

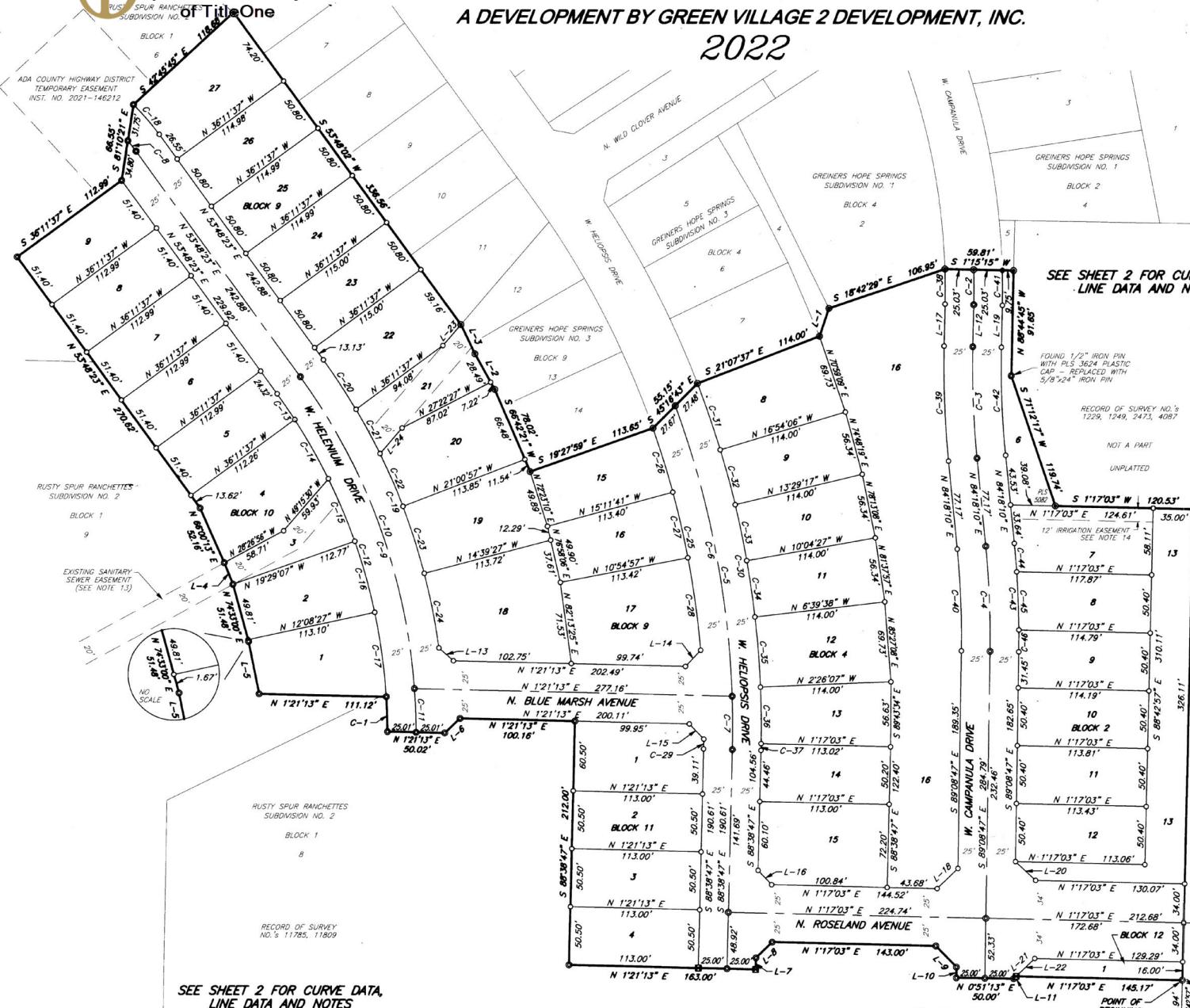
## GREINERS HOPE SPRINGS SUBDIVISION NO. 4

LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO AND BEING A REPLAT OF A PART OF LOTS 5 - 9 OF BLOCK 1 OF RUSTY SPUR RANCHETTES SUBDIVISION NO. 2

This document  
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of Title One

A DEVELOPMENT BY GREEN VILLAGE 2 DEVELOPMENT, INC.

2022



0 30 60 120 180  
SCALE: 1" = 60'

**LEGEND**

- SUBDIVISION BOUNDARY
- SET 5/8" x 24" IRON PIN WITH PLS 18780 PLASTIC CAP
- SET 1/2" x 24" IRON PIN WITH PLS 18780 PLASTIC CAP
- SET 1.2" BRASS MONUMENT WITH PLS 18780 WITH MAGNET
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN WITH PLS 18780 PLASTIC CAP OR AS NOTED
- FOUND 1/2" IRON PIN WITH PLS 18780 PLASTIC CAP OR AS NOTED
- CALCULATED POINT, NOTHING SET
- SECTION LINE
- STREET CENTERLINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- TI EASEMENT LINE

SEE SHEET 2 FOR CURVE DATA,  
LINE DATA AND NOTES

FOUND 1/2" IRON PIN  
WITH PLS 3624 PLASTIC  
CAP OR REPLACED WITH  
5/8" x 24" IRON PIN

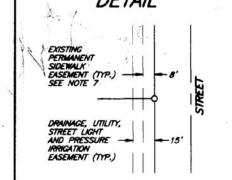
RECORD OF SURVEY NO. 5  
1229, 1249, 2473, 4087

NOT A PART

UNPLATTED

OP&F No. 8803563  
CN 1/16  
PLS 3627

**STREET EASEMENT  
DETAIL**



CIVIL SURVEY CONSULTANTS, INC.

2083 SOUTH MERIDIAN ROAD  
MERIDIAN, IDAHO 83642  
(208) 888-4312

SEE SHEET 1 OF 4

## GREINERS HOPE SPRINGS SUBDIVISION NO. 4



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LINE DATA		
LINE	BEARING	DISTANCE
L-1	S 71°18'17" E	25.59'
L-2	S 65°51'03" W	36.77'
L-3	S 64°17'24" W	28.01'
L-4	N 68°20'40" E	28.07'
L-5	N 28°34'04" E	46.52'
L-6	N 43°38'42" W	18.38'
L-7	N 88°41'32" W	10.06'
L-8	N 43°51'58" W	19.59'
L-9	N 45°55'57" E	25.72'
L-10	S 89°08'57" E	9.44'
L-11	N 43°55'50" W	3.01'
L-12	S 88°44'45" E	36.52'
L-13	N 44°48'19" E	18.87'
L-14	N 46°03'59" E	19.55'
L-15	N 46°03'45" E	19.59'
L-16	N 46°10'27" E	17.14'
L-17	S 88°44'45" E	36.52'
L-18	N 44°04'13" W	25.19'
L-19	S 88°44'45" E	36.52'
L-20	N 42°56'23" E	24.07'
L-21	N 43°55'50" W	25.55'
L-22	N 43°55'50" W	22.54'
L-23	N 49°15'30" W	23.96'
L-24	N 49°15'30" W	29.49'

## NOTES

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY FILE NO. AZ-19-05/DA-19-06/PP-19-03.
2. ALL LOTS HAVE A 15 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, PRESSURE IRRIGATION AND STREET LIGHT PURPOSES CONTIGUOUS TO ALL PUBLIC STREETS. ALL SIDE LOT LINES HAVE A 5 FOOT WIDE EASEMENT ON EACH SIDE FOR PUBLIC UTILITIES, LOT DRAINAGE AND PRESSURE IRRIGATION PURPOSES. ALL REAR LOT LINES HAVE A 10 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE AND PRESSURIZED IRRIGATION PURPOSES. THE PRESSURE IRRIGATION EASEMENT IS RESERVED FOR THE HOPE SPRINGS OWNERS ASSOCIATION, INC. ALL OTHER EASEMENTS ARE AS SHOWN.
3. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
4. BUILDING AND OCCUPANCY SHALL CONFORM TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs) RECORDED AS INSTRUMENT NO. 2020-107706, OFFICIAL RECORDS OF ADA COUNTY, AS WELL AS ANY FUTURE AMENDMENTS.
5. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
6. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF 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, FACILITY 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 NEGLECTFUL OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
7. LOTS ABUTTING PUBLIC RIGHT-OF-WAY ARE SUBJECT TO AN EXISTING PERMANENT EASEMENT CONTIGUOUS TO ALL STREETS AS DESCRIBED IN INSTRUMENT NO. 2021-146915.
8. LOTS 6 AND 13 OF BLOCK 2, LOT 16 OF BLOCK 4, LOT 21 OF BLOCK 9, LOT 3 OF BLOCK 10, AND LOT 1 OF BLOCK 12 ARE LANDSCAPE COMMON LOTS WHICH SHALL BE OWNED AND MAINTAINED BY THE HOPE SPRINGS OWNERS ASSOCIATION, INC. SAID LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, DRAINAGE AND PRESSURIZED IRRIGATION PURPOSES. THE PRESSURE IRRIGATION EASEMENT IS RESERVED FOR THE HOPE SPRINGS OWNERS ASSOCIATION, INC.
9. GREINERS HOPE SPRINGS SUBDIVISION NO. 4 IS SUBJECT TO A TEMPORARY LICENSE AGREEMENT WITH ACHD FOR LANDSCAPING AS DESCRIBED IN INSTRUMENT NO. 2021-146200.
10. DIRECT LOT ACCESS TO W. NEW HOPE ROAD, N. BLUE MARSH AVENUE AND N. ROSELAND AVENUE IS PROHIBITED.
11. LOT 16 OF BLOCK 4 IS SERVIENT TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THE FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM IS DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. SAID LOT IS A COMMON LOT AND WILL BE OWNED AND MAINTAINED BY THE HOPE SPRINGS OWNERS ASSOCIATION, INC.
12. EASEMENTS AS PLATED BY RUSTY SPUR RANCHETTES NO. 2 THAT ARE WITHIN THE BOUNDARY OF GREINERS HOPE SPRINGS SUBDIVISION NO. 4 HAVE BEEN VACATED BY THE CITY OF STAR AND BY THE RELEVANT UTILITY COMPANIES, SEE STAR VACATION FILE NO. VAC-20-01. ANY OTHER EXISTING EASEMENTS ARE AS SHOWN OR NOTED HEREON.
13. LOT 21 OF BLOCK 9 AND LOT 3 OF BLOCK 10 ARE SUBJECT TO AN EXISTING SANITARY SEWER EASEMENT PER INSTRUMENT NO. 108059388.
14. LOT 7 OF BLOCK 2 IS HEREBY SUBJECT TO A TWELVE (12) FOOT WIDE IRRIGATION EASEMENT FOR THE OPERATION AND MAINTENANCE OF THE IRRIGATION IN SAID LOT 7. SAID EASEMENT IS FOR THE BENEFIT OF THE HOPE SPRINGS OWNERS ASSOCIATION, INC.

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRNG.
C-1	328°43'	500.00	30.36	15.18	30.35	N 88°07'23" E
C-2	255°18'	600.00	30.60	15.30	30.59	N 88°17'36" E
C-3	65°05'	800.00	97.06	48.59	97.00	N 87°46'42" E
C-4	633°03'	800.00	91.47	45.78	91.42	N 87°41'47" E
C-5	274°05'	806.72	305.28	154.49	303.46	N 80°30'46" E
C-6	1823°07'	806.72	258.66	130.55	257.75	N 87°51'52" E
C-7	317°48'	806.72	46.42	23.22	46.41	N 89°42'19" E
C-8	345°23'	175.00	11.64	5.82	11.64	N 51°54'04" E
C-9	365°52'	500.00	31.43	15.23	32.57	N 77°47'28" E
C-10	315°57'	525.00	292.95	150.40	288.17	N 88°47'31" E
C-11	429°21'	525.00	38.08	19.05	38.07	N 87°51'20" E
C-12	3603°22'	500.00	314.65	162.73	309.48	N 71°50'04" E
C-13	306°19'	500.00	22.10	13.55	22.08	N 55°21'32" E
C-14	648°16'	500.00	59.38	28.73	59.35	N 60°18'49" E
C-15	646°23'	500.00	59.11	29.59	59.07	N 67°06'09" E
C-16	722°13'	500.00	64.32	32.20	64.27	N 74°10'27" E
C-17	831°28'	500.00	74.39	37.26	74.32	N 82°07'17" E
C-18	948°36'	200.00	34.24	17.16	34.20	N 48°54'05" E
C-19	2827°01'	550.00	273.11	139.43	270.31	N 68°01'54" E
C-20	522°00'	550.00	51.52	25.78	51.50	N 56°29'23" E
C-21	435°33'	550.00	44.14	22.08	44.12	N 61°28'19" E
C-22	575°15'	590.00	50.04	25.04	50.03	N 66°22'39" E
C-23	621°53'	500.00	51.54	26.75	51.04	N 67°04'45" E
C-24	654°32'	500.00	66.37	33.23	66.33	N 64°47'59" E
C-25	1431°39'	781.72	198.21	98.64	197.68	N 77°47'28" E
C-26	416°41'	781.72	58.37	29.20	58.35	N 72°39'59" E
C-27	416°44'	781.72	58.38	29.20	58.36	N 76°56'41" E
C-28	558°14'	781.72	81.46	40.77	81.42	N 82°04'10" E
C-29	037°28'	781.72	8.52	4.26	8.52	N 88°57'31" E
C-30	2228°50'	831.72	326.33	165.29	324.24	N 80°06'48" E
C-31	413°31'	831.72	61.33	30.68	61.32	N 70°59'09" E
C-32	324°49'	831.72	49.55	24.78	49.55	N 74°48'19" E
C-33	324°49'	831.72	49.55	24.78	49.55	N 78°13'08" E
C-34	324°49'	831.72	49.55	24.78	49.55	N 81°37'57" E
C-35	413°31'	831.72	61.33	30.68	61.33	N 85°27'08" E
C-36	324°41'	831.72	49.26	24.64	49.25	N 89°15'15" E
C-37	0234°41'	831.72	5.44	2.57	5.44	N 88°00'00" E
C-38	172°56'	575.00	50.60	15.30	50.59	N 59°43'17" E
C-39	657°05'	825.00	100.09	50.11	100.03	N 87°46'42" E
C-40	6317°03'	725.00	88.61	44.35	88.56	N 87°34'41" E
C-41	248°17'	625.00	30.59	15.30	30.59	N 89°51'07" E
C-42	657°05'	775.00	94.03	47.07	93.97	N 87°46'42" E
C-43	633°03'	825.00	94.32	47.21	94.27	N 87°34'41" E
C-44	143°36'	825.00	24.86	12.43	24.86	N 85°09'58" E
C-45	330°26'	825.00	50.50	25.26	50.49	N 87°46'59" E
C-46	119°00'	825.00	18.96	9.48	18.96	N 89°48'17" E

## REFERENCES

REFERENCE RECORD OF SURVEY NUMBERS:  
1228, 1249, 2473, 4087, 7793, 11785, 11809  
REFERENCE PLATS OF:  
RUSTY SPUR RANCHETTES  
RUSTY SPUR RANCHETTES NO. 2  
SAILING HAWKS SUBDIVISION  
GREINERS HOPE SPRINGS NO. 1  
GREINERS HOPE SPRINGS NO. 3  
FALLBROOK SUBDIVISION NO. 3

## SURVEYOR NARRATIVE

THE PLAT OF GREINERS HOPE SPRINGS SUBDIVISION NO. 4 IS A CONTINUATION OF THE MASTER PLAN FOR THE GREINERS HOPE SPRINGS SUBDIVISION. THIS SUBDIVISION IS A RE-PLAT OF A PART OF LOTS 5 - 9 OF BLOCK 1 OF RUSTY SPUR RANCHETTES NO. 2 AS SHOWN IN BOOK 64 OF PLATS AT PAGE 655A IN THE OFFICE OF THE RECORDER, ADA COUNTY, IDAHO.

GREINERS HOPE SPRINGS SUBDIVISION NO. 4 IS BOUNDED TO THE SOUTH AND EAST BY RUSTY SPUR RANCHETTES NO. 2, BOUNDED ON THE WEST BY GREINERS HOPE SPRINGS SUBDIVISION NO. 1 AND BY GREINERS HOPE SPRINGS SUBDIVISION NO. 3, AND ABUTS THE RIGHT-OF-WAY OF W. NEW HOPE ROAD TO THE NORTH.

THE MONUMENTS ALONG THE BOUNDARY OF GREINERS HOPE SPRINGS SUBDIVISION NO. 1 AND GREINERS HOPE SPRINGS SUBDIVISION NO. 3 WERE FOUND IN PLACE AND UNDISTURBED UNLESS OTHERWISE SHOWN. THE REMAINING PROPERTY LINES WERE DEVELOPED AS PER THE OWNER AS SHOWN HEREON.

THE MONUMENT MARKING THE BOUNDARY OF THIS SUBDIVISION FOUND AS A 1/2" DIAMETER IRON PIN WAS REPLACED AS SHOWN HEREON TO COMPLY WITH IDAHO CODE 50-1303.



# GREINERS HOPE SPRINGS SUBDIVISION NO. 4

## CERTIFICATE OF OWNERS

provided as witness.

KNOW ALL MEN BY THESE PRESENTS: The undersigned, are the Owners of the real property described below in City of Star, Ada County, Idaho, and that we intend to include the following described property in this GREINERS HOPE SPRINGS SUBDIVISION NO. 4:

A parcel located in the SE 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, City of Star, and being a re-plot of a part of Lots 5 - 9 of Block 1 of RUSTY SPUR PANCHETTES SUBDIVISION NO. 2 as shown in Book 64 of Plots of Pages 6356 - 6357, in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said SE 1/4 of the NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said Section 6 bears N 058°44' E a distance of 2708.74 feet;

Thence N 058°44' E along the easterly boundary of said SE 1/4 of the NE 1/4 a distance of 1284.57 feet to a 1/2 inch diameter iron pin on the southerly right-of-way of W. New Hope Road;

Thence leaving said easterly boundary N 058°42'57" W along said southerly right-of-way a distance of 39.94 feet to a 5/8 inch diameter iron pin being the POINT OF BEGINNING;

Thence continuing N 058°42'57" W a distance of 410.11 feet to a 5/8 inch diameter iron pin;

Thence leaving said southerly right-of-way S 117°03' W a distance of 120.53 feet to a 5/8 inch diameter iron pin;

Thence S 71°12'17" W a distance of 119.74 feet to a 5/8 inch diameter iron pin;

Thence N 058°44'45" W a distance of 91.65 feet to a 5/8 inch diameter iron pin on the easterly boundary of GREINERS HOPE SPRINGS SUBDIVISION NO. 1 as shown in Book 118 of Plots of Pages 18271 - 18274 in said office of the Recorder;

Thence along said easterly boundary the following described courses:

Thence S 115°15' W a distance of 59.81 feet to a 5/8 inch diameter iron pin;

Thence S 18°42'29" E a distance of 106.85 feet to a 5/8 inch diameter iron pin marking the easterly corner of said GREINERS HOPE SPRINGS SUBDIVISION NO. 1, said point being the northerly corner of GREINERS HOPE SPRINGS SUBDIVISION NO. 3 as shown in Book 121 of Plots of Pages 18050 - 18053 in said office of the Recorder;

Thence leaving said easterly boundary of GREINERS HOPE SPRINGS SUBDIVISION NO. 1 and along the easterly boundary of said GREINERS HOPE SPRINGS SUBDIVISION NO. 3 the following described courses:

Thence S 71°15'17" E a distance of 23.58 feet to a 5/8 inch diameter iron pin;

Thence S 21°07'37" E a distance of 114.00 feet to a 5/8 inch diameter iron pin;

Thence S 45°16'43" E a distance of 55.15 feet to a 5/8 inch diameter iron pin;

Thence S 19°27'39" E a distance of 113.65 feet to a 5/8 inch diameter iron pin;

Thence S 66°42'21" W a distance of 78.02 feet to a 5/8 inch diameter iron pin;

Thence S 60°31'03" W a distance of 35.71 feet to a 5/8 inch diameter iron pin;

Thence S 64°17'24" W a distance of 28.01 feet to a 5/8 inch diameter iron pin;

Thence S 53°48'02" W a distance of 336.56 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly boundary S 42°45'45" E a distance of 118.68 feet to a 5/8 inch diameter iron pin;

Thence S 81°10'21" E a distance of 66.55 feet to a 5/8 inch diameter iron pin;

Thence S 36°11'37" E a distance of 112.99 feet to a 5/8 inch diameter iron pin;

Thence N 53°48'23" E a distance of 270.82 feet to a 5/8 inch diameter iron pin;

Thence N 66°00'13" E a distance of 52.16 feet to a 5/8 inch diameter iron pin;

Thence N 68°20'40" E a distance of 20.07 feet to a 5/8 inch diameter iron pin;

Thence N 74°33'00" E a distance of 51.48 feet to a 5/8 inch diameter iron pin;

Thence N 78°34'04" E a distance of 46.52 feet to a 5/8 inch diameter iron pin;

Thence N 121°13' E a distance of 111.12 feet to a 5/8 inch diameter iron pin;

Thence a distance of 30.36 feet along the arc of a 500.00 foot radius non-tangent curve right, said curve having a radius point bearing of S 33°59' E, a central angle of 328°43' and a long chord bearing N 68°07'23" E a distance of 30.35 feet to a 5/8 inch diameter iron pin;

Thence N 121°13' E a distance of 50.02 feet to a 5/8 inch diameter iron pin;

Thence N 43°38'47" W a distance of 18.38 feet to a 5/8 inch diameter iron pin;

Thence N 121°13' E a distance of 100.16 feet to a 5/8 inch diameter iron pin;

Thence S 88°38'47" E a distance of 212.00 feet to a 5/8 inch diameter iron pin;

Thence N 121°13' E a distance of 163.00 feet to a 1.2 inch brass monument;

Thence N 88°41'32" W a distance of 10.06 feet to a 5/8 inch diameter iron pin;

Thence N 43°51'58" W a distance of 19.59 feet to a 5/8 inch diameter iron pin;

Thence N 117°03' E a distance of 143.00 feet to a 5/8 inch diameter iron pin;

Thence N 45°55'57" E a distance of 25.72 feet to a 5/8 inch diameter iron pin;

Thence S 89°08'37" E a distance of 9.44 feet to a 5/8 inch diameter iron pin;

Thence N 051°13' E a distance of 50.00 feet to a 5/8 inch diameter iron pin;

Thence N 43°55'50" W a distance of 3.01 feet to a 1.2 inch brass monument;

Thence N 117°03' E a distance of 145.17 feet to the POINT OF BEGINNING.

This parcel contains 9.886 acres, more or less.

## CERTIFICATE OF OWNERS (CONT'D)

All the lots in this subdivision will be eligible to receive irrigation water as provided under Idaho Code 31-3805(1)(b) and lies within the Middleton Irrigation Association and Middleton Mill Ditch Company and the Farmers Union Ditch Company and are subject to assessments for said water.

All the lots in this subdivision will be eligible to receive water and sewer service from the Star Sewer and Water District. The Star Sewer and Water District has agreed in writing to serve all the lots in this subdivision.

The public streets shown on this plat are hereby dedicated to the public. Public utility, irrigation and drainage easements on this plat are not dedicated to the public, but the right of access to, and use of, these easements is hereby reserved for public utilities, irrigation and drainage and any other purposes as may be designated herein and no permanent structures other than for said uses are to be erected within the limits of said easements.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 25 DAY OF JANUARY, 2022.

GREEN VILLAGE 2 DEVELOPMENT, INC.

  
By Tucker M. Johnson, President

## ACKNOWLEDGMENT

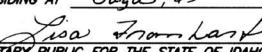
STATE OF IDAHO } S.S.  
COUNTY OF ADA }

ON THIS 25 DAY OF JANUARY, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED TUCKER M. JOHNSON, KNOWN TO ME TO BE THE PRESIDENT OF GREEN VILLAGE 2 DEVELOPMENT, INC THE PERSON WHO EXECUTED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID 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 ABOVE WRITTEN.

MY COMMISSION EXPIRES 2/09/22

RESIDING AT Eagle, ID

  
Lisa Fromholt  
NOTARY PUBLIC FOR THE STATE OF IDAHO



CIVIL SURVEY CONSULTANTS, INC.

2883 SOUTH MERIDIAN ROAD  
MERIDIAN, IDAHO 83642  
(208) 888-4312

## GREINERS HOPE SPRINGS SUBDIVISION NO. 4



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provided courtesy  
of TitleOne

CERTIFICATE OF SURVEYOR

I, KYLE A. KOOMLER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

KYLE A. KOOMLER  
IDAHO NO. 18780

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, January 13, 2021, HEREBY APPROVE THIS PLAT OF GREINERS HOPE SPRINGS SUBDIVISION NO. 4.

John May  
CITY ENGINEER ~ STAR, IDAHO

PE # 11621

CERTIFICATE OF THE 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.

DATE 26 January 2021

RL P. May  
ADA COUNTY SURVEYOR  
PLS #13553

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO S.S.  
COUNTY OF ADA S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SURVEY CONSULTANTS, INC., AT 38 MINUTES PAST 2 O'CLOCK P.M. ON THIS 27th DAY OF JAN, 2022.

John May

DEPUTY

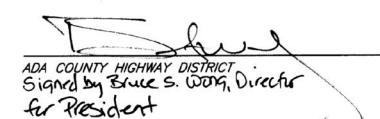
Phil McCrane  
EX-OFFICIO RECORDER

BOOK 122 PAGES 19321-19320INSTRUMENT NO. 2022-009320HEALTH 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 DISAPPROVAL.

DATE 8-4-2021ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

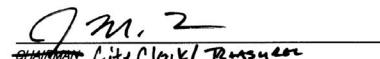
THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 20 DAY OF December, 2021.



Bruce S. Wong, Director  
for President

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON January 11, 2022 THIS FINAL PLAT WAS APPROVED AND ACCEPTED.



J. M. Z.  
City Clerk/Treasurer

CERTIFICATE OF THE 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.

DATE 1-26-2022

Eugene May

COUNTY TREASURER

Signed by

Cled Stoeckl

Deputy Treasurer





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Return to:

Hetha Clark  
Clark Wardle LLP  
PO Box 639  
Boise, ID 83701

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=61 LINDSAY WHEELER  
CLARK WARDLE LLP

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FOR RECORDING INFORMATION

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**THIRD AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR GREINERS HOPE SPRINGS SUBDIVISION  
(Phase 4)**

This Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision ("Third Amendment") is made this 4th day of February, 2020, to be effective only upon the recording hereof in the official records of Ada County, Idaho, by Green Village 2 Development, Inc., an Idaho corporation, ("Grantor" and "Class B Member").

RECITALS

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Greiners Hope Springs Subdivision (the "Property").

B. On August 21, 2020, Grantor caused to be recorded against the Property in the official records of Ada County, Idaho, as Instrument No. 2020-107706, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision No. 1 (the "Original Declaration"); as amended by that certain First Amendment thereto recorded January 8, 2021, as Instrument No. 2021-004141 (the "First Amendment").

C. By that certain Assignment and Assumption of Grantor's Rights (Phase 3) recorded in the official records of Ada County, Idaho, on October 18, 2021, as Instrument No. 2021-150534 (the "Phase 3 Assignment"), Grantor assigned all grantor rights under the Original Declaration to Green Village 3 Development, LLC, an Idaho limited liability company ("GV3").

D. The Original Declaration was subsequently amended by that certain Second Amendment thereto recorded in the official records of Ada County, Idaho, on October 19, 2021, as Instrument No. 2021-151341 (the "Second Amendment"). The Original Declaration, the First Amendment, and the Second Amendment are collectively referred to herein as the "Declaration". All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

E. A portion of Grantor's Class B Member rights regarding that portion of the Property commonly known as Greiners Hope Springs Subdivision No. 3 ("Phase 3") were assigned by Grantor to TH Holdings 2022, LLC, an Idaho limited liability company ("TH Holdings") pursuant to that certain Partial Assignment and Assumption of Class B Member Rights (Phase 3), recorded in the official records of Ada County, Idaho, December 28, 2021, as Instrument No. 2021-181259 (the "Phase 3 Partial Assignment").

F. By that certain Partial Assignment and Assumption of Grantor's Rights (Phase 5) recorded in the official records of Ada County, Idaho, on December 29, 2021, as Instrument No. 2021-181443 (the "Phase 5 Partial Assignment"), a portion of Grantor's rights pertaining to the portion of the Property commonly known as Greiners Hope Springs Subdivision No. 5 ("Phase 5") were assigned to Richmond American Homes of Idaho, Inc., a Colorado corporation ("Richmond").



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that certain Assignment and Assumption of Grantor's Rights (Phase 4) recorded in the official records of Ada County, Idaho, on February 4, 2022, as Instrument No. 2022-012778 (the "Phase 4 Assignment"), GV3 assigned all grantor rights under the Declaration to Grantor, which rights include, but are not limited to, the right to convey the Phase 4 Property, as defined below.

H. As noted in Article I of the Declaration, the Property is to be developed in phases, each of which shall be subject to the Declaration as amended or supplemented from time to time.

I. Grantor has caused to be recorded that certain plat identified as Greiners Hope Springs Subdivision No. 4, as filed in Book 122 of Plats at Pages 19327 through 19330, in Ada County, Idaho, on January 27, 2022, as Instrument No. 2022-009359 (the "Phase 4 Plat"), and more particularly described and depicted on Exhibit A attached hereto and made a part hereof. (the "Phase 4 Property").

J. Grantor desires to amend the Declaration, as permitted by Article XII of the Declaration, to confirm, and to declare that the Phase 4 Property and each lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the terms of the Declaration, and subject to the following terms, covenants, conditions, easements, and restrictions as hereinafter set forth.

NOW THEREFORE, Grantor hereby declares that the Phase 4 Property and each lot, parcel, or portion thereof, is and shall be sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, and 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 Phase 4 Property, and to enhance the value, desirability, and attractiveness of the Phase 4 Property. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Phase 4 property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Phase 4 Property, or any lot, parcel, or portion thereof.

In addition to the restrictions set forth in the Declaration, the Phase 4 Property shall be subject to the following:

1. **Association and Voting.** The Phase 4 Property shall be part of Greiners Hope Springs Owners Association, Inc. (the "Association"). The Phase 4 Property shall be governed in accordance with the 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:

2. **Design Review.** Any and all improvements shall be subject to review by the ACC, which review will be in accordance with the Architectural Guidelines, as the same may be amended from time to time, and all in accordance with the Declaration.

3. **Designation of Phase 4 Common Area.** The Common Area established in the Phase 4 Property consists of those lots so designated on the Phase 4 Plat, including: Lots 6 and 13 of Block 2; Lot 16 of Block 4; Lot 21 of Block 9; Lot 3 of Block 10; and Lot 1 of Block 12. Said Common Area shall be maintained by the Association in accordance with the Declaration.

4. **Storm Drain Maintenance.** Operation and light maintenance of the ACHD storm drain system located on Lot 16 of Block 4 of the plat of Greiners Hope Springs Subdivision No. 4 shall be provided by the Association as further set forth in the Declaration, and depicted and maintained in accordance with the Stormwater Operations and Maintenance Manual for Greiners Hope Springs Subdivision, revised January 29, 2022, prepared by Civil Survey Consultants, Inc., and attached hereto as **Exhibit B** and made a part hereof (the "Stormwater Facility O&M Manual"). Lot 16 of Block 4 is encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are



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of ACHD pursuant to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

**4.1. ACHD Maintenance.** The Stormwater Facility O&M Manual may only be modified at the direction of the Board of the Association with written approval by ACHD. Notwithstanding the Association is obligated to maintain Lot 16 of Block 4 of the Common Area and facilities contained therein, it is hereby provided that Ada County Highway District ("ACHD") shall have the right at all times to inspect the storm water drainage system, and may elect to perform and required maintenance and repairs of any part or facility of the Common Area should the Association fail to maintain Lot 16 of Block 4 of the Common Area. In the event that ACHD determines, in its sole reasonable discretion, that the Association is not adequately maintaining Lot 16 of Block 4 of the Common Area, ACHD shall, before undertaking maintenance of the Common Area, provide written notice of its intention to begin maintenance of the Common Area within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Association shall fail to commence and conclude maintenance of the Common Area to the extent such items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in such event, ACHD may begin to undertake maintenance of Lot 16 of Block 4 of the Common Area.

ACHD is hereby granted an irrevocable license to enter upon any portion of Lot 16 of Block 4 of the Common Area to perform inspection and maintenance of its drainage facilities. Should ACHD engage in maintenance of Lot 16 of Block 4 of the Common Area after having provided notice to the Association and having provided the Association an opportunity to undertake such maintenance, ACHD shall be entitled to and empowered 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 Association to properly perform the light maintenance duties as defined in the Stormwater Facility O&M Manual. The prior written review and approval of ACHD is required to amend this section or amend the Stormwater Facility O&M Manual.

**5. ACHD License Agreement.** In addition to the Temporary License Agreement mentioned in Section 7.07 of the Declaration, Grantor, as "Licensee" has entered into a Temporary License Agreement dated October 6, 2021, recorded as Instrument No. 2021-146200, records of Ada County, Idaho (the "License") with ACHD, which permits the Licensee to install certain landscaping improvements in ACHD's right-of-way adjacent to or within the Subdivision, subject to the terms and conditions stated therein. Among other requirements, the License requires the Licensee to maintain all improvements placed in the right-of-way, to remove, relocate and/or modify the improvements if ACHD so requires, and to hold harmless and defend ACHD against all claims arising out of Licensee's use of the right-of-way or its failure to comply with the terms of the License. Grantor hereby assigns to the Association all of Grantor's rights, duties and obligations in this Section 5, and the Association shall assume and perform all such rights, duties and obligations from and after the date this Third Amendment is recorded in the office of the Ada County Recorder. In furtherance of the foregoing, the Association shall in all ways cooperate with Grantor and execute, acknowledge and deliver any and all such further documents and instruments and do and perform any and all other acts as may be necessary to effect and carry out the said assignment and assumption, including without limitation, executing any documents and instruments required by ACHD for such purposes.

**6. No Additional Changes.** Except as amended by this Third Amendment, the Declaration shall remain unchanged and in full force and effect.

**7. Effect of Amendment.** This Third Amendment shall be binding upon and inure to the benefit of Grantor, all Owners of a Building Lot, and their successors and assigns. If there is any conflict between the terms of this Third Amendment and the Declaration, this Third Amendment shall control.

*[remainder of page is intentionally blank—signature page follows]*



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of Covenants  
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WHEREOF, the undersigned has caused this Third Amendment to Declaration of  
Covenants, Conditions, Restrictions and Easements for Greiners Hope Springs Subdivision be duly  
executed the day and year first above written.

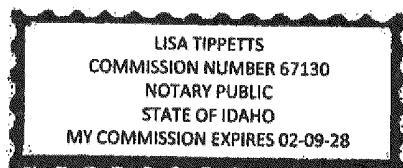
GRANTOR:

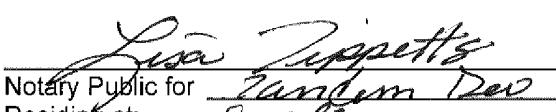
GREEN VILLAGE 2 DEVELOPMENT, INC.,  
an Idaho limited liability company

By:   
Tucker M. Johnson, President

STATE OF Idaho)  
) ss.  
County of Ada)

This record was acknowledged before me on February 4<sup>th</sup>, 2023 (date) by Tucker M. Johnson, the President of Green Village 2 Development, Inc.



  
Lisa Tippett's  
Notary Public for Random Dev  
Residing at Eagle  
My Commission Expires: 2/09/28



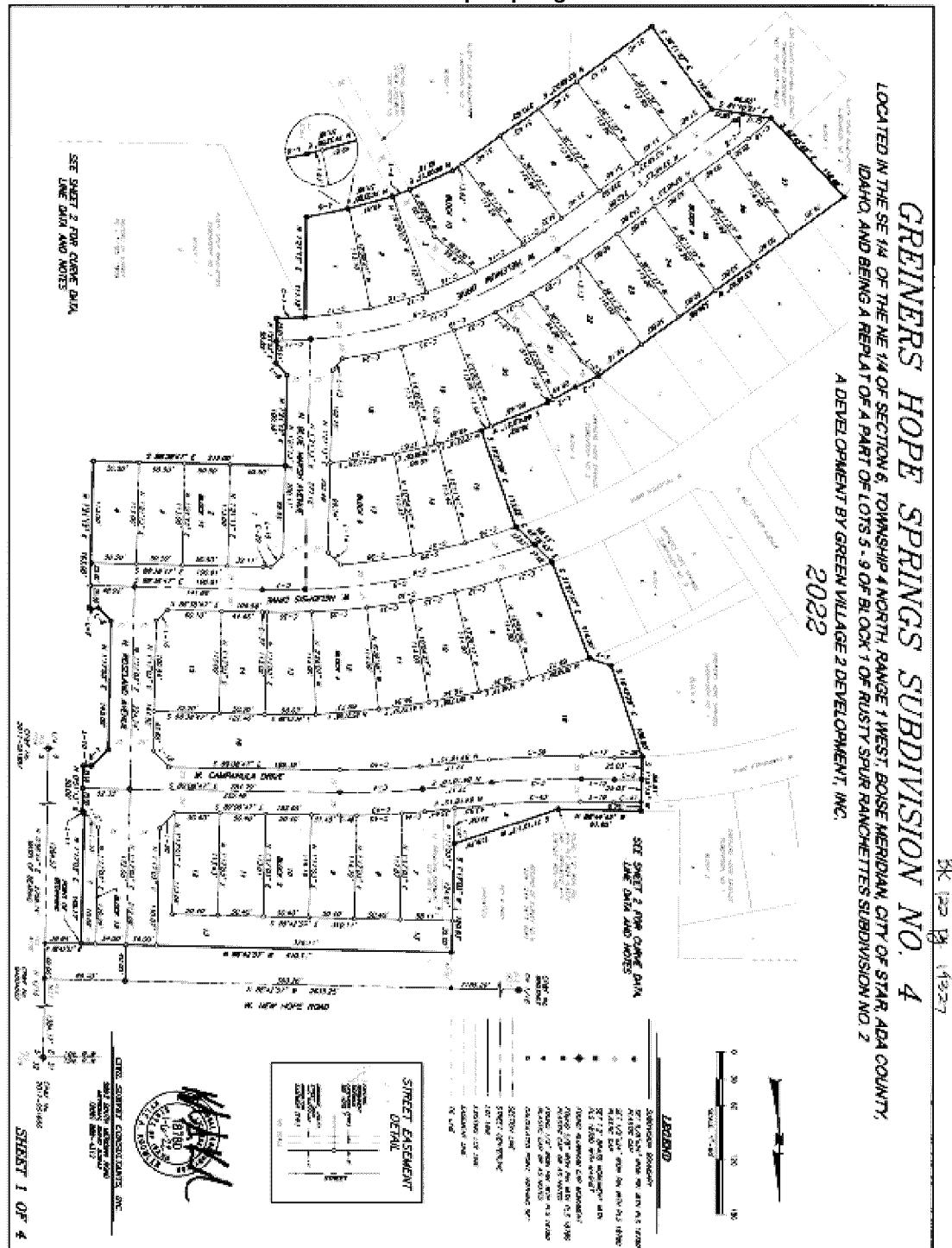
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**EXHIBIT A**

Final Plat for Greiners Hope Springs Subdivision No. 4

A DEVELOPMENT BY GREEN VILLAGE 2 DEVELOPMENT, INC.

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**EXHIBIT A - 1**  
4883-4488-7046, v. 1.2



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*GREETERS HOPE SPRINGS SUBDIVISION NO. 4*

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## REFERENCES

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**SURVEYOR NARRATIVE**

the following statement of the author's views on a few questions with the exception of those which are not worth quoting.

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**EXHIBIT A - 2**  
4883-4488-7046, v. 1.2



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GREINERS HOPE SPRINGS SUBDIVISION NO. 4

CERTIFICATE OF OWNERS (CONT'D)

At this time, we are not able to render medical and dental services from the Blue Cross and Blue Shield plan. The Blue Cross and Blue Shield plan requires us to render services in the state of New Mexico. The public offering statement on the bond issue indicates that the public health, medical, dental, physician and insurance companies in the state are not entitled to the bonds, but the right of recourse to pay out of these companies' reserves for medical, dental, physician and insurance plan other payments or to pay the principal amount of the bonds.

ACKNOWLEDGMENT

STATE OF ILLINOIS

ON THIS 23rd DAY OF JUNE, 2012, before THE UNINCORPORATED AREA OF LAKELAND, AND FOR THE STATE OF FLORIDA, I, ROBERT L. HARRIS, a citizen of the state of Florida, do hereby state that I am the author of the following document and I have read and reviewed it and I have signed and executed the instrument and acknowledged to me that said communication is true.

MR. CONNELLON FORGES 2/19/22  
RESCUED AT Easton, PA

A circular library stamp with handwritten text and a signature.

SHREYAS DUTT

**EXHIBIT A - 3**  
4883-4488-7046, v. 1.2





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**EXHIBIT B**

**Stormwater Facility O&M Manual**

**STORM WATER OPERATIONS AND MAINTENANCE MANUAL**

For

**GREINERS HOPE SPRINGS SUBDIVISION**

Revised January 29, 2022

Prepared for

Green Village 3 Development, Inc.  
Box 372  
Eagle, Idaho 83616

Prepared by  
Civil Survey Consultants, Inc  
2893 S. Meridian Road  
Meridian, Idaho 83642



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**STORM WATER OPERATIONS AND MAINTENANCE MANUAL  
FOR  
GREINERS HOPE SPRINGS SUBDIVISION**

**Table of Contents**

**Narrative**

Storm Water System Description .....	1.
Maintenance .....	1.
Combination Detention Pond/Park Facilities .....	2.
Maintenance Cost Estimate .....	2.

**Appendix**

Appendix A	- Storm Drainage Master Plan Map
Appendix B	- Facilities Design Plans (reduced)
Appendix C	- Final Plats and Easements (reduced)



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## STORM WATER OPERATIONS AND MAINTENANCE MANUAL FOR GREINERS HOPE SPRINGS SUBDIVISION

### STORM WATER SYSTEM DESCRIPTION

Greiners Hope Springs Subdivision is a ±62-acre subdivision located in northwest Star on the south side of New Hope Road just East of Munger Road. Storm water runoff from the subdivision is managed via multiple drainage facilities within the project. Some of the drainage facilities are underground seepage beds and others include pairing of above ground storage with underground seepage beds. This manual primarily addresses maintenance of the above ground facilities.

In a significant storm event, storm water runoff will initially concentrate on lots and in roads, then flow in the roadway gutters into storm water inlets. Storm drain piping then transports the runoff below ground to drainage facilities. Pipes are typically sized to carry the 100-year recurrence interval storm event though in some circumstances where topography allows, pipe are sized for 25-year storm events with the balance of the storm transported in the roadway gutters.

Storm water runoff is managed through a mixture of above ground detention and subsurface seepage bed facilities. The above ground detention facilities will typically double as usable open space parks for the residents of the subdivision. During large storm events, the park basins will detain much of the storm water for up to several hours. During and after storm events, water will pass into seepage beds within the park and infiltrate into the ground.

### MAINTENANCE

#### **ADA COUNTY HIGHWAY DISTRICT**

Storm Drain Manholes used in this subdivision are "Catch manholes". They act to trap some sediments from the runoff. These manholes require periodic cleaning by the Ada County Highway District (ACHD).

Sediment/Skimmer Boxes (a.k.a. sand and grease traps) are typically installed just upstream of the detention basins and infiltration beds. These structures require periodic cleaning of grease and sediment. ACHD is responsible for this maintenance.

Drainage Inlets include one-foot sumps per ACHD's current policy. Inlets require periodic cleaning by the ACHD. Additionally, they may require cleaning during the fall season when leaves are prone to clog the inlets. The ACHD is responsible for maintenance within the roadway and should be notified if inlets become clogged.

#### **HOMEOWNERS ASSOCIATION**

The Detention Ponds or park basins will be grass lined and will be dry except during storm events. The areas will require regular maintenance consisting of watering and cutting the grass during spring, summer and early fall months. This maintenance is the sole responsibility of the homeowners association. An automatic sprinkler system was installed when the subdivision was built and its maintenance is the responsibility of the homeowners association. The grass will require annual fertilization and will possibly require reseeding if it dies. These items are also the responsibility of the homeowners association. Dead grass is not acceptable in the operation of this storm water management system.



STORM WATER OPERATIONS AND MAINTENANCE MANUAL  
FOR  
GREINERS HOPE SPRINGS SUBDIVISION

**COMBINATION DETENTION POND/PARKS**

The primary purpose of all lots used for storm water detention basins is the storm water management function. Any additions to the facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the facilities is needed. Replacement of these items will be the responsibility of the homeowners association.

It is unlikely that heavy maintenance will be required. However, if it is, it will likely be for the replacement or repair of the pipes or the seepage beds. Therefore, it is recommended that no permanent structures or trees be placed near the pipes shown on the site map included in this manual.

**MAINTENANCE ESTIMATES**

BASIN A - lot 8 of block 8 (Phase 1)		Pond Area: 14,500 SF	
Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$100	\$2,800
Fertilize	Semi-annually	\$100	\$200
Sprinkler System			
Winterize (fall)	Annually	\$50	\$50
Initialize (spring)	Annually	\$50	\$50
Maintenance/Repair	As required	\$200	\$200
Total			\$3,300

BASIN B - lot 9 of block 6 (Phase 1)		Pond Area: 7,500 SF	
Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$75	\$2,100
Fertilize	Semi-annually	\$75	\$150
Sprinkler System			
Winterize (fall)	Annually	\$50	\$50
Initialize (spring)	Annually	\$50	\$50
Maintenance/Repair	As required	\$150	\$150
Total			\$2,500



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BASIN E - lot 11 of block 7 (Phase 1)		Pond Area: 7,500 SF	
Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$100	\$2,800
Fertilize	Semi-annually	\$100	\$200
Sprinkler System			
Winterize (fall)	Annually	\$50	\$50
Initialize (spring)	Annually	\$50	\$50
Maintenance/Repair	As required	\$200	\$200
Total			\$3,300

**TOTAL ESTIMATED ANNUAL MAINTENANCE COST**      \$9,100

\* Note: This is an estimate to do the minimum work required to maintain the storm water facilities.  
Actual bids may vary.



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## Appendix A

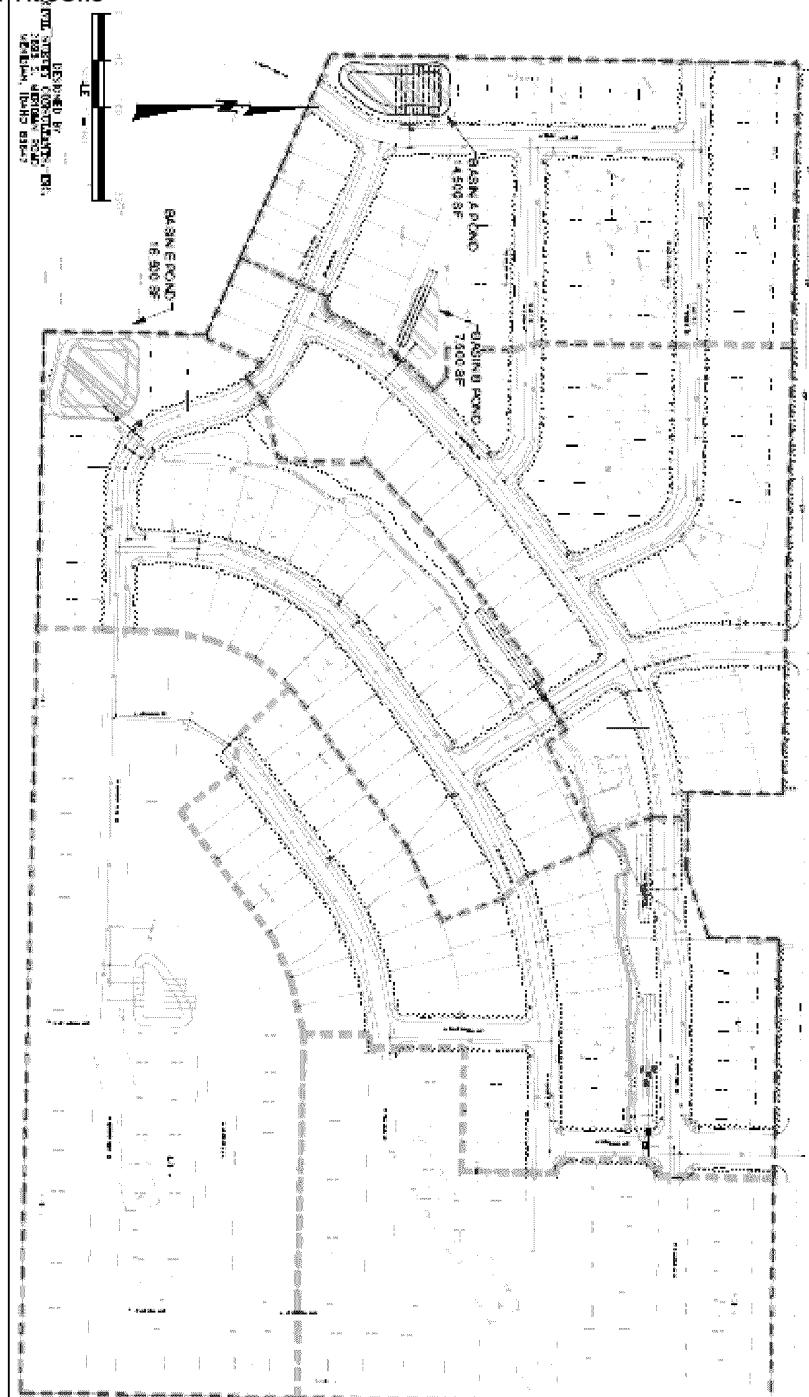
### Storm Drainage Pond Location Map (Overlay on Preliminary Plat)



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GREINERS HOPE SPRINGS SUBDIVISION  
STORMWATER FACILITIES MAP

Revised 1/29/2022



**EXHIBIT B - 7**  
4883-4488-7046, v. 1.2



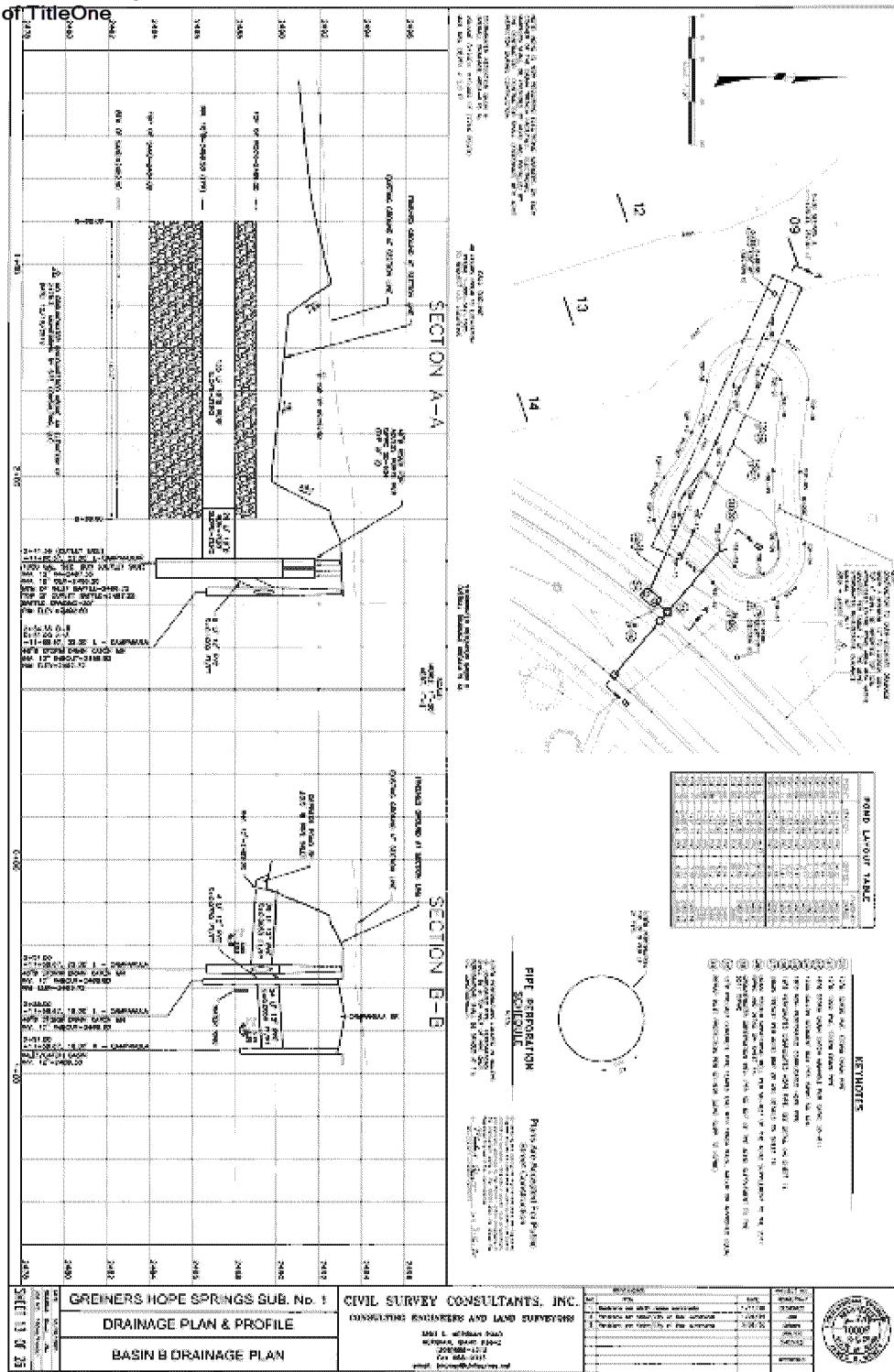
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**Appendix B**  
**Facilities Design Plans**





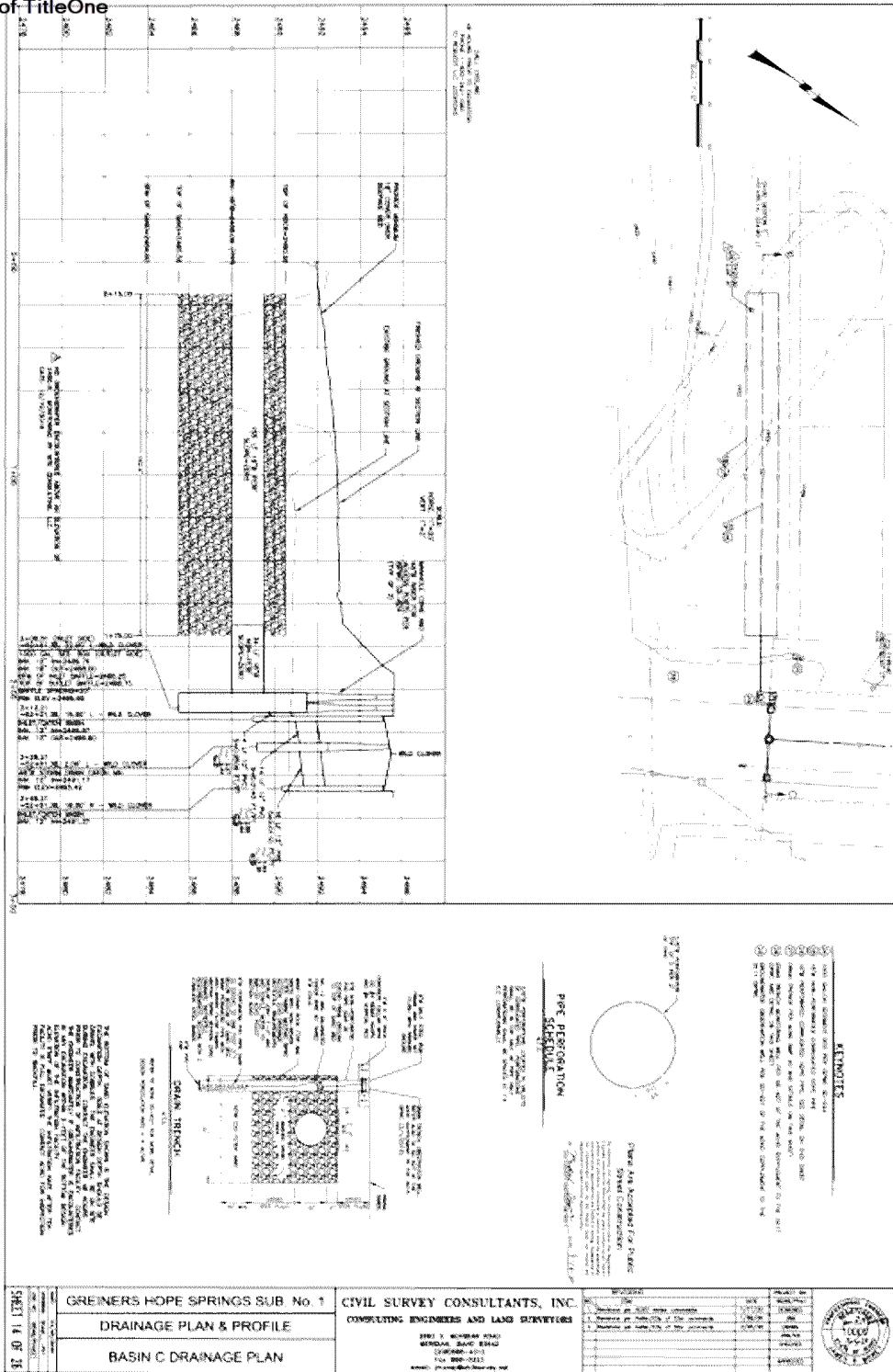
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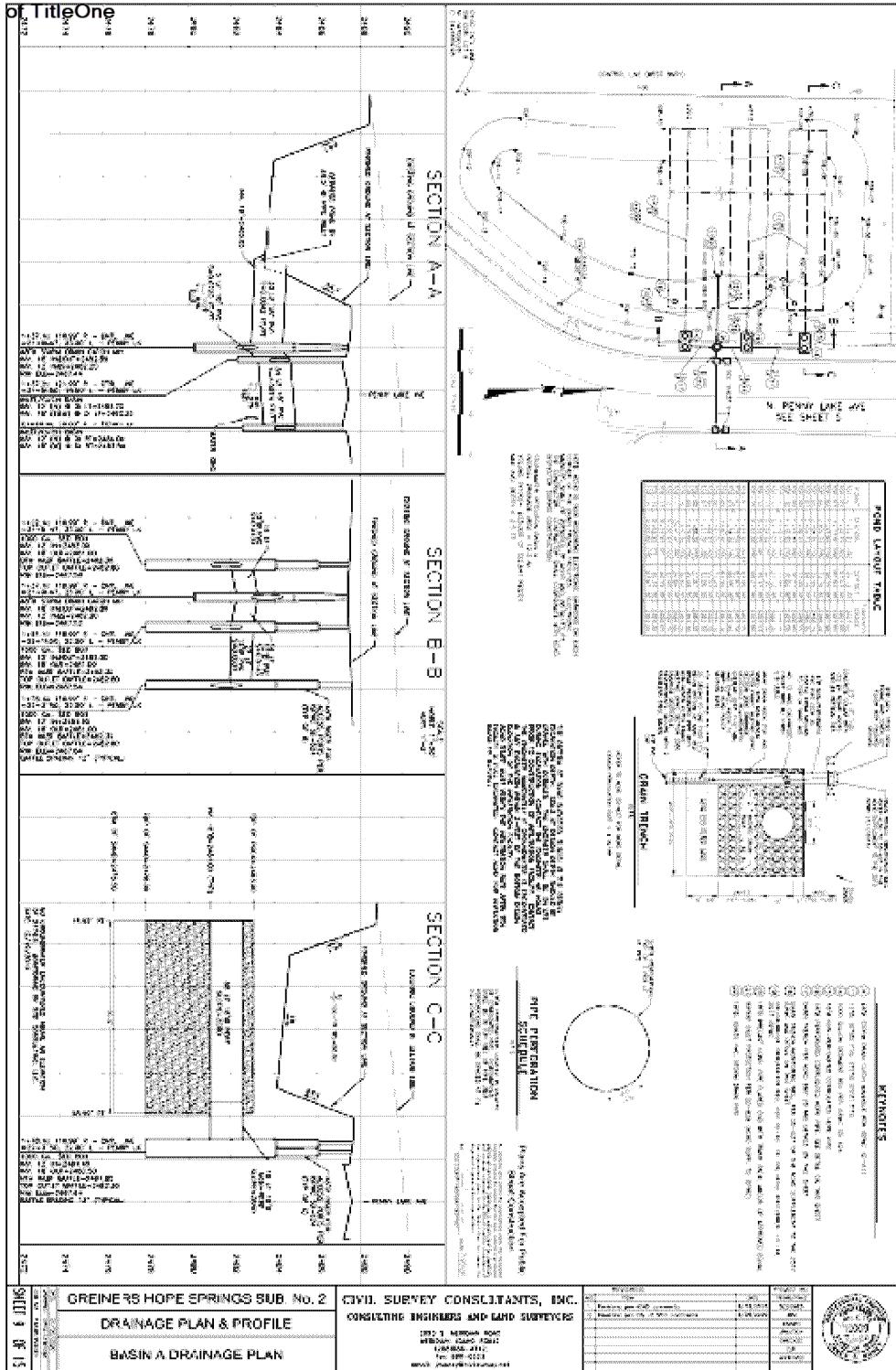
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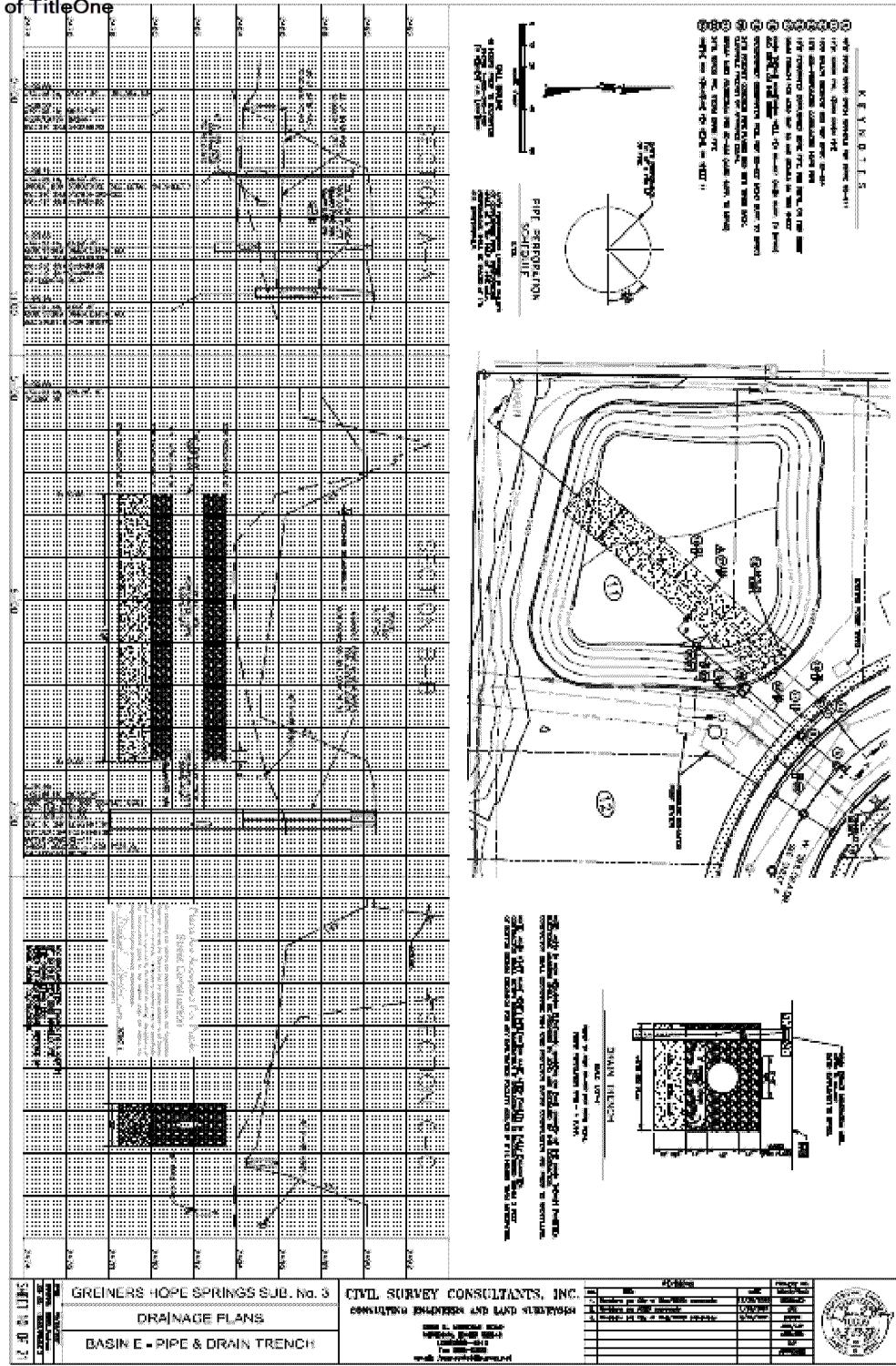


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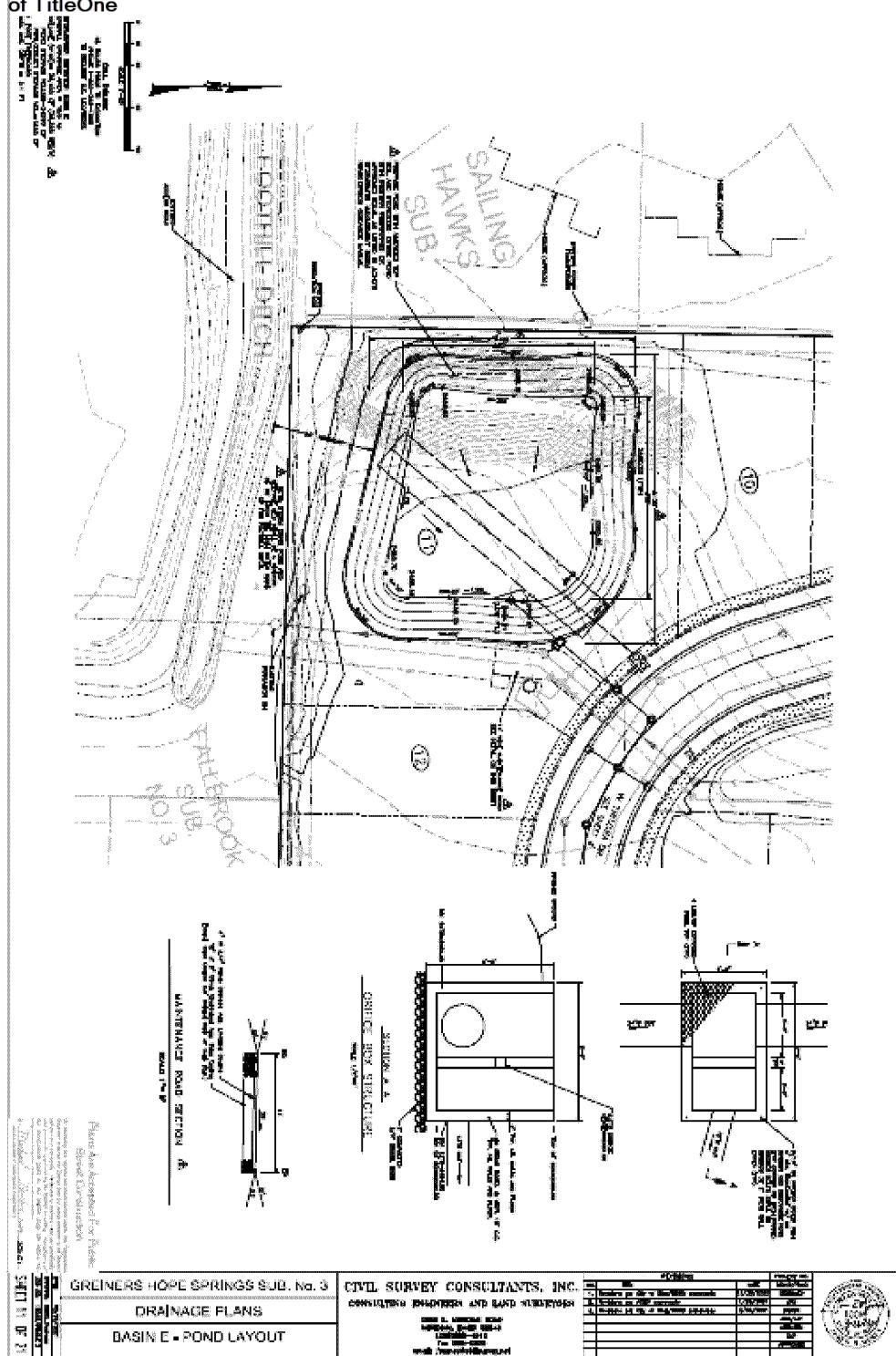
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**EXHIBIT B – 16**  
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**Appendix C**  
**Final Plats and Easements**

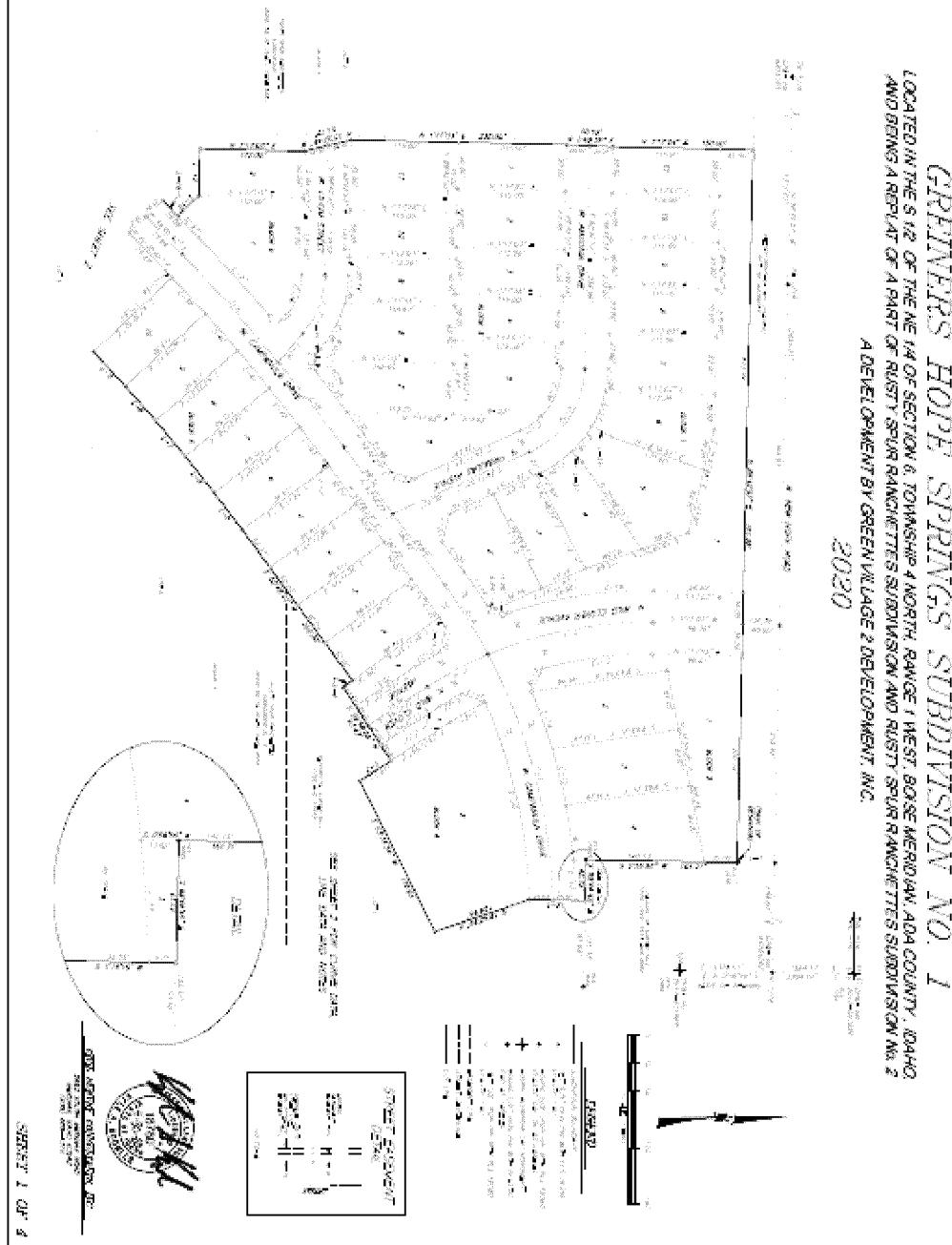


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GREETERS HOPE SPRINGS SUBDIVISION NO. 1

LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERRIAM, ADA COUNTY, IDAHO, AND BEING A REPLAT OF A PART OF RUSTY SPUR RANCHETTES SUBDIVISION AND RUSTY SPUR RANCHETTES SUBDIVISION NO. 2

AMERICAN GREEN BUILDING DEVELOPMENT, INC.  
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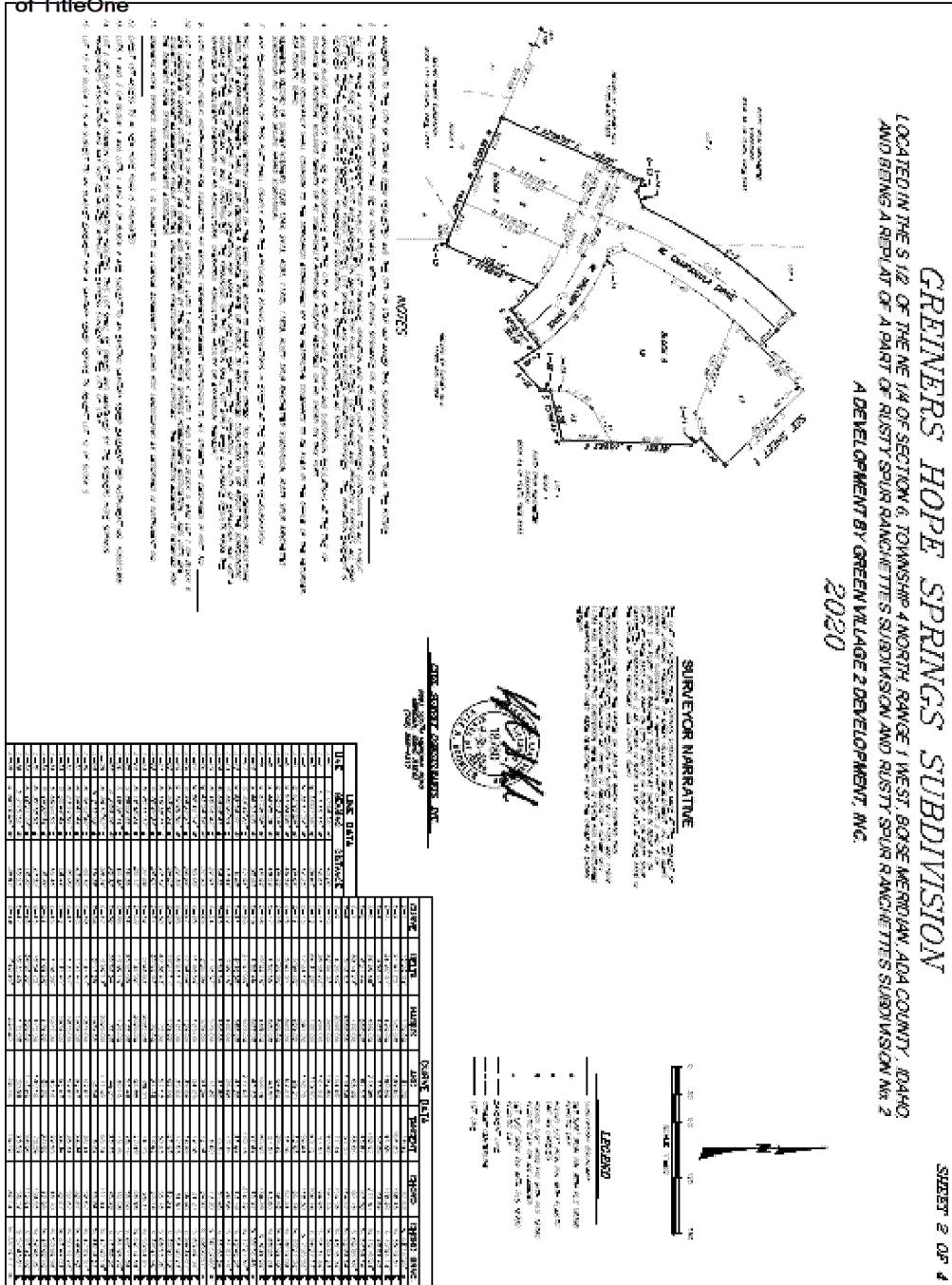


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## GREENERS HOPE SPRINGS SUBDIVISION

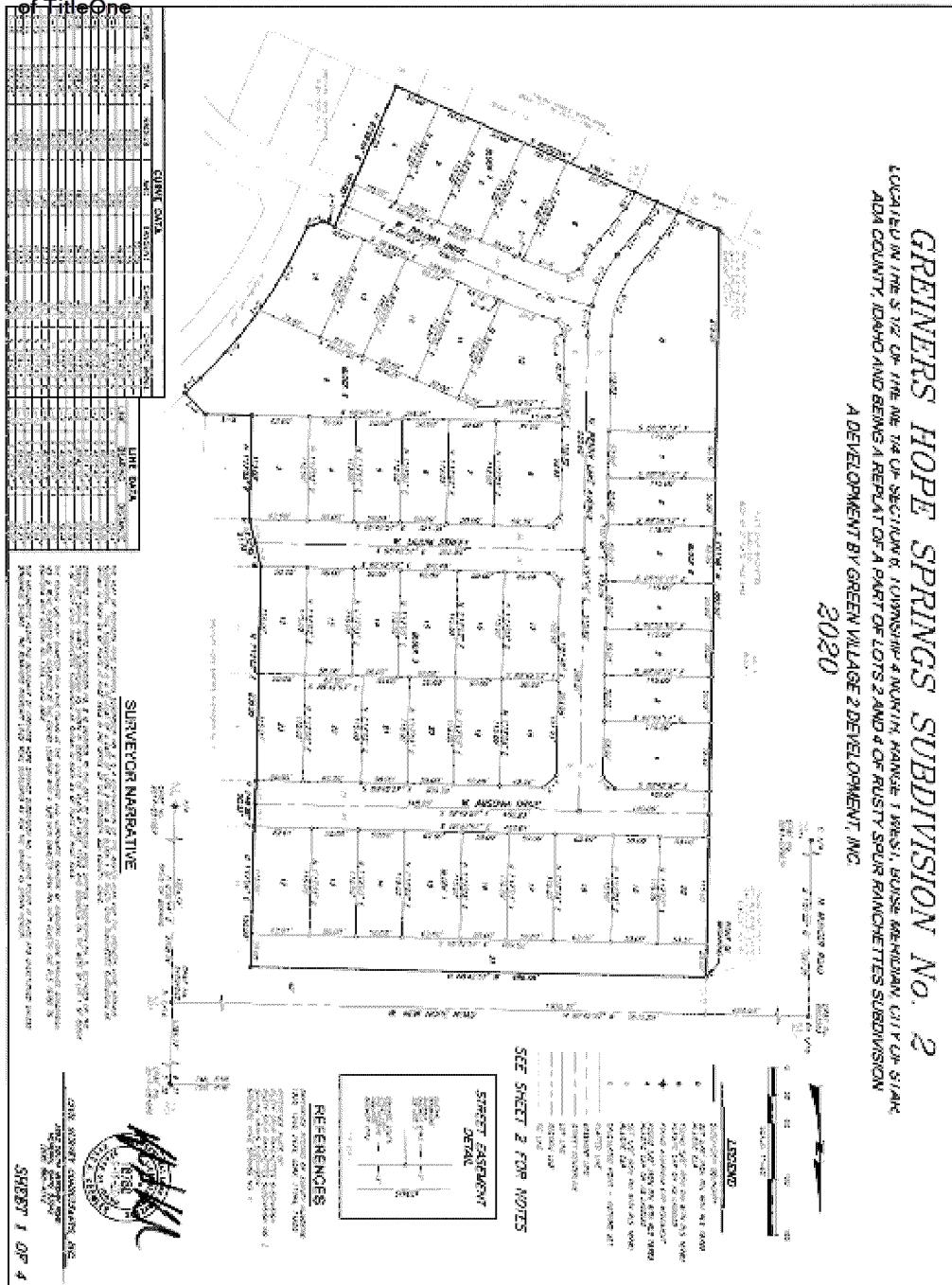
LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERCATOR, ADA COUNTY, IDAHO, AND BEING A REPLAT OF A PART OF RUSTY SPUR RANCHETTES SUBDIVISION AND RUSTY SPUR RANCHETTES SUBDIVISION NO. 2.

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*GREETERS HOPE SPRINGS SUBDIVISION No. 2*

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1. **What is the best way to approach the study of the Constitution?** The Constitution is a very long document, and it is important to understand the context in which it was written. One way to approach the study of the Constitution is to read it in its entirety and then analyze it section by section. Another way is to focus on specific topics or themes, such as the Bill of Rights or the powers of the federal government. It is also important to consider the historical context in which the Constitution was written, including the political, social, and economic conditions of the time.

2. **What are the most important provisions of the Constitution?** The most important provisions of the Constitution are the Bill of Rights, which protects individual rights and freedoms; the powers of the federal government, which are divided among the legislative, executive, and judicial branches; and the powers of the states, which are reserved for the states and their citizens. The Constitution also establishes a system of checks and balances to prevent any one branch of government from becoming too powerful.

3. **How does the Constitution affect our daily lives?** The Constitution affects our daily lives in many ways, from the way we vote to the way we interact with the government. For example, the First Amendment protects our right to freedom of speech, religion, and assembly, which are essential for a healthy democracy. The Fourth Amendment protects our privacy and freedom from unreasonable search and seizure. The Fifth Amendment protects us from self-incrimination and provides for due process of law. The Eighth Amendment protects us from excessive bail and残酷 and unusual punishments.

4. **What are the strengths and weaknesses of the Constitution?** The Constitution has several strengths, including its clear language and specific provisions that protect individual rights and freedoms. It also provides a clear framework for the government to operate. However, the Constitution also has some weaknesses, such as the lack of a bill of rights in the original document, which was later added as the First Amendment. Additionally, the Constitution does not provide for a clear way to amend the document, which has led to some debate over its relevance in the modern era.

5. **How does the Constitution relate to other documents, such as the Declaration of Independence?** The Constitution and the Declaration of Independence are both important documents in American history. The Declaration of Independence, written in 1776, declared the colonies' independence from Great Britain and outlined the principles of liberty and equality. The Constitution, written in 1787, established a new form of government for the United States, based on the principles of the Declaration of Independence. Both documents are important in understanding the history and values of the United States.

6. **What are the most controversial issues related to the Constitution?** One of the most controversial issues related to the Constitution is the interpretation of its provisions. For example, there is ongoing debate over the meaning of the Second Amendment, which protects the right to bear arms. There is also debate over the powers of the federal government, particularly regarding issues such as healthcare, education, and environmental regulation. Additionally, there is debate over the constitutionality of various laws and policies, such as those related to same-sex marriage, abortion, and gun control.

7. **What are the most important lessons we can learn from the study of the Constitution?** The most important lessons we can learn from the study of the Constitution are the importance of individual rights and freedoms, the need for a system of checks and balances to prevent any one branch of government from becoming too powerful, and the importance of a clear and specific document that outlines the powers and responsibilities of the government. The Constitution serves as a model for good governance and a framework for a just and fair society.

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**EXHIBIT B – 21**  
4883-4488-7046, v. 1.2



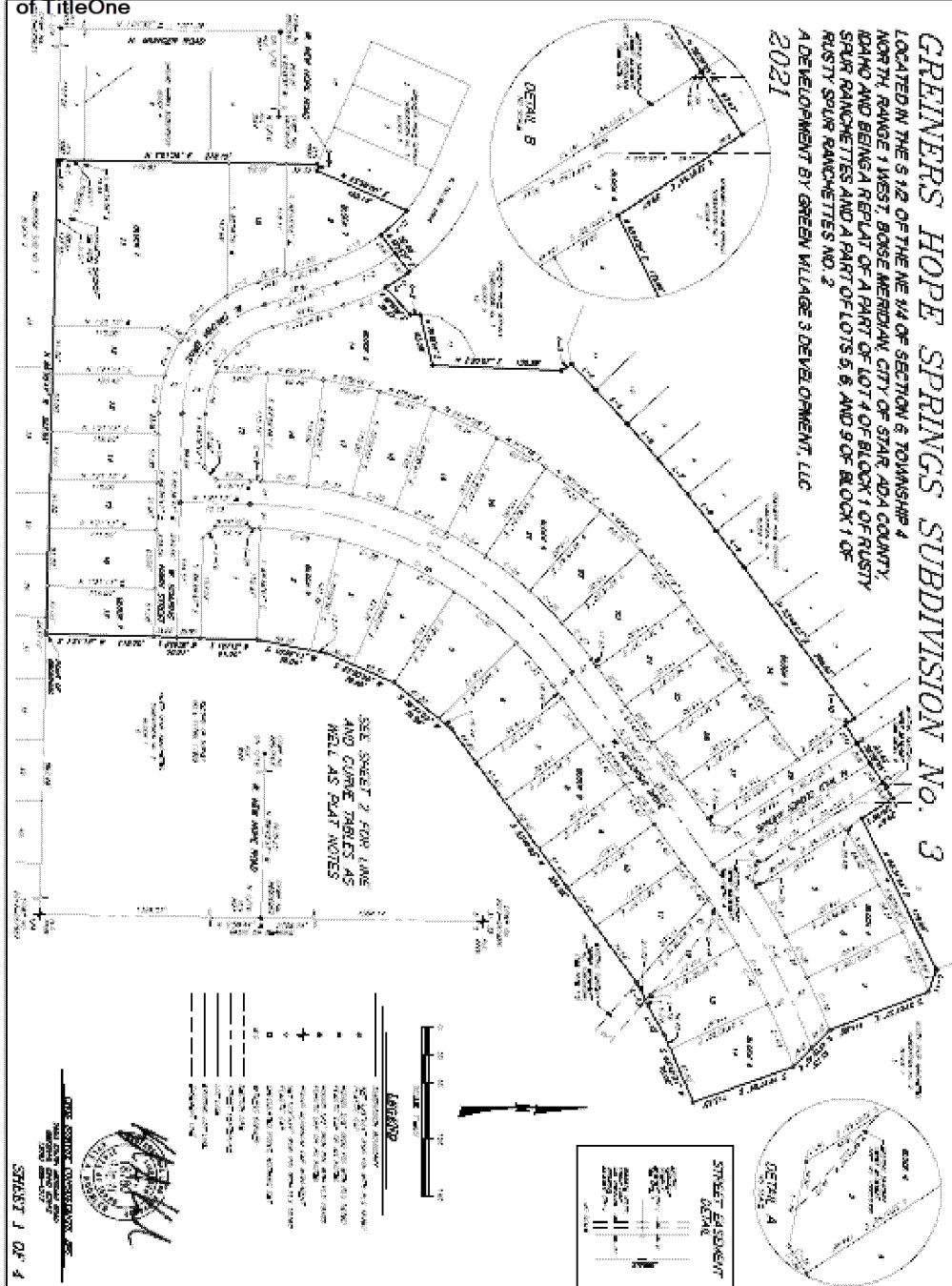
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GREINERS HOPE SPRINGS SUBDIVISION No. 3

LOCATED AT THE 5/12 OFF THE NE 1/4 OF SECTION 6 TOWNSHIP 4  
NORTH, RANGE 7, WEST, BOISE MERIDIAN CITY OF STAR, ADA COUNTY,  
IDAHO AND BEING A REPLAT OF A PART OF LOT 4 OF BLOCK 1 OF RUSTY  
SPUR RANCHETTES AND A PART OF LOTS 5, 6, AND 9 OF BLOCK 1 OF  
RUSTY SPUR RANCHETTES NO. 2  
A DEVELOPMENT BY GREEN VILLAGE 3 DEVELOPMENT, LLC

2021  
ADE DEVELOPMENT BY GREEN VILLAGE DEVELOPMENT, LLC

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GREETERS HOPE SPRINGS SUBDIVISION NO. 3

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14. *On the other hand, the author's argument is that the* *reform* *is* *not* *designed* *to* *reduce* *the* *size* *of* *the* *state* *but* *to* *improve* *the* *efficiency* *of* *the* *state*.

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**REFERENCES**

SURVEYOR NARRATIVE

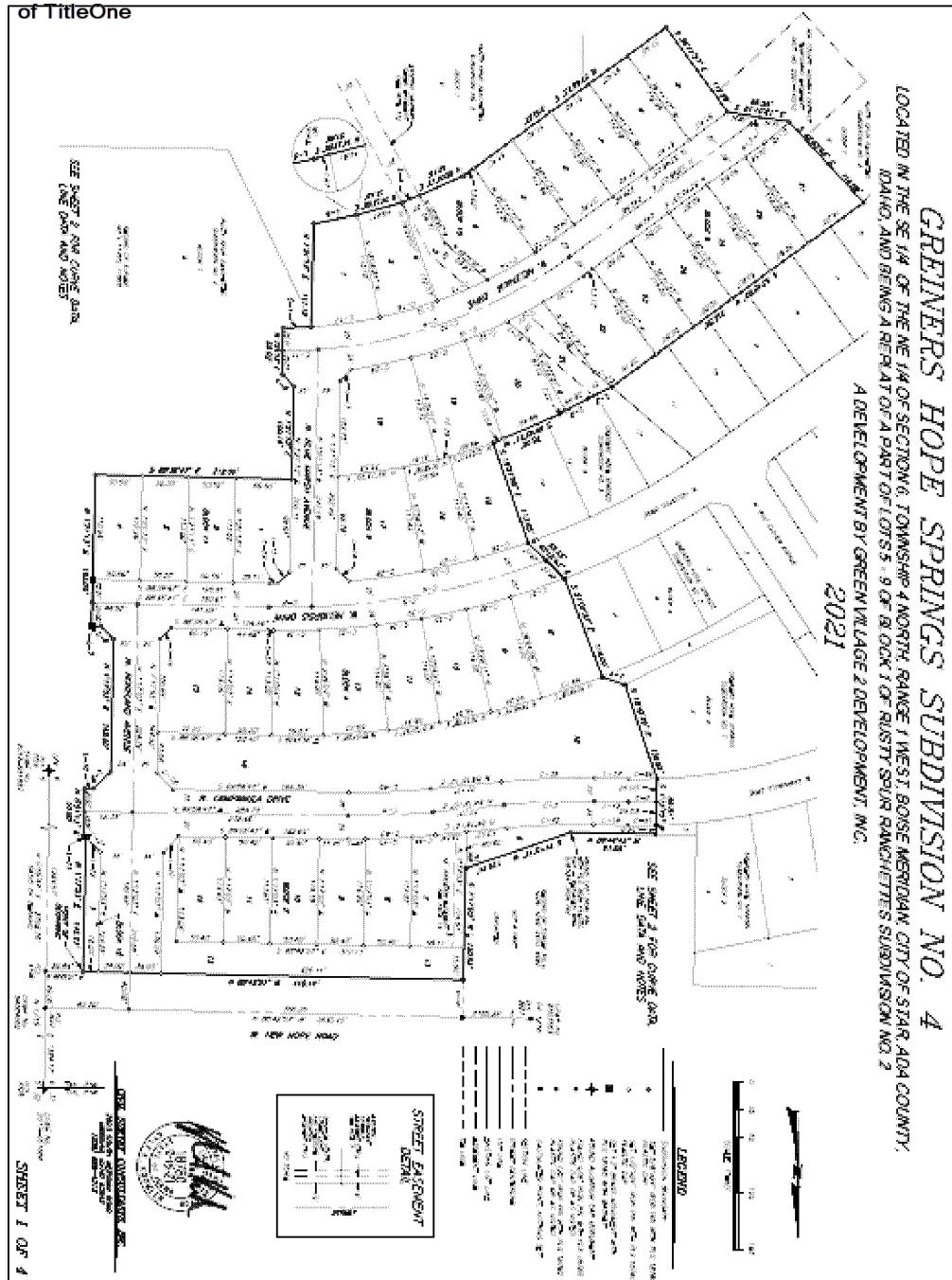
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P-30 & LINES

**EXHIBIT B – 23**  
4883-4488-7046, v. 1.2



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GREVERS HOPE SPRINGS SUBDIVISION NO. 4

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NOTE 5

4. The *Journal of the American Revolution* is a quarterly publication of the Society of the American Revolution, 1776-1883, Inc., and is not affiliated with the Society of the American Revolution, Inc., founded 1883.

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**SURVEYOR NARRATIVE**

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**EXHIBIT B – 25**  
4883-4488-7046, v. 1.2



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Greiner Hope Springs Subdivision No 1  
SUBP20-0004  
T 4N, R 1W Sec 6

(Reserved for Ada County Recorder's)

### TEMPORARY STORM WATER DRAINAGE EASEMENT

This Storm Water drainage Easement ("Easement") is made as of the  
5 day of March, 2020 by and between Tucker M Johnson, Property  
Owner, and Ada County Highway District, a body corporate and politic of the  
State of Idaho (hereinafter "ACHD");

#### W I T N E S S E T H :

For good and sufficient consideration it is agreed:

#### Section 1. Recitals.

1.1 Grantor owns the parcel of real property located in Ada County, Idaho, more particularly described and depicted on Exhibit 'A' attached hereto (the "Servient Estate").

1.2 Grantor is developing a subdivision in Ada County, known as the Greiner Hope Springs Subdivision No 1 and the preliminary plat of the first phase of such subdivision has been approved by ACHD. When the final plat is approved by ACHD and recorded, a public right-of-way for streets and related improvements, including drainage easements will be dedicated to ACHD. When the streets and related improvements are constructed by the Grantor in the right-of-way, and ACHD has accepted the same, they will become a part of the ACHD system of highways.

1.3 The storm water drainage system related to the platted streets to be dedicated to ACHD when the plat referred to in Section 1.2 is recorded will extend beyond the plat and on, over and across the Servient Estate as a temporary storm water drainage system ("Temporary Facility"), to be replaced with a permanent storm water drainage system ("Permanent Facility") with the development of the Servient Estate, and on the terms and conditions hereinafter set forth the Grantor desires to grant to ACHD, and ACHD desires to accept, an easement for storm water drainage on, over, under and across the Servient Estate, and for the repair, maintenance, reconstruction, and enhancement thereof.

#### Section 2. Grant of Easement

2.1 For the period and on the terms and conditions hereinafter set forth, Grantor hereby grants to ACHD an easement and right-of-way for storm water drainage from the ACHD system of highways on, under, over and across the

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Servient Estate, and for the repair, maintenance, reconstruction and enhancement of the same (hereafter "Authorized Use")

2.2 The easement herein granted is exclusive to ACHD, and no structures, fences or other improvements are to be constructed, or landscaping planted, on the Servient Estate by Grantor or Grantor's successors or assigns to the underlying title thereto without the prior written consent of ACHD. Such consent will not be given if, in its sole discretion, ACHD determines the proposed improvement and/or landscaping may interfere with ACHD's Authorized Use of the Servient Estate. When such consent is given, if any structures, fences, landscaping or other improvements constructed or planted on the Servient Estate must be removed in order for ACHD to undertake any Authorized Use of the Servient Estate, the costs of removal and replacement or restoration of the same shall be the obligation of Grantor.

**Section 3. Construction; Acceptance; Repair and Maintenance; Grantor Indemnification; Contractor Warranties.**

3.1 At Grantor's sole cost and expense, Grantor shall construct and install the Temporary Facility on the Servient Estate in accordance with designs, plans and specifications approved by ACHD in advance, in writing. During construction, Grantor shall give ACHD reasonable notice and opportunity to inspect the same.

3.2 When, by written notice given Grantor, ACHD has accepted the Temporary Facility on the Servient Estate as constructed and installed by Grantor; Grantor shall maintain and repair the Temporary Facility thereafter, at its sole cost and expense for the term of this Easement.

3.3 Grantor shall enforce for the benefit of ACHD any warranties for the construction and installation of the Temporary Facility.

3.4 Grantor shall indemnify and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions or judgments for damages, injury or death caused by or arising out of the failure or neglect of Grantor to properly construct, install, maintain and repair the Temporary Facility on the Servient Estate.

**Section 4. Grantor Indemnification.**

Following ACHD's acceptance of the Temporary Facility as constructed by Grantor, Grantor shall indemnify and hold harmless ACHD from and against all claims, actions or judgments for damages, injury or death caused by or arising out of Grantor's failure or neglect to maintain and repair the Temporary Facility on the Servient Estate for the term of this Easement.

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/16)



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Section 5. Term.

The term of this Easement shall commence upon the date of the recording thereof, and continue in full force and effect until: (i) Grantor records a final subdivision plat covering the Servient Estate which includes a dedication of an easement to ACHD serving the same purpose as this Easement, and (ii) ACHD has accepted for maintenance a Permanent Facility on the Servient Estate as constructed and installed by the Grantor. Upon the occurrence of such events; on request of Grantor, ACHD will execute and deliver to Grantor a release of this Easement.

Section 6. Covenants Run with the Land.

Throughout the term of this Easement, it shall be a burden upon the Servient Estate and shall be appurtenant to and for the benefit of the ACHD system of highways, and shall run with the land.

Section 7. Attorneys Fees and Costs.

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.

Section 8. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated as if set forth in full herein.

Section 9. 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.

Section 10. Notices.

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:

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Grantor: Tucker M Johnson  
372 S Eagle Road, Ste 328  
Eagle, Idaho 83616

ACHD: Ada County Highway District  
3775 N Adams Street  
Garden City, Idaho 83714

Section 11. Recordation.

This Easement shall be recorded in the Real Property Records of Ada County, Idaho.

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

GRANTOR

  
By: Tucker M. Johnson  
Its: Property Owner

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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STATE OF IDAHO )  
                    ) ss.  
County of Ada    )

This record was acknowledged before me on March 5  
2020

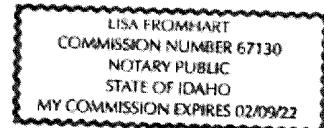
by Tucker M. Johnson [date]  
[name(s) of individual(s)]

as Property Owner  
[type of authority, such as officer or trustee]

of Green Village 2 Development Inc  
[name of party on behalf of whom record was executed]

Lisa Fromhart

Signature of notary public



My commission expires: 2/09/22

#### EXHIBIT LIST

Exhibit "A". Legal description of Servient Estate.

*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.*

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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**EXHIBIT A**

**STORM DRAIN EASMENT NO. 1**

**FOR**

**GREEN VILLAGE 2 DEVELOPMENT, INC**

An easement located in the SW 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, and being a part of Lots 2 and 4 of Block 1 of *RUSTY SPUR RANCHETTES* as shown in Book 64 of Plats at Page 6463 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said NE 1/4 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 53°04'47" W a distance of 1808.25 feet to the POINT OF BEGINNING;

Thence N 88°42'57" W a distance of 212.05 feet to a point;

Thence N 1°17'03" E a distance of 31.00 feet to a point;

Thence S 88°42'57" E a distance of 110.00 feet to a point;

Thence N 1°17'03" E a distance of 75.00 feet to a point;

Thence S 88°42'57" E a distance of 97.38 feet to a point;

Thence S 1°17'03" W a distance of 25.00 feet to a point;

Thence S 4°02'54" E a distance of 50.22 feet to a point;

Thence S 1°17'03" W a distance of 31.00 feet to the POINT OF BEGINNING.

This parcel contains 13,994 square feet (0.321 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS  
Civil Survey Consultants, Incorporated  
February 6, 2020

Page 1 of 1

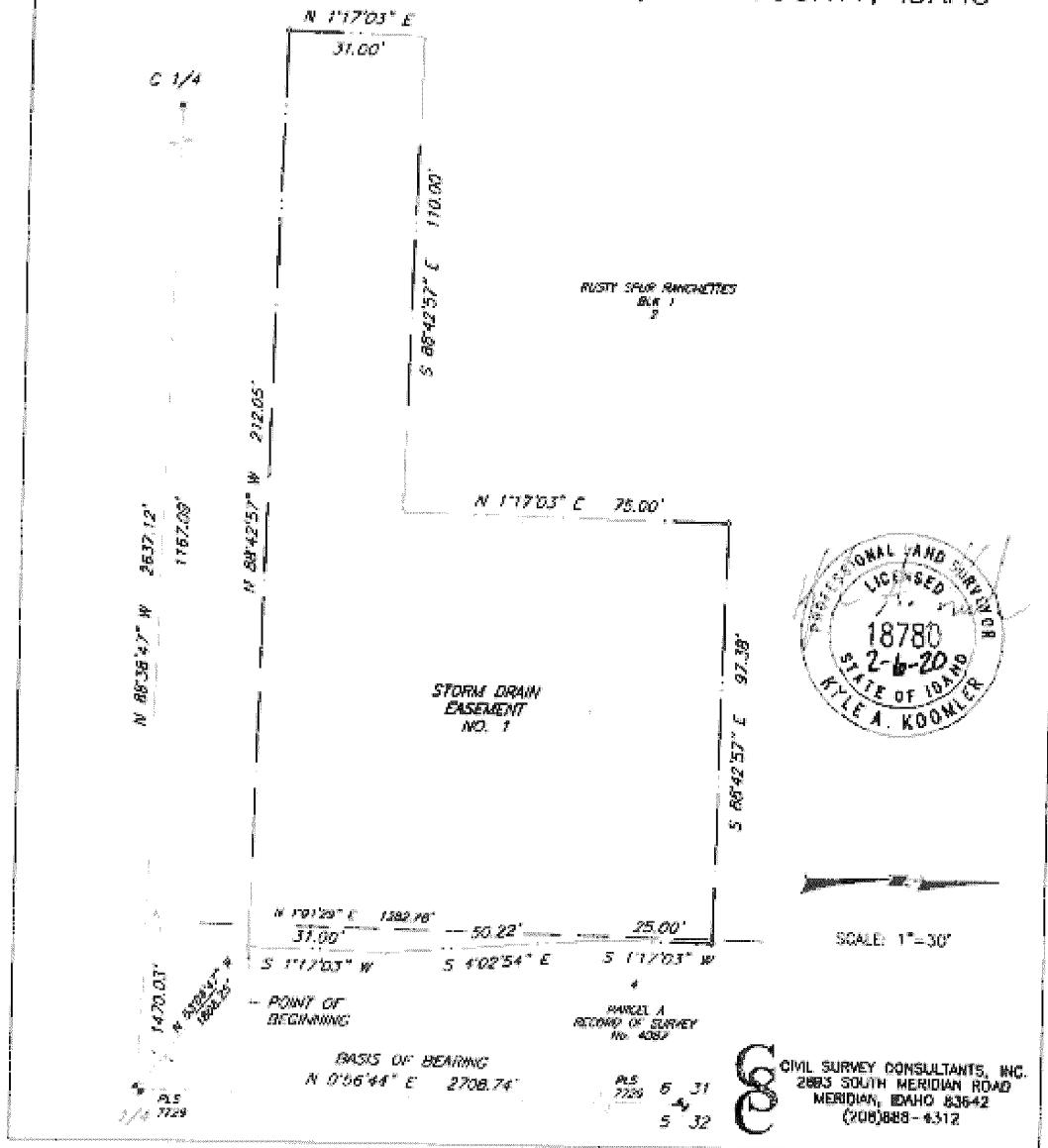




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*EXHIBIT B*

SKETCH TO ACCOMPANY DESCRIPTIONS FOR GREEN  
VILLAGE 2 DEVELOPMENT, INC LOCATED IN THE SW 1/4  
OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO



**EXHIBIT B – 32**  
4883-4488-7046, v. 1.2



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**EXHIBIT A**

**STORM DRAIN EASMENT NO. 2**

**FOR**

**GREEN VILLAGE 2 DEVELOPMENT, INC**

An easement located in the SW 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, and being a part of Lots 2 and 4 of Block 1 of *RUSTY SPUR RANCHETTES* as shown in Book 64 of Plats at Page 6463 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said NE 1/4 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 60°35'17" W a distance of 1651.42 feet to the POINT OF BEGINNING;

Thence N 88°42'57" W a distance of 184.57 feet to a point;

Thence N 1°17'03" E a distance of 26.00 feet to a point;

Thence S 88°42'57" E a distance of 79.99 feet to a point;

Thence N 1°17'03" E a distance of 75.00 feet to a point;

Thence S 88°42'57" E a distance of 91.35 feet to a point;

Thence S 1°17'03" W a distance of 25.00 feet to a point;

Thence S 13°32'49" E a distance of 51.72 feet to a point;

Thence S 1°17'03" W a distance of 26.00 feet to the POINT OF BEGINNING.

This parcel contains 11,981 square feet (0.275 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS  
Civil Survey Consultants, Incorporated  
February 6, 2020

Page 1 of 1



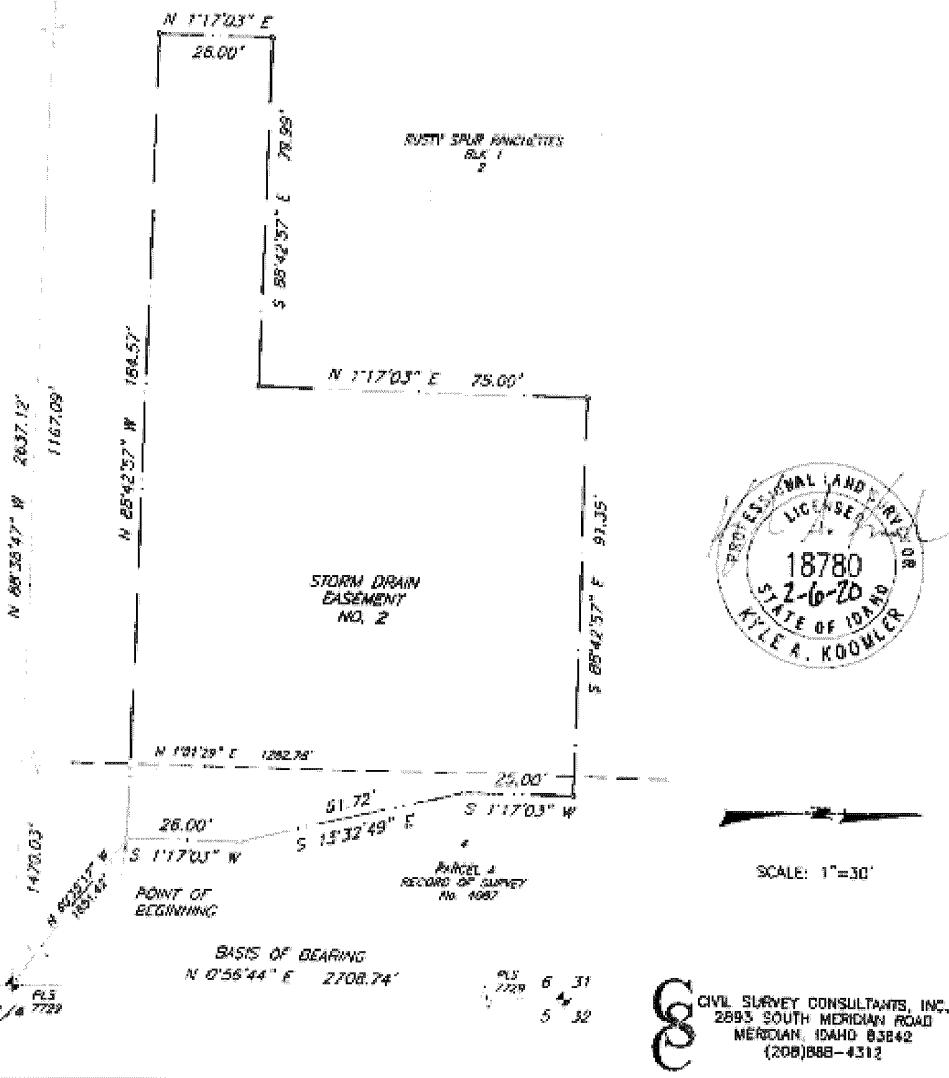


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*EXHIBIT B*

SKETCH TO ACCOMPANY DESCRIPTIONS FOR GREEN  
VILLAGE 2 DEVELOPMENT, INC LOCATED IN THE SW 1/4  
OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

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**EXHIBIT B – 34**  
4883-4488-7046, v. 1.2



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**EXHIBIT A**

**STORM DRAIN EASMENT NO. 3**

**FOR**

**GREEN VILLAGE 2 DEVELOPMENT, INC**

An easement located in the SW 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, and being a part of Lots 2 and 4 of Block 1 of *RUSTY SPUR RANCHETTES* as shown in Book 64 of Plats at Page 6463 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said NE 1/4 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 67°05'32" W a distance of 1572.39 feet to the POINT OF BEGINNING;

Thence N 66°00'55" W a distance of 183.62 feet to a point;

Thence N 18°04'07" E a distance of 44.12 feet to a point;

Thence S 88°42'57" E a distance of 212.00 feet to a point;

Thence S 43°54'18" E a distance of 31.53 feet to a point;

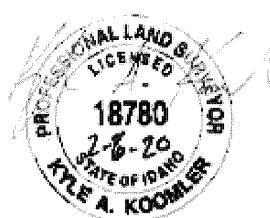
Thence S 46°05'42" W a distance of 22.91 feet to a point;

Thence a distance of 96.89 feet along the arc of a 525.00 foot radius curve left, said curve having a central angle of 10°34'26" and a long chord bearing S 40°48'29" W a distance of 96.75 feet to the POINT OF BEGINNING.

This parcel contains 17,652 square feet (0.405 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS  
Civil Survey Consultants, Incorporated  
February 6, 2020

Page 1 of 1

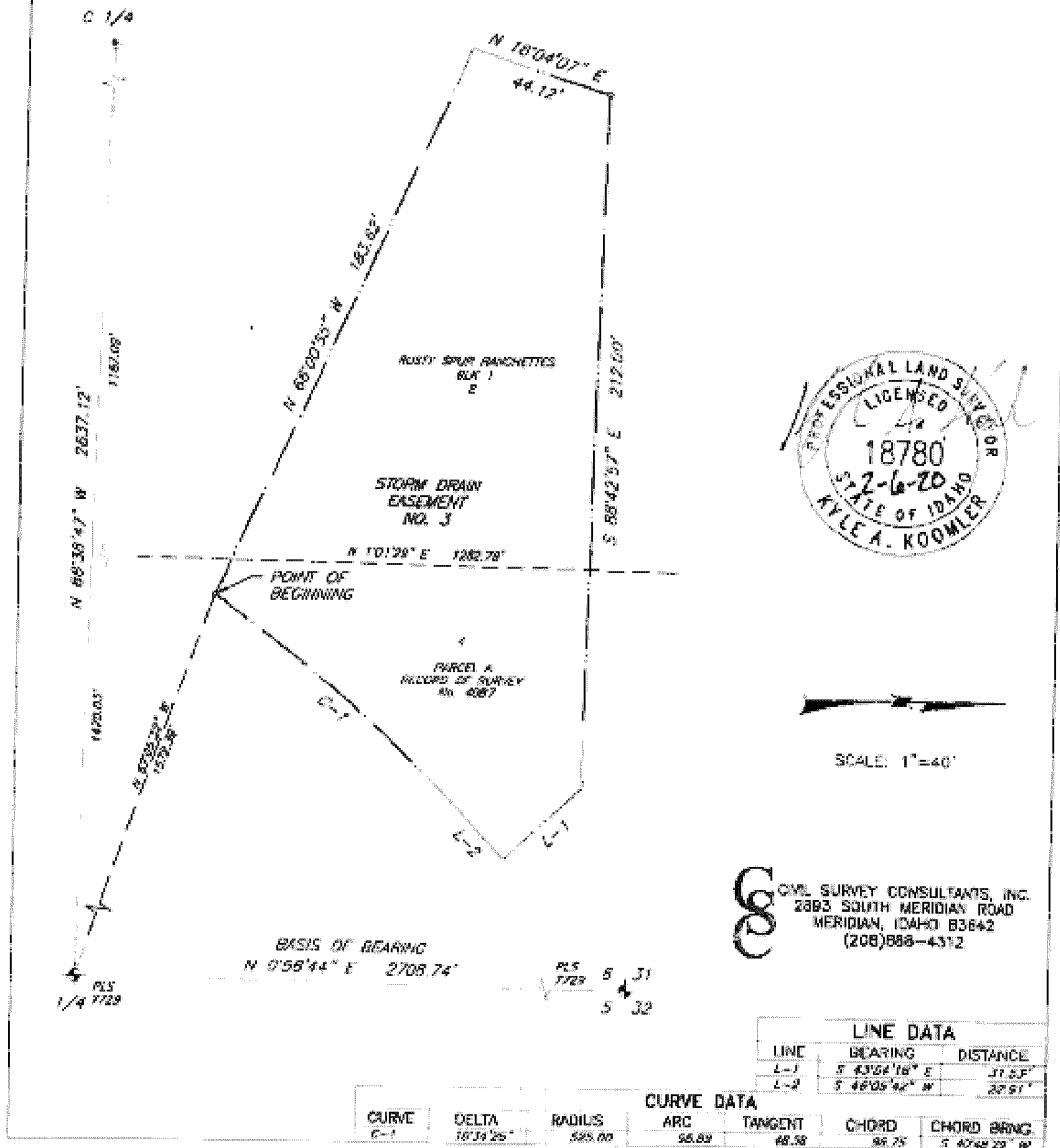




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### EXHIBIT B

SKETCH TO ACCOMPANY DESCRIPTIONS FOR GREEN  
VILLAGE 2 DEVELOPMENT, INC LOCATED IN THE SW 1/4  
OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO





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**EXHIBIT A**

**STORM DRAIN EASMENT NO. 4**

**FOR**

**GREEN VILLAGE 2 DEVELOPMENT, INC**

An easement located in the SW 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, and being a part of Lot 2 of Block 1 of *RUSTY SPUR RANCHETTES* as shown in Book 64 of Plats at Page 6463 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said NE 1/4 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 73°51'14" W a distance of 1624.45 feet to the POINT OF BEGINNING;

Thence N 66°00'55" W a distance of 107.00 feet to a point;

Thence N 23°59'05" E a distance of 27.00 feet to a point;

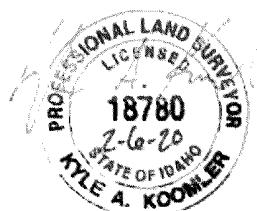
Thence S 66°00'55" E a distance of 82.00 feet to a point;

Thence N 50°32'59" E a distance of 55.90 feet to a point;

Thence S 23°59'05" W a distance of 27.00 feet to the POINT OF BEGINNING.

This parcel contains 3,514 square feet (0.081 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS  
Civil Survey Consultants, Incorporated  
February 6, 2020



Page 1 of 1



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### EXHIBIT B

SKETCH TO ACCOMPANY DESCRIPTIONS FOR GREEN  
VILLAGE 2 DEVELOPMENT, INC LOCATED IN THE SW 1/4  
OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

SW 1/4

N 86°38'47" W 2637.12'

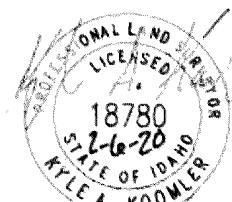
N 23°59'05" W 1/4 7728

BASIS OF BEARING  
N 036'44" E 2708.74'

POINT OF  
BEGINNING

STORM DRAIN  
EASEMENT  
NO. 4

RUSTY SPIN RANCHETTES  
BOX 1  
2



SCALE: 1"=20'

1/25 8-31  
5-32



CML SURVEY CONSULTANTS, INC.  
2893 SOUTH MERIDIAN ROAD  
MERIDIAN, IDAHO 83642  
(208)888-4312



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Greiner Hope Springs Subdivision No 1  
SUBP20-0004  
T 4N, R 1W Sec 6

(Reserved for Ada County Recorder's)

### TEMPORARY STORM WATER DRAINAGE EASEMENT

This Storm Water drainage Easement ("Easement") is made as of the  
5 day of March, 2020 by and between Tucker M Johnson, Property  
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State of Idaho (hereinafter "ACHD");

#### W I T N E S S E T H :

For good and sufficient consideration it is agreed:

##### Section 1. Recitals.

1.1 Grantor owns the parcel of real property located in Ada County, Idaho, more particularly described and depicted on Exhibit 'A' attached hereto (the 'Servient Estate').

1.2 Grantor is developing a subdivision in Ada County, known as the Greiner Hope Springs Subdivision No 1 and the preliminary plat of the first phase of such subdivision has been approved by ACHD. When the final plat is approved by ACHD and recorded, a public right-of-way for streets and related improvements, including drainage easements will be dedicated to ACHD. When the streets and related improvements are constructed by the Grantor in the right-of-way, and ACHD has accepted the same, they will become a part of the ACHD system of highways.

1.3 The storm water drainage system related to the platted streets to be dedicated to ACHD when the plat referred to in Section 1.2 is recorded will extend beyond the plat and on, over and across the Servient Estate as a temporary storm water drainage system ("Temporary Facility"), to be replaced with a permanent storm water drainage system ("Permanent Facility") with the development of the Servient Estate, and on the terms and conditions hereinafter set forth the Grantor desires to grant to ACHD, and ACHD desires to accept, an easement for storm water drainage on, over, under and across the Servient Estate, and for the repair, maintenance, reconstruction, and enhancement thereof.

##### Section 2. Grant of Easement

2.1 For the period and on the terms and conditions hereinafter set forth, Grantor hereby grants to ACHD an easement and right-of-way for storm water drainage from the ACHD system of highways on, under, over and across the

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Servient Estate, and for the repair, maintenance, reconstruction and enhancement of the same (hereafter "Authorized Use")

2.2 The easement herein granted is exclusive to ACHD, and no structures, fences or other improvements are to be constructed, or landscaping planted, on the Servient Estate by Grantor or Grantor's successors or assigns to the underlying title thereto without the prior written consent of ACHD. Such consent will not be given if, in its sole discretion, ACHD determines the proposed improvement and/or landscaping may interfere with ACHD's Authorized Use of the Servient Estate. When such consent is given, if any structures, fences, landscaping or other improvements constructed or planted on the Servient Estate must be removed in order for ACHD to undertake any Authorized Use of the Servient Estate, the costs of removal and replacement or restoration of the same shall be the obligation of Grantor.

Section 3. Construction; Acceptance; Repair and Maintenance; Grantor Indemnification; Contractor Warranties.

3.1 At Grantor's sole cost and expense, Grantor shall construct and install the Temporary Facility on the Servient Estate in accordance with designs, plans and specifications approved by ACHD in advance, in writing. During construction, Grantor shall give ACHD reasonable notice and opportunity to inspect the same.

3.2 When, by written notice given Grantor, ACHD has accepted the Temporary Facility on the Servient Estate as constructed and installed by Grantor, Grantor shall maintain and repair the Temporary Facility thereafter, at its sole cost and expense for the term of this Easement.

3.3 Grantor shall enforce for the benefit of ACHD any warranties for the construction and installation of the Temporary Facility.

3.4 Grantor shall indemnify and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions or judgments for damages, injury or death caused by or arising out of the failure or neglect of Grantor to properly construct, install, maintain and repair the Temporary Facility on the Servient Estate.

Section 4. Grantor Indemnification.

Following ACHD's acceptance of the Temporary Facility as constructed by Grantor, Grantor shall indemnify and hold harmless ACHD from and against all claims, actions or judgments for damages, injury or death caused by or arising out of Grantor's failure or neglect to maintain and repair the Temporary Facility on the Servient Estate for the term of this Easement.

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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#### Section 5. Term

The term of this Easement shall commence upon the date of the recording thereof, and continue in full force and effect until: (i) Grantor records a final subdivision plat covering the Servient Estate which includes a dedication of an easement to ACHD serving the same purpose as this Easement, and (ii) ACHD has accepted for maintenance a Permanent Facility on the Servient Estate as constructed and installed by the Grantor. Upon the occurrence of such events; on request of Grantor, ACHD will execute and deliver to Grantor a release of this Easement.

#### Section 6. Covenants Run with the Land.

Throughout the term of this Easement, it shall be a burden upon the Servient Estate and shall be appurtenant to and for the benefit of the ACHD system of highways, and shall run with the land.

#### Section 7. Attorneys Fees and Costs

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.

#### Section 8. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated as if set forth in full herein.

#### Section 9. 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.

#### Section 10. Notices.

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:

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Grantor: Tucker M Johnson  
372 S Eagle Road, Ste 328  
Eagle, Idaho 83616

ACHD: Ada County Highway District  
3775 N Adams Street  
Garden City, Idaho 83714

Section 11. Recordation.

This Easement shall be recorded in the Real Property Records of Ada County, Idaho.

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

GRANTOR

A handwritten signature of Tucker M. Johnson.

By: Tucker M. Johnson  
Its: Property Owner

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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of TitleOne

STATE OF IDAHO )  
                    ) ss.  
County of Ada    )

This record was acknowledged before me on March 5,  
2020

by Tucker M Johnson [date]  
(name(s) of individual(s))

as Property Owner  
(type of authority, such as officer or trustee)

of Green Village 2 Development Inc.  
(name of party on behalf of whom record was executed)

Lisa Fromhart

Signature of notary public



My commission expires: 2/09/22

#### EXHIBIT LIST

Exhibit "A". Legal description of Servient Estate.

*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.*

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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**EXHIBIT A**

**STORM DRAIN EASMENT NO. 5**

**FOR**

**GREEN VILLAGE 2 DEVELOPMENT, INC**

An easement located in the SE 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, and being a part of Lots 5 and 6 of Block 1 of **RUSTY SPLUR RANCHETTES SUBDIVISION NO. 2** as shown in Book 64 of Plats at Page 6556 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said NE 1/4 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 52°58'41" W a distance of 1249.82 feet to the POINT OF BEGINNING;

Thence N 36°11'37" W a distance of 35.24 feet to a point;

Thence N 53°48'23" E a distance of 182.01 feet to a point;

Thence S 36°11'37" E a distance of 12.25 feet to a point;

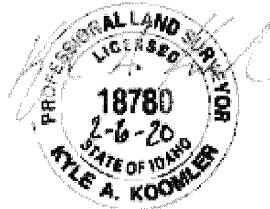
Thence N 56°58'05" E a distance of 48.43 feet to a point;

Thence S 33°01'55" E a distance of 20.35 feet to a point;

Thence S 53°48'23" W a distance of 229.25 feet to the POINT OF BEGINNING.

This parcel contains 7,450 square feet (0.171 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS  
Civil Survey Consultants, Incorporated  
February 6, 2020



Page 1 of 1

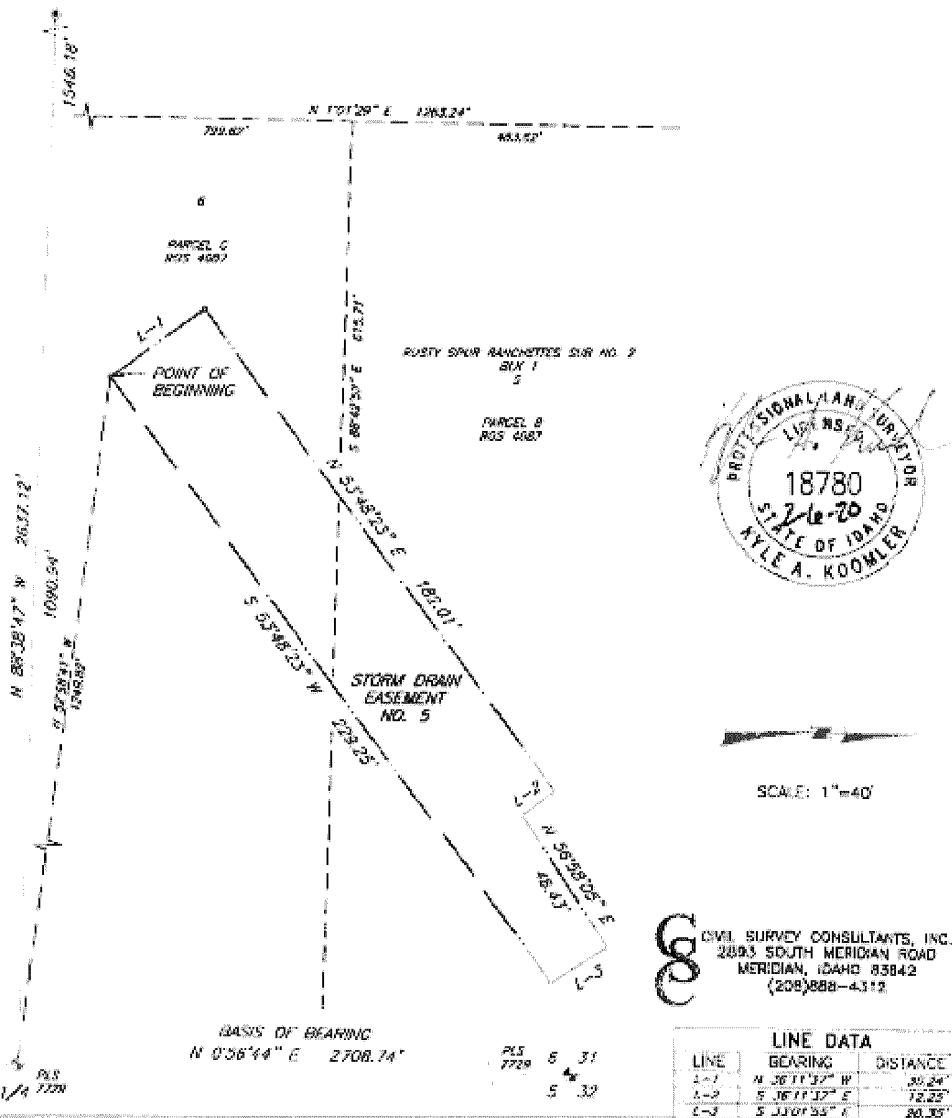


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*EXHIBIT B*

SKETCH TO ACCOMPANY DESCRIPTIONS FOR GREEN  
VILLAGE 2 DEVELOPMENT, INC LOCATED IN THE SE 1/4  
OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

C 174



**EXHIBIT B – 45**  
4883-4488-7046, v. 1.2



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Greiner Hope Springs Subdivision No 1  
SUBP20-0004  
T 4N, R 1W Sec 6

(Reserved for Ada County Recorder's)

### TEMPORARY STORM WATER DRAINAGE EASEMENT

This Storm Water drainage Easement ("Easement") is made as of the  
5 day of March, 2015 by and between Tucker M Johnson, Property  
Owner, and Ada County Highway District, a body corporate and politic of the  
State of Idaho (hereinafter "ACHD");

#### WITNESSETH:

For good and sufficient consideration it is agreed:

#### Section 1. Recitals

1.1 Grantor owns the parcel of real property located in Ada County, Idaho, more particularly described and depicted on Exhibit 'A' attached hereto (the "Servient Estate").

1.2 Grantor is developing a subdivision in Ada County, known as the Greiner Hope Springs Subdivision No 1 and the preliminary plat of the first phase of such subdivision has been approved by ACHD. When the final plat is approved by ACHD and recorded, a public right-of-way for streets and related improvements, including drainage easements will be dedicated to ACHD. When the streets and related improvements are constructed by the Grantor in the right-of-way, and ACHD has accepted the same, they will become a part of the ACHD system of highways.

1.3 The storm water drainage system related to the platted streets to be dedicated to ACHD when the plat referred to in Section 1.2 is recorded will extend beyond the plat and on, over and across the Servient Estate as a temporary storm water drainage system ("Temporary Facility"), to be replaced with a permanent storm water drainage system ("Permanent Facility") with the development of the Servient Estate, and on the terms and conditions hereinafter set forth the Grantor desires to grant to ACHD, and ACHD desires to accept, an easement for storm water drainage on, over, under and across the Servient Estate, and for the repair, maintenance, reconstruction, and enhancement thereof.

#### Section 2. Grant of Easement

2.1 For the period and on the terms and conditions hereinafter set forth, Grantor hereby grants to ACHD an easement and right-of-way for storm water drainage from the ACHD system of highways on, under, over and across the

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Servient Estate, and for the repair, maintenance, reconstruction and enhancement of the same (hereafter 'Authorized Use')

2.2. The easement herein granted is exclusive to ACHD, and no structures, fences or other improvements are to be constructed, or landscaping planted, on the Servient Estate by Grantor or Grantor's successors or assigns to the underlying title thereto without the prior written consent of ACHD. Such consent will not be given if, in its sole discretion, ACHD determines the proposed improvement and/or landscaping may interfere with ACHD's Authorized Use of the Servient Estate. When such consent is given, if any structures, fences, landscaping or other improvements constructed or planted on the Servient Estate must be removed in order for ACHD to undertake any Authorized Use of the Servient Estate, the costs of removal and replacement or restoration of the same shall be the obligation of Grantor.

**Section 3. Construction; Acceptance; Repair and Maintenance; Grantor Indemnification; Contractor Warranties.**

3.1. At Grantor's sole cost and expense, Grantor shall construct and install the Temporary Facility on the Servient Estate in accordance with designs, plans and specifications approved by ACHD in advance, in writing. During construction, Grantor shall give ACHD reasonable notice and opportunity to inspect the same.

3.2. When, by written notice given Grantor, ACHD has accepted the Temporary Facility on the Servient Estate as constructed and installed by Grantor, Grantor shall maintain and repair the Temporary Facility thereafter, at its sole cost and expense for the term of this Easement.

3.3. Grantor shall enforce for the benefit of ACHD any warranties for the construction and installation of the Temporary Facility.

3.4. Grantor shall indemnify and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions or judgments for damages, injury or death caused by or arising out of the failure or neglect of Grantor to properly construct, install, maintain and repair the Temporary Facility on the Servient Estate.

**Section 4. Grantor Indemnification.**

Following ACHD's acceptance of the Temporary Facility as constructed by Grantor, Grantor shall indemnify and hold harmless ACHD from and against all claims, actions or judgments for damages, injury or death caused by or arising out of Grantor's failure or neglect to maintain and repair the Temporary Facility on the Servient Estate for the term of this Easement.

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Section 5. Term.

The term of this Easement shall commence upon the date of the recording thereof, and continue in full force and effect until: (i) Grantor records a final subdivision plat covering the Servient Estate which includes a dedication of an easement to ACHD serving the same purpose as this Easement, and (ii) ACHD has accepted for maintenance a Permanent Facility on the Servient Estate as constructed and installed by the Grantor. Upon the occurrence of such events; on request of Grantor, ACHD will execute and deliver to Grantor a release of this Easement.

Section 6. Covenants Run with the Land.

Throughout the term of this Easement, it shall be a burden upon the Servient Estate and shall be appurtenant to and for the benefit of the ACHD system of highways, and shall run with the land.

Section 7. Attorneys Fees and Costs.

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.

Section 8. Exhibits.

All exhibits attached hereto and the recitals contained herein are incorporated as if set forth in full herein.

Section 9. 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.

Section 10. Notices.

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:

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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Grantor: Tucker M Johnson  
372 S Eagle Road, Ste 328  
Eagle, Idaho 83616

ACHD: Ada County Highway District  
3775 N Adams Street  
Garden City, Idaho 83714

Section 11. Recordation.

This Easement shall be recorded in the Real Property Records of Ada County, Idaho.

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

GRANTOR

A handwritten signature of Tucker M Johnson.

By: Tucker M Johnson  
Its: Property Owner

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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STATE OF IDAHO )  
                  ) ss.  
County of Ada    )

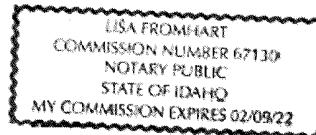
This record was acknowledged before me on March 5  
2020

by Tucker M Johnson [date]  
[name(s) of individual(s)]

as Property Owner [type of authority, such as officer or trustee]

of Green Village 2 Development Inc.  
[name of party on behalf of whom record was executed]

Signature of notary public



My commission expires: 2/09/22

#### EXHIBIT LIST

##### Exhibit "A". Legal description of Servient Estate.

*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.*

Temporary Storm Drain Easement – Grantor Maintains Temporary Facility  
(11/16/15)



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**EXHIBIT A**

**STORM DRAIN EASMENT NO. 6**

**FOR**

**GREEN VILLAGE 2 DEVELOPMENT, INC**

An easement located in the SE 1/4 of the NE 1/4 of Section 6, Township 4 North, Range 1 West, Boise Meridian, and being a part of **PARCEL B** as shown on Record of Survey No. 4087 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said NE 1/4 bears N 0°56'44" E a distance of 2708.74 feet;

Thence N 24°18'58" W a distance of 1156.32 feet to the POINT OF BEGINNING;

Thence S 82°17'14" W a distance of 148.11 feet to a point;

Thence N 18°42'29" W a distance of 46.19 feet to a point;

Thence N 1°15'15" E a distance of 59.81 feet to a point on the southerly boundary of said **PARCEL B**;

Thence S 88°44'45" E along said southerly boundary a distance of 91.65 feet to a 1/2 inch diameter iron pin marking the southeasterly corner of said **PARCEL B**;

Thence leaving said **PARCEL B** boundary S 2°46'44" E a distance of 54.64 feet to a point;

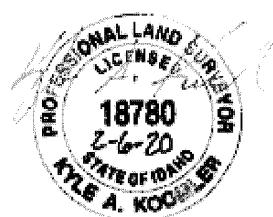
Thence N 89°44'17" E a distance of 65.92 feet to a point;

Thence S 0°10'29" E a distance of 27.39 feet to the POINT OF BEGINNING.

This parcel contains 11,015 square feet (0.253 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS  
Civil Survey Consultants, Incorporated  
February 6, 2020

Page 1 of 1

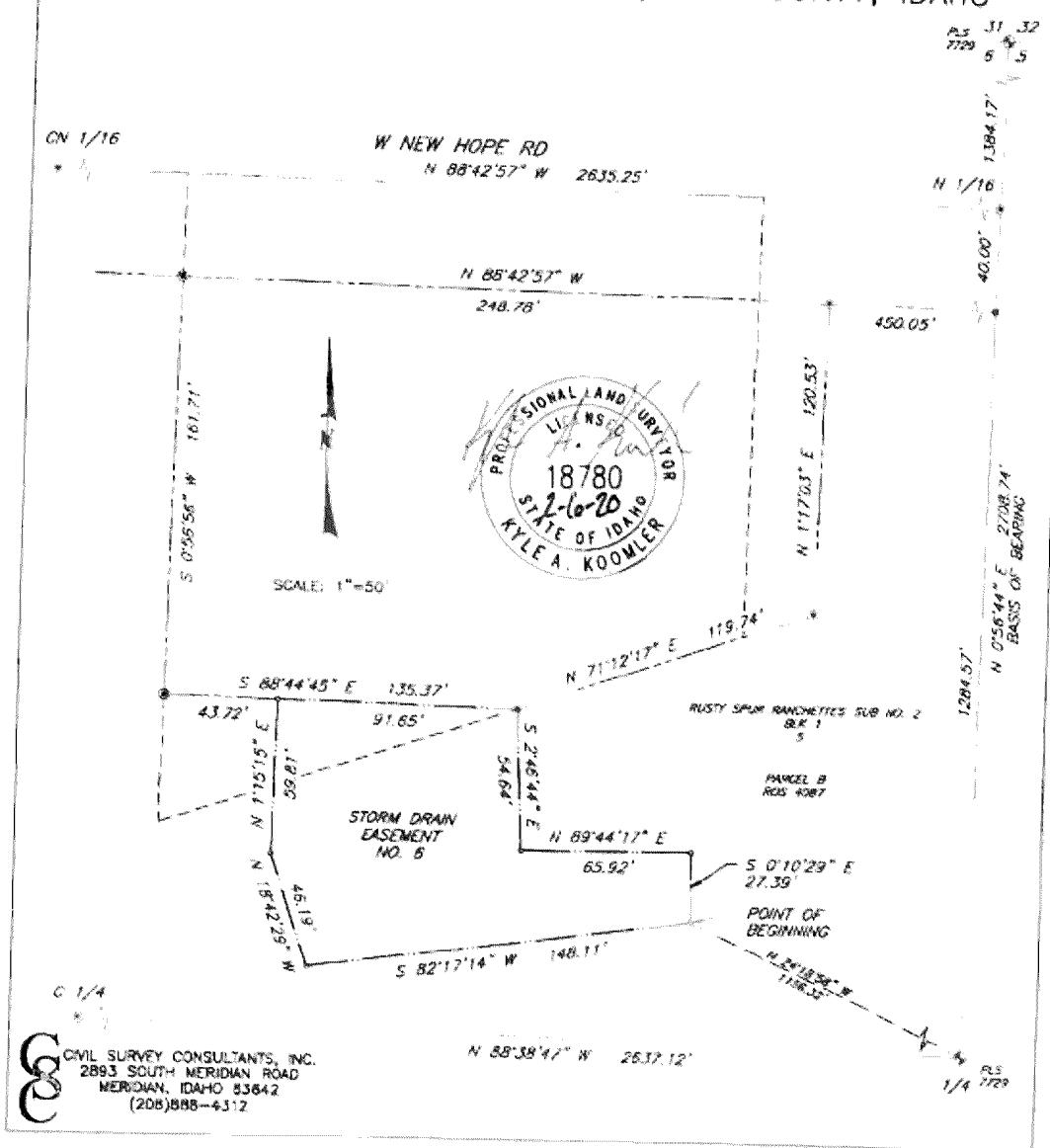




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EXHIBIT B

SKETCH TO ACCOMPANY DESCRIPTIONS FOR GREEN  
VILLAGE 2 DEVELOPMENT, INC LOCATED IN THE SE 1/4  
OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH,  
RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO





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STORM WATER OPERATIONS AND MAINTENANCE MANUAL  
FOR  
GREINERS HOPE SPRINGS SUBDIVISION