDIVED IN DAMO CODE 31—3805, AND THE REQUIRELIENTS IN IDAMO CODE 31—3805 ARE NOT APPLICABLE.

THIS DEPENDENT RECORDERS DANO CODE SECTION 22—1603, RIGHT TO FAMBLACT, THEN STATES "A AGENTRAL PREPARENT, AREAL TESTING OF SECTION STATES" OF MISSINGS IN THE CONTRICT OF PUBLIC BY ANY CHARGED STATES AND STATES

AN EIGHTEN (18) FOOT WAS ACHO PERPETUAL STORM WATER DRAWINGE EASEMENT (KON-EXCLUSIVE). RECORDON NO SHOET NO. 15 HEREBY DESIGNATED ALDON ALL LOT LURES COMMIND NO A PUBLIC RIGHT OF WAY.

LOT 2, BLOCK 12: LOT 24, BLOCK 13: LOT 1, BLOCK 23; ARE COMILON LOTS TO BE OWIND BY THE BRY OFFEET MACH HAUGHWERTS ASSOCIATION AND SHALL BE SUBJECT TO A BLAWKET PHEALC UITLIES AND LOT DANIANCE EASTLENT.

THIS SUBDIVISION IS SERVICED BY A PRIVITE SCHIBLANT OR DISTRICT, WHICH IS NOT REGULATED BY THE IDAHO PRIBLE UTULITIES COMMISSION. FEES, INCLUDING USER FEES AND IMPRIENDING THES, AND SUBJECT TO ELUCTUATION.

THIS SHROWSON IS SERVICED BY A PROVATE DRINKOUG WATER SYSTEM, WHICH MAY BE RECOLATED BY THE DAND PROBLE UTILITIES COMMISSION. FEES, INCLUDING USEY FEES AND MARTEMATE FEES, AND SUBJECT TO FUCTIONATION.

10. TR. AJA, COUNTY LANDFIL, ADADHS DRY CREIX RANCH PROPERTY ON 173 SOUTHERN BOUNDARY WITH THE AND KATINE LANDFILL STITS BINGSORED TO OPERATE FOR BCHIT FINE (SJ) MORE "KAPS ON APPROXIMATELY TWENTY SEVEN HANDFED (2700) ACRES WHERE IRESPASSING IS PROVIBITIED.

II. THERE IS WILDLE FUBILITY IN THE JABLA OF GRY CREEN FANCH. DAMAGE TO LANGLAGAME TO MADLE STATE OF THE RESPONSABILITY OF THE RIGHARD LOT COMES AND SHALL NOT BE THE RESPONSABILITY OF THE STATE OF DAMO OF ADJUDYER OF THE STATE OF DAMO WILL BE LIABLE FOR WILDLES DEPREDATIVE.

12. FIRST AMENOMENT TO DEVELOPMENT AGREEMENT #8205 INSTR. NO. 2017-019977.

13. THE LOTS IN THIS SUBDIVISION SHALL BE SUBJECT TO THE MASTER CCAR'S INSTR. NO. 2018-068112 AND AS MAY BE AMENDED FROM TIME TO TIME.

14. THE LOTS IN THIS SUBDINISON ARE SUBJECT TO THE REGULATIONS OF ADA COUNTY CODE, SECTION 8—38 (WEDLAND—URBAN FIRE INTERFACE OVERLAY DISTRICT).

15, DOUBLE FRONTING LOTS SHALL HAVE RESTRICTED ACCESS TO ONE STREET ONLY. SEE TABLE ON SHEET ONE FOR STREET LOT ACCESS DESIGNATION. 16, DRECT LOT OR PARCEL ACCESS TO W. QUAL VALLEY DR. AND W. BROOKSIDE LANE IS PROHEBITED.

17. ACHD TEMPORARY LICENSE AGREEMENT INSTR. NO.

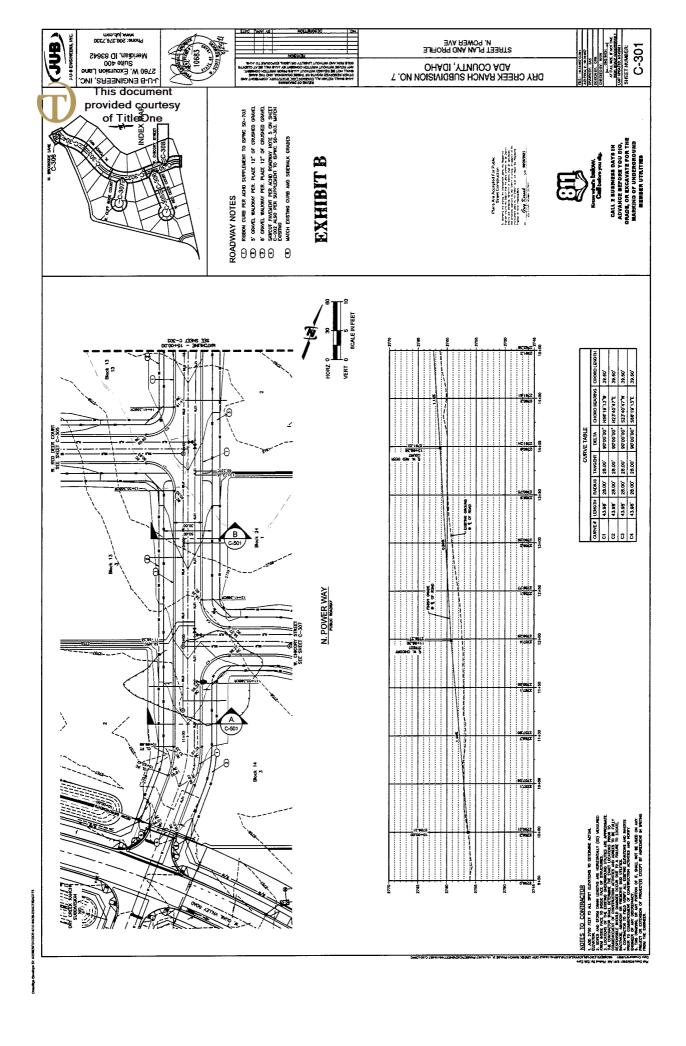
18. A PORTION OF LUT 24, BLOCK 13 IS SUBJECT TO AN EXISTING ACHD PERMANENT EASEMENT FOR IN. BROOKSIDE LANE INST. NO.

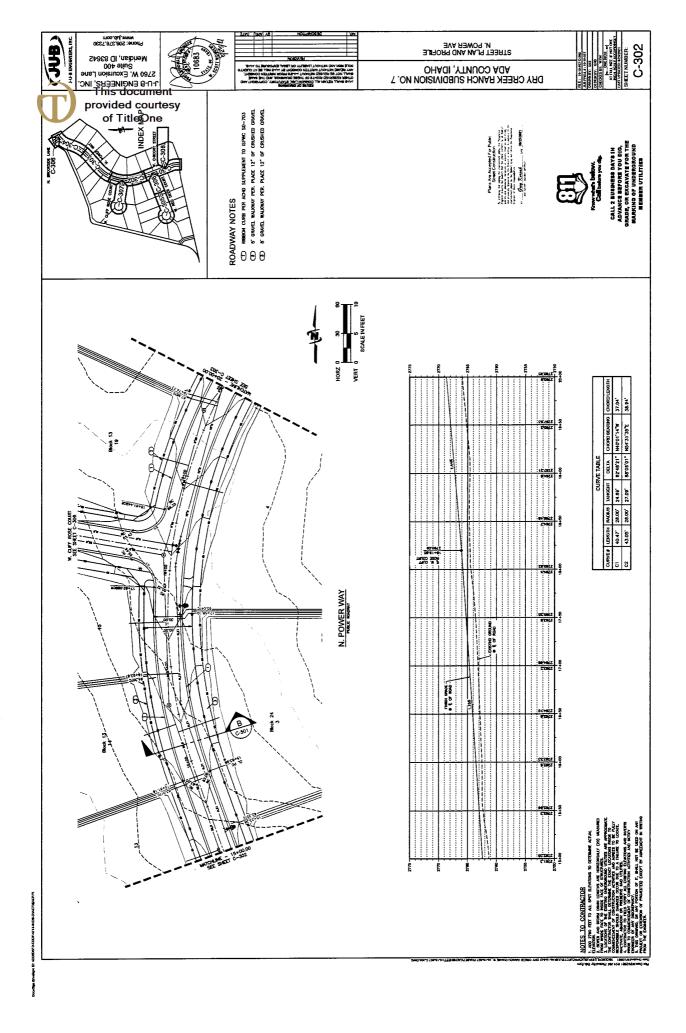
19. A PATHWAY EASSMENT IN FAVOR OF THE DRY CREEK HOLEOWNERS' ASSOCIATION IS THERBY DESIGNATION ALL LOT LINES COULDN'T O PUBLIC RIGHT-OF-WAY AS DIALDISON ON THIS PLAT.

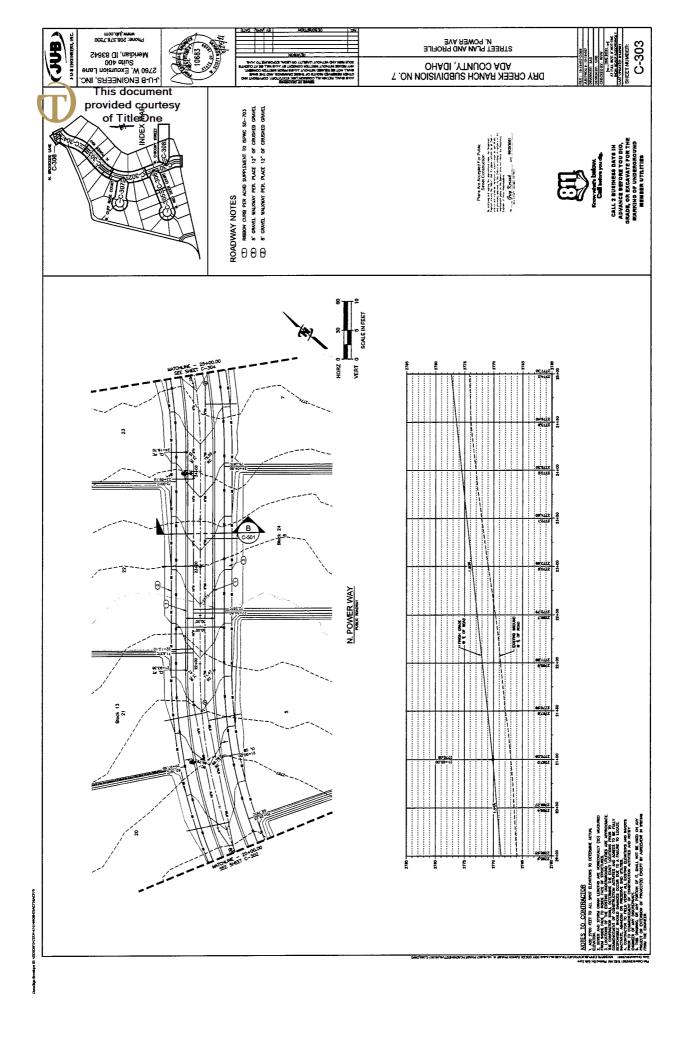
IDAHO SURVEY GROUP, LLC

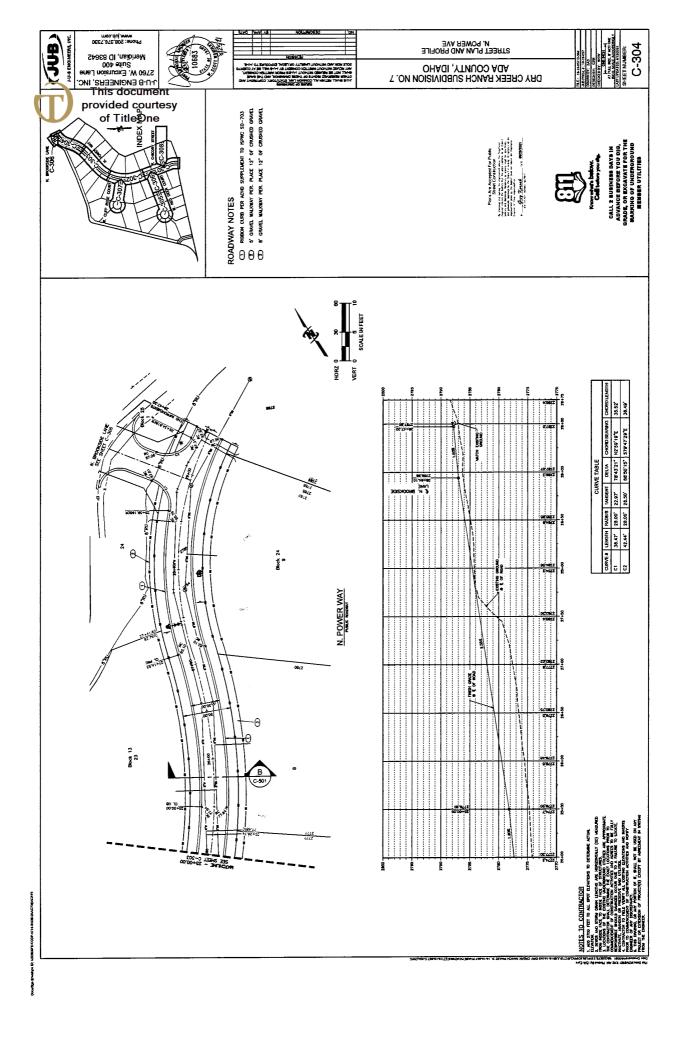
8955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

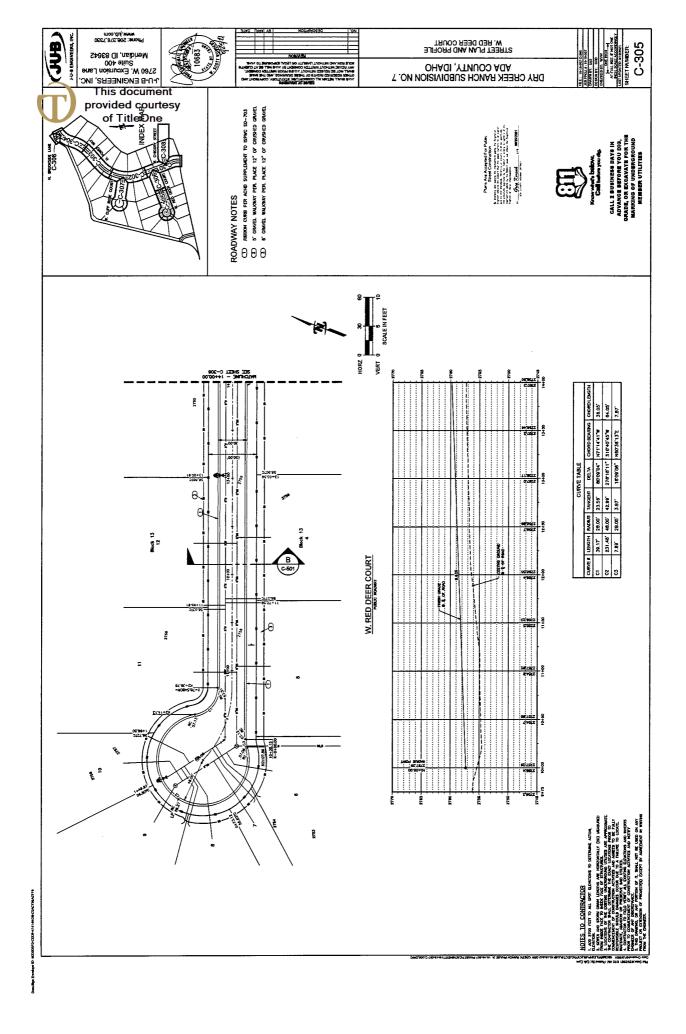
JOB NO. 21-057 SHEET 7 OF 9

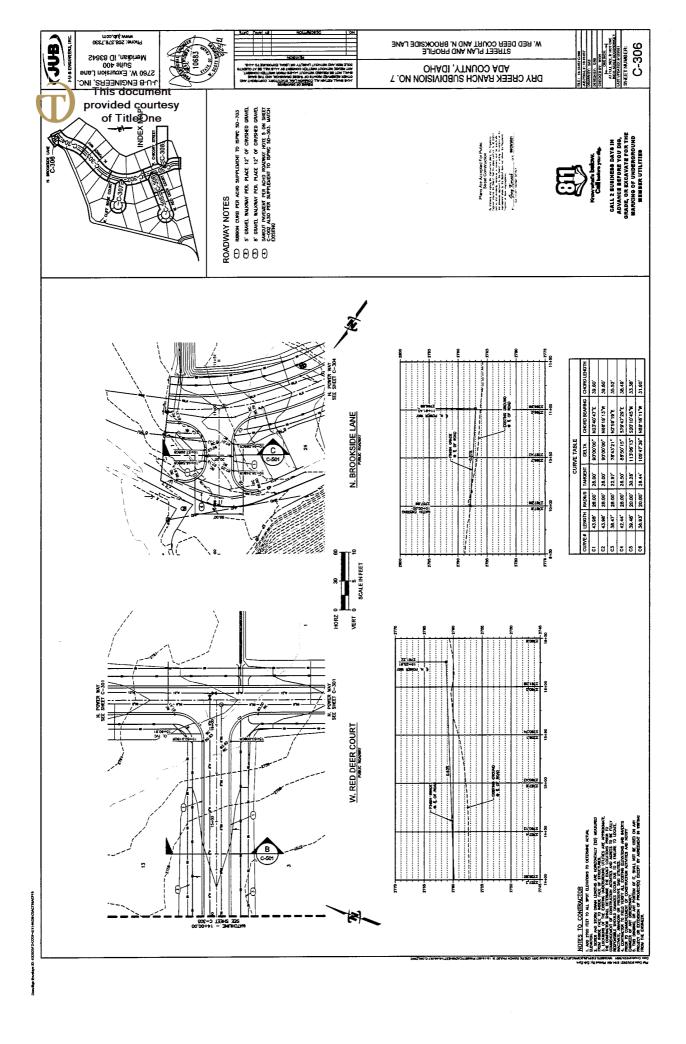


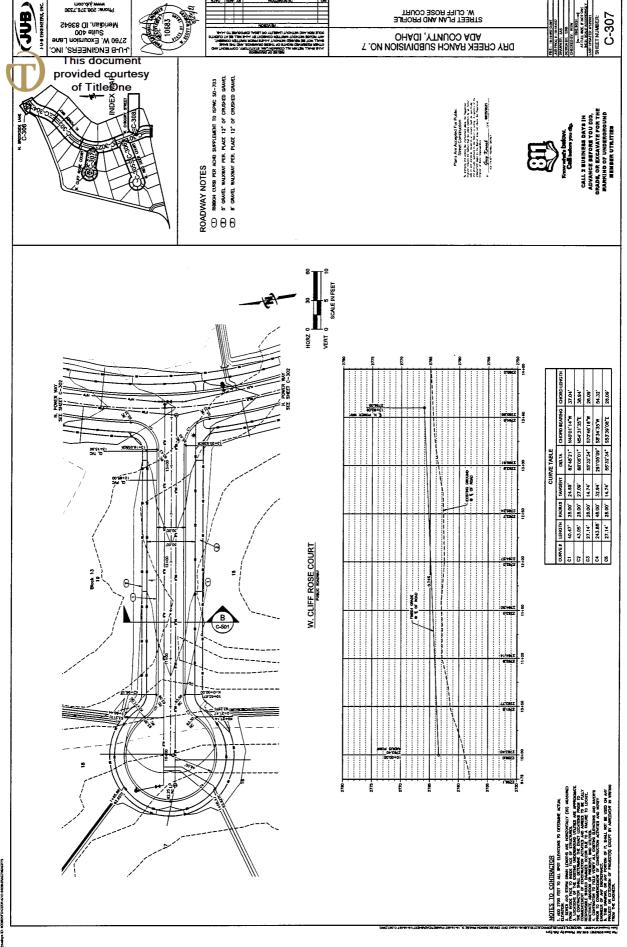


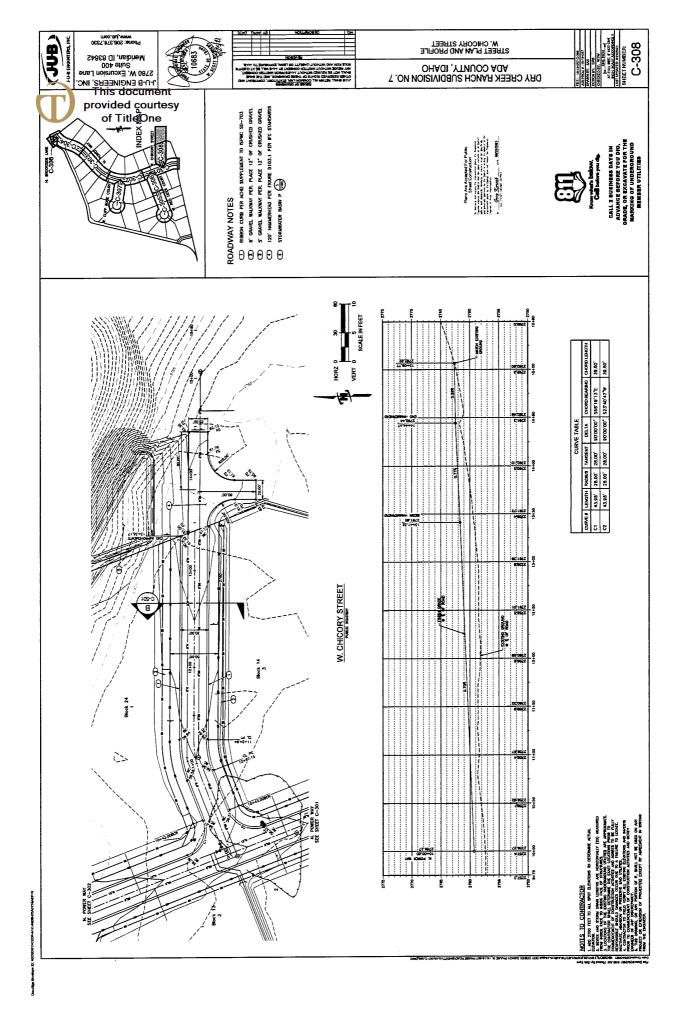


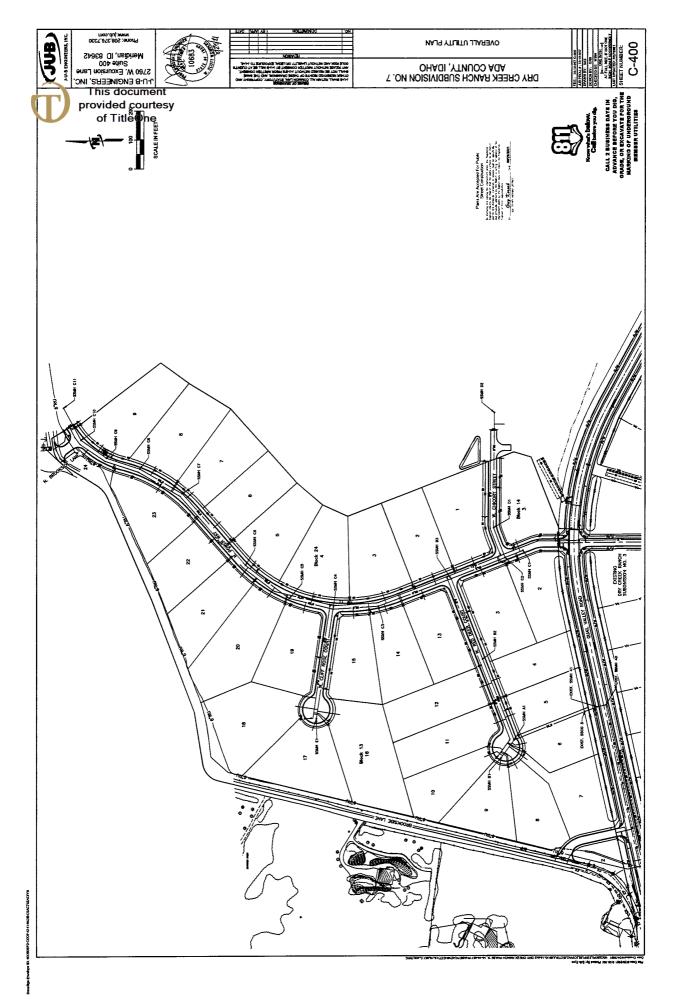


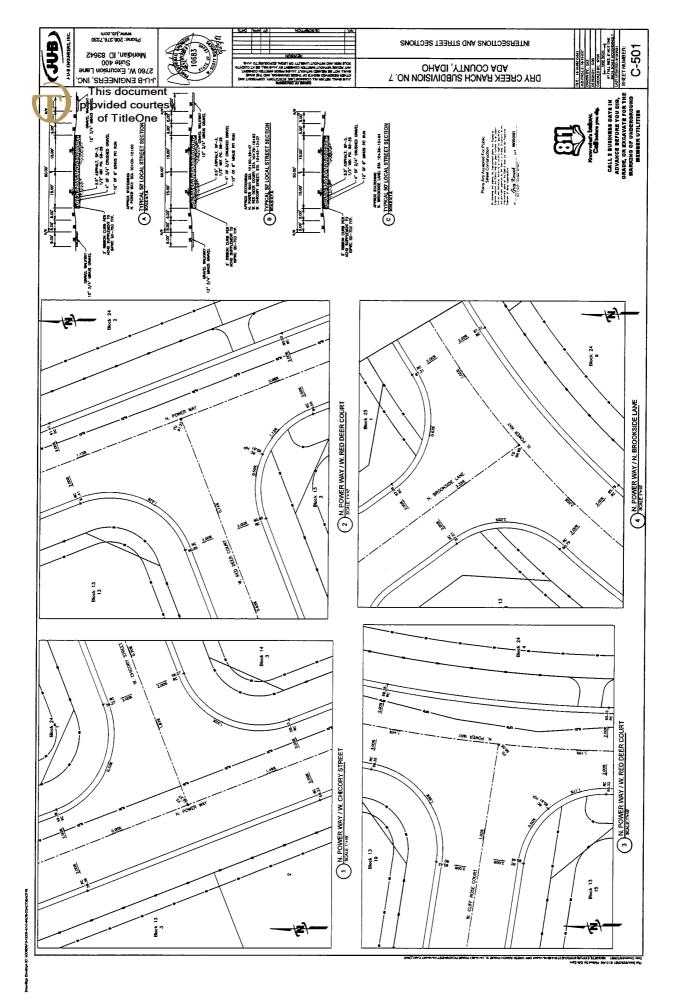














DRY CREEK RANCH

EXHIBIT D

PHASE 7 FENCE MAP

EIGHTH SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DRY CREEK RANCH PLANNED COMMUNITY – Exhibit D



DRY CREEK RANCH

EXHIBIT E

PHASE 7 GRAVEL PATHS AND MOW STRIPS MAP

EIGHTH SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DRY CREEK RANCH PLANNED COMMUNITY – Exhibit E

