

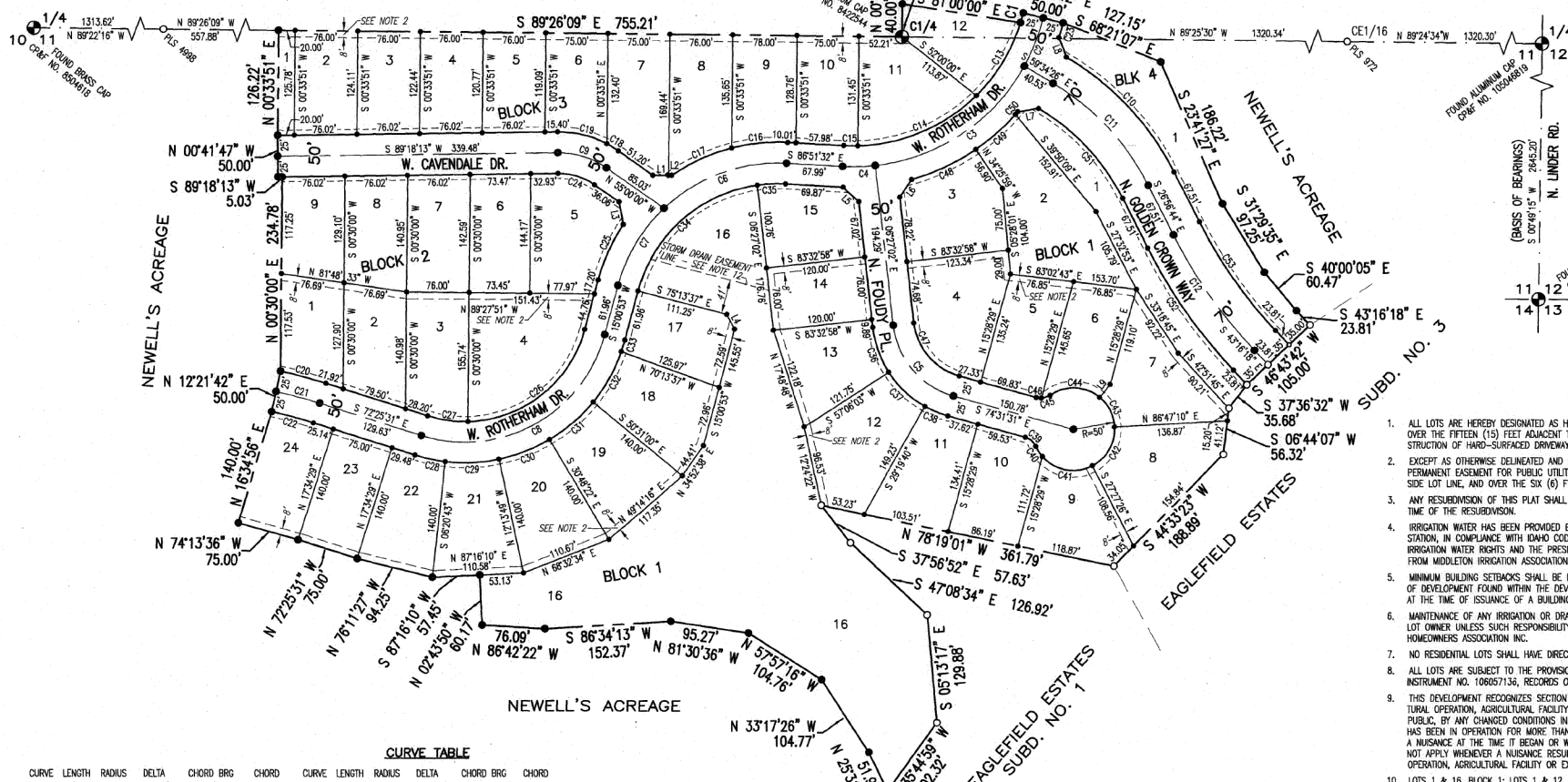
0K105 p9 14448

PLAT SHOWING
THE PRESERVE
SUBDIVISION NO. 1



of Title One RESUBDIVISION OF PORTIONS OF
LOTS 2, 3, 4, 5, 6 & 7, AND VACATED RIGHT-OF-WAY,
NEWELL'S ACREAGE, AND A PORTION OF THE SW 1/4 OF THE
NE 1/4 OF SECTION 11, T.4N., R.1W., B.M.,
EAGLE, ADA COUNTY, IDAHO
2013

MOSCA SECA SUBD. NO. 2



LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EXISTING LOT/PARCEL LINE
- 6' WIDE ADA COUNTY HIGHWAY DISTRICT PERMANENT EASEMENT INSTR. NO. 113024884
- OTHER EASEMENT LINE
- SURVEY TIE LINE
- FOUND ALUMINUM/BRASS CAP
- SET 5/8"x24" REBAR w/PLASTIC CAP
- SET 1/2"x24" REBAR w/PLASTIC CAP
- FOUND 5/8" REBAR, PLS 7729 OR AS SHOWN
- FOUND 1/2" REBAR, PLS 7729
- LOT NUMBER

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°51'33" E	18.94'
L2	S 89°51'33" E	3.92'
L3	N 10°35'36" W	27.99'
L4	S 27°36'22" E	20.31'
L5	N 45°51'34" W	25.92'
L6	S 33°57'30" W	25.93'
L7	S 80°33'42" W	25.64'
L8	S 20°50'16" E	25.19'
L9	S 39°32'35" W	20.00'

NOTES

- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND LOT DRAINAGE OVER THE FIFTEEN (15) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- EXCEPT AS OTHERWISE DELINEATED AND DIMENSIONED HEREON, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND LOT DRAINAGE OVER THE SIX (6) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE SIX (6) FEET ADJACENT TO ANY REAR LOT LINE.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED BY MIDWINTER IRRIGATION ASSOCIATION FROM THE EAGLEFIELD PUMP STATION, IN COMPLIANCE WITH IDAHO CODE 31-3805(B). THE PRESERVE SUBDIVISION NO. 1 WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE PRESERVE HOMEOWNERS ASSOCIATION INC. WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDWINTER IRRIGATION ASSOCIATION.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE SETBACKS AS SET FORTH IN THE CONDITIONS OF DEVELOPMENT FOUND WITHIN THE DEVELOPMENT AGREEMENT AND SUBSEQUENT MODIFICATIONS FOR RZ-01-11 AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY, OR THE PRESERVE HOMEOWNERS ASSOCIATION INC.
- NO RESIDENTIAL LOTS SHALL HAVE DIRECT LOT ACCESS TO N. GOLDEN CROWN WAY.
- ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE CITY OF EAGLE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106057134, RECORDS OF ADA COUNTY, IDAHO AND ANY SUBSEQUENT MODIFICATION(S).
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT 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 NON-AGRICULTURAL 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 CONSIDERED PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
- LOTS 1 & 16, BLOCK 1; LOTS 1 & 12, BLOCK 3; AND LOT 1, BLOCK 4 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE PRESERVE HOMEOWNERS ASSOCIATION INC. OR ITS ASSIGNS. LOT 1, BLOCK 3 IS COVERED BY AN EAGLE CITY SANITARY SEWER EASEMENT. LOT 2, BLOCK 1 IS A WELL LOT TO BE OWNED AND MAINTAINED BY THE CITY OF EAGLE. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE-FAMILY DWELLINGS.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 113038691, RECORDS OF ADA COUNTY, IDAHO.
- LOT 16, BLOCK 1, EXCEPT FOR THAT PORTION NORTH OF THE STORM DRAIN EASEMENT LINE AS SHOWN HEREON, IS SERVED TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS COVERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON MAY 8, 2009, AS INSTRUMENT NO. 109053259, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED INTO THE PRESENT EASEMENT AS SET FORTH IN FULL THE "MASTER EASEMENT". THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE 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.
- THIS SUBDIVISION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE RECORDED CC&R'S FOR THE PRESERVE SUBDIVISION AND THE PRESERVE HOMEOWNERS ASSOCIATION, INC. RECORDED AS INSTRUMENT NOS. 108068669, 108103785, 110104309, 110914111, 113068609 AND 113077279, RECORDS OF ADA COUNTY, IDAHO.

CURVE TABLE											
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	
C1	12.23	212.00	31°18'20"	N 15°48'58" E	12.23	C19	61.77	125.00	28°18'49"	N 76°32'22" W	61.14
C2	62.55	237.00	15°07'19"	N 21°43'28" E	62.37	C20	56.87	625.00	05°12'47"	N 75°01'55" W	56.85
C3	224.46	237.00	54°15'50"	N 56°25'03" E	216.16	C21	54.59	600.00	05°12'47"	N 75°01'55" W	54.57
C4	39.68	237.00	9°35'30"	N 86°20'43" E	39.63	C22	52.32	575.00	05°12'47"	N 75°01'55" W	52.30
C5	118.81	100.00	68°04'29"	S 40°29'18" E	111.95	C23	18.46	262.00	16°10'56"	N 16°10'56" E	18.46
C6	162.76	200.00	46°37'33"	S 69°49'42" W	158.30	C24	46.73	75.00	35°41'47"	N 72°50'53" W	45.97
C7	109.96	200.00	31°30'02"	S 30°45'54" W	108.58	C25	73.82	225.00	18°47'55"	S 24°24'50" W	73.49
C8	282.71	175.00	92°33'36"	N 61°17'41" E	252.95	C26	192.62	150.00	73°34'27"	N 51°48'06" E	179.85
C9	62.30	100.00	35°41'47"	N 72°50'53" W	61.30	C27	49.70	150.00	18°59'09"	S 81°55'06" E	49.48
C10	192.54	335.00	32°55'52"	N 43°24'40" W	189.90	C28	37.52	200.00	10°44'57"	S 77°48'00" E	37.47
C11	170.84	300.00	32°37'43"	N 43°15'35" W	168.59	C29	65.69	200.00	18°49'08"	N 87°24'58" E	65.39
C12	170.97	600.00	16°19'34"	S 35°06'31" E	170.39	C30	65.78	200.00	18°50'37"	N 88°35'06" E	65.48
C13	103.58	212.00	27°59'34"	N 31°27'55" E	102.55	C31	69.78	200.00	19°59'25"	N 49°10'05" E	69.43
C14	159.33	212.00	43°03'43"	N 66°59'33" E	155.61	C32	89.85	200.00	19°57'14"	N 29°11'45" E	89.30
C15	17.09	212.00	4°37'04"	S 89°10'04" W	17.08	C33	14.68	200.00	4°12'16"	N 17°07'00" E	14.67
C16	88.68	225.00	17°29'02"	S 84°23'57" W	88.39	C34	204.18	175.00	66°51'01"	S 48°26'23" W	192.80
C17	80.02	225.00	20°22'32"	S 65°28'10" W	79.59	C35	34.44	175.00	11°16'34"	S 87°30'11" W	34.39
C18	16.11	125.00	07°22'58"	N 58°41'29" W	16.10	C36	57.70	125.00	26°26'55"	S 19°40'29" E	57.19
C37	60.59	125.00	27°46'23"	S 46°47'08" E	60.00	C37	60.59	125.00	27°46'23"	S 46°47'08" E	60.00
C38	30.22	125.00	13°51'11"	S 67°35'55" E	30.15	C38	30.22	125.00	13°51'11"	S 67°35'55" E	30.15
C39	17.45	20.00	49°59'41"	N 49°31'40" W	16.90	C39	17.45	20.00	49°59'41"	N 49°31'40" W	16.90
C40	14.92	50.00	17°06'08"	S 33°04'52" E	14.87	C40	14.92	50.00	17°06'08"	S 33°04'52" E	14.87
C41	66.17	50.00	75°49'31"	S 79°32'41" E	61.45	C41	66.17	50.00	75°49'31"	S 79°32'41" E	61.45
C42	57.38	50.00	65°45'24"	N 29°39'52" E	54.29	C42	57.38	50.00	65°45'24"	N 29°39'52" E	54.29
C43	41.23	50.00	47°14'35"	N 26°50'08" W	40.07	C43	41.23	50.00	47°14'35"	N 26°50'08" W	40.07
C44	64.63	50.00	74°03'47"	N 87°29'19" W	60.23	C44	64.63	50.00	74°03'47"	N 87°29'19" W	60.23
C45	11.18	20.00	32°02'09"	N 71°29'52" E	11.04	C45	11.18	20.00	32°02'09"	N 71°29'52" E	11.04
C46	6.27	20.00	17°57'33"	S 83°30'17" E	6.24	C46	6.27	20.00	17°57'33"	S 83°30'17" E	6.24
C47	89.11	75.00	68°04'29"	S 40°29'18" E	83.96	C47	89.11	75.00	68°04'29"	S 40°29'18" E	83.96
C48	85.97	262.00	18°48'01"	N 64°58'02" E	85.58	C48	85.97	262.00	18°48'01"	N 64°58'02" E	85.58
C49	63.86	262.00	13°57'54"	N 48°35'04" E	63.70	C49	63.86	262.00	13°57'54"	N 48°35'04" E	63.70
C50	4.14	262.00	00°54'18"	N 41°08'59" E	4.14	C50	4.14	262.00	00°54'18"	N 41°08'59" E	4.14
C51	150.91	265.00	32°37'43"	N 43°15'35" W	148.88	C51	150.91	265.00	32°37'43"	N 43°15'35" W	148.88
C52	180.94	635.00	16°19'34"	S 35°06'31" E	180.33	C52	180.94	635.00	16°19'34"	S 35°06'31" E	180.33
C53	180.99	565.00	16°19'34"	S 35°06'31" E	180.45	C53	180.99	565.00	16°19'34"	S 35°06'31" E	180.45



JOB NO. 120711
SHEET 1 OF 2
120711-PLT.DWG 09/12/13 BKB

ENGINEERING SOLUTIONS
MERIDIAN, IDAHO

LandSolutions
Land Surveying and Consulting
231 E. 2nd St., Ste. A, Meridian, ID 83442
(208) 286-2640 • (208) 286-2557 fax

THE PRESERVE LLC
DEVELOPER
MERIDIAN, ID

THE PRESERVE SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE PRESERVE LLC, AN IDAHO LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNER ALSO HEREBY CERTIFIES THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334(2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF EAGLE HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND LOCATED IN SECTION 11, T. 4 N., R. 1 W., B.M., EAGLE, ADA COUNTY, IDAHO, BEING PORTIONS OF LOTS 2, 3, 4, 5, 6 & 7 AND THE VACATED RIGHTS-OF-WAY OF NEWELL'S ACREAGE, AS FILED IN BOOK 6 OF PLATS AT PAGE 248, RECORDS OF ADA COUNTY, IDAHO, AND A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 11, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 11, FROM WHICH THE SE CORNER OF SAID SECTION 11 BEARS SOUTH 00°49'15" WEST, 2645.20 FEET; THENCE ALONG THE NORTH BOUNDARY OF THE S 1/4 OF SAID SECTION 11 NORTH 89°24'34" WEST, 1320.30 FEET TO A 3" IRON PIN MARKING THE CE 1/16 CORNER OF SAID SECTION 11; THENCE CONTINUING ALONG SAID NORTH BOUNDARY NORTH 89°25'30" WEST, 1320.34 FEET TO AN ALUMINUM CAP MARKING THE CENTER 1/4 CORNER OF SAID SECTION 11, THE POINT OF BEGINNING;
THENCE ALONG THE WEST BOUNDARY OF THE NE 1/4 OF SAID SECTION 11 NORTH 00°30'45" EAST, 40.00 FEET;
THENCE SOUTH 81°00'00" EAST, 144.68 FEET TO A POINT ON A CURVE;
THENCE 12.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 212.00 FEET, A DELTA ANGLE OF 03°18'20", AND A LONG CHORD BEARING NORTH 15°48'58" EAST, 12.23 FEET;
THENCE SOUTH 75°50'12" EAST, 50.00 FEET;
THENCE SOUTH 68°21'07" EAST, 127.15 FEET;
THENCE SOUTH 23°41'27" EAST, 186.22 FEET;
THENCE SOUTH 31°29'35" EAST, 97.25 FEET;
THENCE SOUTH 40°00'05" EAST, 60.47 FEET;
THENCE SOUTH 43°16'18" EAST, 23.81 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF EAGLEFIELD ESTATES SUBDIVISION NO. 3, AS FILED IN BOOK 104 OF PLATS AT PAGE 14159, RECORDS OF ADA COUNTY, IDAHO;
THENCE ALONG THE NORTHERLY BOUNDARY OF SAID EAGLEFIELD ESTATES SUBDIVISION NO. 3: THENCE SOUTH 46°43'42" WEST, 105.00 FEET;
THENCE SOUTH 37°36'32" WEST, 35.68 FEET;
THENCE SOUTH 06°44'07" WEST, 56.32 FEET;
THENCE SOUTH 44°33'23" WEST, 186.89 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF EAGLEFIELD ESTATES SUBDIVISION NO. 1, AS FILED IN BOOK 100 OF PLATS AT PAGE 13150, RECORDS OF ADA COUNTY, IDAHO;
THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID EAGLEFIELD ESTATES SUBDIVISION NO. 1:
THENCE NORTH 78°19'01" WEST, 361.79 FEET;
THENCE SOUTH 37°56'52" EAST, 57.63 FEET;
THENCE SOUTH 47°08'34" EAST, 126.92 FEET;
THENCE SOUTH 05°13'17" EAST, 129.88 FEET;
THENCE SOUTH 35°44'59" WEST, 102.32 FEET;
THENCE LEAVING SAID BOUNDARY NORTH 25°31'35" WEST, 51.96 FEET;
THENCE NORTH 33°17'26" WEST, 104.77 FEET;
THENCE NORTH 57°57'16" WEST, 104.76 FEET;
THENCE NORTH 81°30'36" WEST, 95.27 FEET;
THENCE SOUTH 86°34'13" WEST, 152.37 FEET;
THENCE NORTH 86°42'22" WEST, 76.09 FEET;
THENCE NORTH 02°43'50" WEST, 60.17 FEET;
THENCE SOUTH 87°16'10" WEST, 57.45 FEET;
THENCE NORTH 76°11'27" WEST, 94.25 FEET;
THENCE NORTH 72°25'31" WEST, 75.00 FEET;
THENCE NORTH 74°13'36" WEST, 75.00 FEET;
THENCE NORTH 16°34'56" EAST, 140.00 FEET;
THENCE NORTH 12°21'42" EAST, 50.00 FEET;
THENCE NORTH 00°30'00" EAST, 234.78 FEET;
THENCE SOUTH 89°18'13" WEST, 5.03 FEET;
THENCE NORTH 00°41'47" EAST, 50.00 FEET;
THENCE NORTH 00°33'51" EAST, 126.22 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 11;
THENCE ALONG SAID NORTH BOUNDARY SOUTH 89°26'09" EAST, 755.21 FEET TO THE POINT OF BEGINNING, CONTAINING 17.98 ACRES, MORE OR LESS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC BUT THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED UPON THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 9th DAY OF April, 2013.

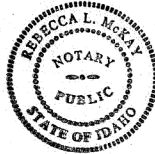
THOMAS M. COLEMAN, JR.
MANAGER, THE PRESERVE LLC
MANAGER, COLEMAN HOMES LLC
PRESIDENT, COLEMAN COMMUNITIES, INC.

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 9th DAY OF April, 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS M. COLEMAN, JR., KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF COLEMAN COMMUNITIES, INC., A DELAWARE CORPORATION, THE MANAGER OF COLEMAN HOMES LLC, AN IDAHO LIMITED LIABILITY COMPANY; THE MANAGER OF THE PRESERVE LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

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



NOTARY PUBLIC FOR IDAHO
RESIDING AT EAGLE, IDAHO
MY COMMISSION EXPIRES: 8/14/18

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 5th DAY OF June, 2013.

CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

DATE 6/5/13



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



DATE 4-17-13
CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CLINTON W. HANSEN, P.L.S.

LICENSE NO. 11118

CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE EAGLE CITY REQUIREMENTS REGARDING FINAL PLATS HAVE BEEN MET.

DATE 9-11-2013
EAGLE CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

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

DATE 9-16-2013
COUNTY SURVEYOR
PLS 5359



APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 8 DAY OF January, 2013, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



DATE 9/16/2013
EAGLE CITY CLERK

CERTIFICATE OF COUNTY TREASURER

I, VICKY MCINTYRE, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE 9/16/2013
COUNTY TREASURER
by Deputy Treasurer, Jeff



CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 113105335 FEE: 11.00
STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Engineering Solutions AT 26 MINUTES PAST 10 O'CLOCK AM., THIS 17 DAY OF September, 2013, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 105 OF PLATS AT PAGES 14448-14449.

DEPUTY Jeff EX-OFFICIO RECORDER Christopher S. Rich

THE PRESERVE LLC
DEVELOPER
MERIDIAN, ID

JOB NO. 120711
SHEET 2 OF 2
120711-BAK.DWG 11/14/12

ENGINEERING
SOLUTIONS
MERIDIAN, IDAHO

LandSolutions
Land Surveying and Consulting
231 E. 5th St. Ste. A, Meridian ID 83642
(208) 288-2040 - (208) 288-2057 fax

ACCOMMODATION

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 25.00 6
BOISE IDAHO 10/15/2013 03:27 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
PIONEER TITLE COMPANY OF ADA C 113115549

RECORDED AT THE REQUEST OF:
THE PRESERVE LLC
AFTER RECORDING, RETURN TO:
Quentin M. Knipe
STOEL RIVES LLP
101 S. Capitol Boulevard, Suite 1900
Boise, ID 83702

**THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION**

THIS THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION ("Third Supplemental Declaration") is made as of October 7, 2013, by THE PRESERVE LLC, an Idaho limited liability company ("Company").

1. PRELIMINARY

1.1 Definitions: Capitalized terms used but not defined in this Third Supplemental Declaration have the meanings ascribed to them in the Declaration (defined below). The following capitalized terms used in this Third Supplemental Declaration have the following meanings:

(a) "Annexed Land" means all lots in all blocks as shown on the Plat of Preserve No. 1.

(b) "Declaration" means that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 8, 2011 and recorded June 16, 2011 as Instrument No. 111049099 in the office of the Recorder of Ada County, Idaho, as amended by that certain FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated August 1, 2012, and recorded September 6, 2012 as Instrument No. 112091411 in the

office of the Recorder of Ada County, Idaho, as supplemented by that certain FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 18, 2013 and recorded June 19, 2013 as Instrument No. 113068209 in the office of the Recorder of Ada County, Idaho, and as supplemented by that certain SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 21, 2013 and recorded July 11, 2013 as Instrument No. 113077279 in the office of the Recorder of Ada County, Idaho, and as the same may be further amended and supplemented from time to time.

(c) "Plat of Preserve No. 1" means that certain plat showing Preserve Subdivision No. 1 as recorded in Book 105, Pages 14448 and 14449 of Plats as Inst. No. 113105335 in the office of the Recorder of Ada County, Idaho.

1.2 Parties: Company is the Grantor as defined in the Declaration and the owner of the fee simple interest in the Annexed Land.

1.3 Purpose: The purpose of this Third Supplemental Declaration is to annex to the Property all of the Annexed Land, to designate additional Common Areas, and to otherwise subject the Annexed Land to the Declaration as set forth below.

2. SPECIFIC PROVISIONS

2.1 Annexation: Pursuant to Section 10.11 of the Declaration, the Annexed Land is hereby declared to be an additional part of the "Property" as defined in the Declaration. The Annexed Land is hereby subjected to the Declaration, except as the Declaration may be modified by this Third Supplemental Declaration with respect to the Annexed Land. Company assumes no obligation to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts. Company reserves the right to decline to further exercise the rights granted in Section 10.11 of the Declaration or to further exercise those rights only to a limited extent.

2.2 Additional Common Area: The following portions of the Annexed Land are hereby declared to be additional "Common Area" as defined in the Declaration: Lots 1 and

16, Block 1; Lots 1 and 12, Block 3; and Lot 1, Block 4, all as shown on the Plat of Preserve No. 1. Lot 2, Block 1 as shown on the Plat of Preserve No. 1 is not Common Area, but a well lot to be owned and maintained by the City of Eagle as set forth on the Plat of Preserve No. 1.

2.3 Drainage: Portions of Lot 16, Block 1, all as shown on the Plat of Preserve No. 1, are hereby made servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259 in the official records of Ada County, Idaho, which instrument is incorporated herein by this reference as if set forth in full. This easement and the storm water drainage system located in this easement are dedicated to ACHD pursuant to Idaho Code Section 40-2302. This easement is for the operation and maintenance of the storm water drainage system. The area that is the subject of this 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. As more fully set forth in the Declaration, including Section 6.14 thereof, the Association must operate and maintain portions of the storm water drainage system. In that regard, ACHD has reviewed and accepted that certain MANUAL FOR LIGHT MAINTENANCE OF STORMWATER FACILITIES AT THE PRESERVE SUBDIVISION NO. 1 dated April 25, 2013 prepared by Engineering Solutions, LLP under Project No. 120711.

2.4 Irrigation System: Upon annexation of the Annexed Land, the Irrigation System on the Annexed Land will become an Improvement and a part of the Common Area. As such, the Association must operate and maintain the Irrigation System in the Annexed Land pursuant to Section 1.5.2.1 of the Declaration and the Association must establish and fund a reserve account to repair and replace the Irrigation System in the Annexed Land pursuant to Section 1.5.2.3 of the Declaration. In operating and maintaining the Irrigation System, the Association must comply with all applicable laws including any applicable requirement to operate and maintain the Irrigation System in accordance with an operations and maintenance manual approved by the City of Eagle. Pursuant to Section 3.1 of the Declaration, each Owner of a Lot within the Annexed Land must pay Assessments to the Association including Irrigation System Assessments. As more fully set forth in the Declaration, Irrigation System Assessments

are for payment of the expenses of operating, maintaining, repairing and replacing the Irrigation System including any charges or assessments imposed on the Association by the irrigation district supplying the water.

2.5 Design of Improvements: The following additional requirements apply to the design of Improvements in the Annexed Land. A residential structure must not be constructed on a Lot adjacent to, or directly across a street from, a Lot improved with a residential structure having identical exterior elevations. If three Lots improved with residential structures having identical exterior elevations are separated from each other by single Lots improved with residential structures having exterior elevations different from the first three, a fourth Lot improved with a residential structure having exterior elevations identical to the first three must not be constructed unless separated from the first three by at least three Lots improved with residential structures having different exterior elevations. Fencing adjacent to the land designated as additional Common Area in Section 2.2 of this Third Supplemental Declaration (other than Lots 1 and 12, Block 3 and the portion of Lot 1, Block 1 adjacent to Lot 2, Block 1, all as shown on the Plat of Preserve No. 1) shall be open fencing made of wrought iron or similar material approved by the Committee and the City of Meridian.

3. GENERAL PROVISIONS

3.1 Covenants Run With the Land: The provisions of this Third Supplemental Declaration will be a burden on the Property (including, without limitation, the Annexed Land) and each part thereof, will be appurtenant to and for the benefit of the Property (including, without limitation, the Annexed Land) and each part thereof, and will run with the land.

3.2 Successors and Assigns: The provisions of this Third Supplemental Declaration will inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring the Property (including, without limitation, the Annexed Land), or any portion thereof, or any interest therein, whether by operation of law or otherwise.

3.3 Modification and Termination: No modification or termination of this Third Supplemental Declaration, in whole or in part, will be effective unless it is pursuant to the procedures for modifying or terminating the Declaration as set forth therein.

3.4 Severability: If any term or provision of this Third Supplemental Declaration or the application of it to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Third Supplemental Declaration or the application of that term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Third Supplemental Declaration will be valid and enforced to the extent permitted by law.

3.5 No Third Party Beneficiary Rights: This Third Supplemental Declaration is not intended to create, nor will it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto, except as expressly set forth herein.

3.6 Captions and Headings: The captions and headings in this Third Supplemental Declaration are for reference only and will not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

3.7 Entire Agreement: This Third Supplemental Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Third Supplemental Declaration will be construed as a whole and not strictly for or against any party.

3.8 Recordation: This Third Supplemental Declaration will be recorded in the office of the recorder of the county in which the Property is located.

{signature page follows}

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