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ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=51 BONNIE OBERBILLIG
PIONEER TITLE COMPANY OF ADA COUNTY

2019-102965
10/21/2019 03:22 PM
\$160.00

ACCOMMODATION

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PINE 43 IRRIGATION WATER SUPPLY SYSTEM

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by C&O Development, Inc., an Idaho corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, more particularly described in Exhibit A attached hereto; and

WHEREAS, Declarant desires to subject the above-described properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the said properties and their present and subsequent Owners as hereinafter specified, and will convey the said properties subject thereto; and

WHEREAS, Declarant has heretofore recorded a Declaration of Covenants, Conditions and Restrictions for the Pine 43 Irrigation Water Supply System, which said Declaration was recorded on October 4, 2019 as Instrument No. 2019-096460, records of Ada County, Idaho (the "Original Declaration"); and

WHEREAS, Declarant intends that this Amended and Restated Declaration shall supersede and replace the Original Declaration in its entirety and that the Original Declaration have no further force or effect.

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the said properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof, and that this Amended and Restated Declaration shall supersede and replace the Original Declaration in its entirety and that the Original Declaration have no further force or effect.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

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ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSESSMENT" shall mean payments required of Association members, including the Initial Connection Fee and Transfer, Annual, and Special Assessments as provided for in this Declaration.

Section 2. "ASSOCIATION" shall mean and refer to the Pine 43 Water Association, Inc., a non-profit corporation organized under the laws of the State of Idaho and its successors and assigns, having the responsibility to own and operate an irrigation water supply system (as defined herein) to provide a source of irrigation water to the Properties and other lands as may be designated from time to time by the Declarant.

Section 3. "DECLARANT" shall mean and refer to C&O Development, Inc., an Idaho corporation, and subject to the provisions of Article VI, Section 4, its successors and assigns.

Section 4. "DECLARATION" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time.

Section 5. "IRRIGATION WATER" shall mean all water and all rights and entitlements to receive water from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Irrigation Water shall include the above-described rights to the use of water appurtenant to the Properties as of the effective date of this Declaration, and all other water rights hereafter acquired by the Declarant, Participants or the Association for the benefit of the Properties or the Association.

Section 6. "IRRIGATION WATER SUPPLY SYSTEM" shall mean all improvements and components of the underground pressurized irrigation system to be owned and operated by the Association, including but not limited to all pumps, ponds, pipes, electrical and mechanical equipment and any other conveyancing apparatus used to deliver irrigation water to the Properties up to the stub provided for each Lot or Parcel. The Irrigation Water Supply System shall also include any interest in real or personal property, including but not limited to easement and/or license rights for the installation, operation, maintenance, repair or replacement of the Irrigation Water Supply System. The Irrigation water Supply System shall not include any portion of the sprinkler irrigation system installed on a Lot or Parcel from and beyond the stub provided for each Lot or Parcel.

Section 7. "LOT OR PARCEL" shall mean and refer to any portion, parcel or plot of land which is a part of the Properties, including, without limitation any Lot or Parcel shown upon any recorded subdivision map.

Section 8. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "PROPERTIES" shall mean and refer to that certain real property described in Exhibit A attached hereto and any additions thereto as may hereafter be made subject to this Declaration.

ARTICLE II: RIGHTS RESERVED BY DECLARANT

Section 1. General. Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, hereby grant to the Declarant and the Association, easements, access and rights-of-way on, over, under and across all or part of the Properties as provided on any recorded plat of the Properties or as set forth in any separate instrument for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for the Irrigation Water Supply System, provided that any installation, maintenance or repair of such lines, wires, pipes pumps, water wells, facilities, and other things shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work.

Section 2. Right to Amend Declaration: Declarant reserves the right to amend this Declaration in accordance with the provisions of Article VI, Section 3, below.

Section 3. Reservation of Development Rights: Declarant intends to develop the Properties generally in accordance with the general plan attached hereto as Exhibit B; provided, however that any development plans for the Properties in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Properties are to be developed or improved provided that any such changes shall not be prohibited by any limitation on the Water Rights or the uses to which the irrigation water may be put, nor cause an unreasonable expense or other burden on the Association in the performance of its duties hereunder. No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct improvements thereon.

Section 4. Reservation of Right to Receive Delivery of Water: Declarant hereby grants and reserves to and for the benefit of the Association the right to receive the delivery of Irrigation Water appurtenant to the Properties, for distribution to the Properties through the Irrigation Water Supply System.

ARTICLE III: IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply: Each Lot or Parcel shall have access to an Irrigation Water Supply System, to be constructed by Declarant and owned and operated by the Association. The Declarant and the owner of any additional real property made subject to this Declaration shall timely cause and permit all Irrigation Water appurtenant to their respective Lots or Parcels to be delivered to the Irrigation Water Supply System for distribution to the Properties as

contemplated hereunder. Declarant and the owner of any additional real property made subject to this Declaration shall be obligated to cooperate with each other and the Association in the preparation, execution, delivery and recordation of any such further instruments, if any, as are necessary or advisable to fully effect the intent of this Section, including, without limitation any consents, authorizations, instruments or other documents requested or required by any irrigation district or other authority.

Section 2. Operation of the Irrigation Water Supply System: The Irrigation Water Supply System shall be operated in accordance with the laws of the State of Idaho, all rules and regulations promulgated from time to time by the Association and any governmental entity having jurisdiction thereof. The right to receive water from the Irrigation Water Supply System is, in any event, subject to availability of water. The Association shall have the right to adopt reasonable rules regarding use of water, including but not limited to use schedules and limitations on the amount of water available for use on each Lot or Parcel. The Association shall have no liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner. The Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Irrigation Water Supply System.

Section 3. Assessments: The Association shall be responsible to pay any assessments and other charges levied by any ditch, canal, water user or irrigation company or district on or for water delivered to the Irrigation Water Supply System, the cost of which shall be included in the Assessments levied by the Association to the Owners as provided in Article IV, Section 4, below. All Owners of Lots or Parcels to which the Irrigation Water Supply System has been extended shall be required to pay the Assessments provided for herein regardless of actual use or non-use of water from the Irrigation Water Supply System.

Section 4. Maintenance: The Association shall be responsible for the maintenance, repair and, as necessary, replacement of the Irrigation Water Supply System up to the stub provided for each Lot or Parcel and any extensions thereof which may be accepted for ownership and maintenance by the Association in the sole discretion of the Board of Directors and on such terms and conditions as the Board of Directors may require. Each Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing any component of the sprinkler irrigation system located on a Lot or Parcel from and beyond the said stub.

Section 5. Easements: The Declarant and the Association shall have such easements as may reasonably be necessary for the construction, maintenance and repair of the Irrigation Water Supply System and related pumps, pipes, and any other conveyancing apparatus in the utility, drainage and irrigation easements as may be depicted, described or set forth on any plat or survey of any portion of the Properties or as described in separate instruments. In furtherance of the forgoing, (i) the Declarant does hereby grant to the Association easements over, across and under the Properties in the locations generally depicted on Exhibit C, and as otherwise reasonably necessary, for the operation, maintenance, repair and replacement of the Irrigation Water Supply System; and (ii) the owner of any additional real property made subject to this Declaration shall be obligated to grant to the Association easements over, across and under their respective Lots or Parcels as are reasonably necessary for the installation, construction, operation, maintenance, repair and

replacement of the Irrigation Water Supply System. Declarant reserves the right to make any reconfiguration of any portion of the Irrigation Water Supply System which it determines, in its own discretion, to be necessary, expedient or desirable. Declarant and the owner of any additional real property made subject to this Declaration shall be obligated to cooperate with each other and the Association in the preparation, execution, delivery and recordation of any such further instruments as are necessary or advisable for the proper creation and documentation of any such easements and otherwise fully effect the intent of this Section.

Section 6. Service Area: Declarant and/or the Association shall have the right to extend the area to which irrigation water is to be supplied by the Association to any other real property designated by Declarant and/or the Association, provided that the party exercising the right created hereby shall be responsible for all costs of construction and installation of any required facilities and equipment, sufficient capacity exists or shall be created in the Irrigation Water Supply System for all additional properties to be provided Irrigation Water therefrom, sufficient Irrigation Water to service such additional land shall be made available to the Association for distribution through the Irrigation Water Supply System and the owner of any additional land added to the Irrigation Water Supply System shall be bound to the provisions of this Declaration, as the same may be amended from time to time, and legally obligated to pay to the Association the assessments set forth in Article IV, below.

ARTICLE IV: WATER ASSOCIATION

Section 1. Management: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 2. Membership: Every Owner of a Lot or Parcel which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the payment of an obligation. Except as set forth herein below, membership shall be appurtenant to and may not be separated from ownership of such Lot or Parcel. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person or entity becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. When more than one person or entity holds an interest in any Lot or Parcel, all persons and entities shall be members. Notwithstanding the foregoing, where a home owner or property owner association is legally formed having management authority over one or more Lots or Parcels, the Owners of said Lots and Parcels may, by a written instrument binding on such Owners, assign to the said home owner or property owner association the right to exercise such Owner's membership rights in the Association, including, without limitation, their respective voting rights, and the said home owner or property owner association may assume any duties or obligations of the Owners as are specifically set forth in such written instrument, including, without limitation, the obligation to pay Assessments. Any such assignment and/or assumption, to be effective, shall be approved in writing by the Board of Directors of the Association, which approval shall not be unreasonably withheld or delayed.

Section 3. Voting Rights: Voting rights in the Association shall be as set forth in the Association's Articles of Incorporation.

Section 4. Assessments: Each Owner of any Lot or Parcel which is subject to this Declaration, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), and any home owner or property owner association which has assumed the obligation, is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessments, Annual Assessments and Special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot or Parcel and shall be a continuing lien upon the Lot or Parcel against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot or Parcel at the time when the assessment fell due. The obligation shall remain a lien on the Lot or Parcel until paid or foreclosed:

- A. Initial Connection Fees: Prior to the initial connection of any portion of the Properties to the Irrigation Water Supply System (at the stub provided for such connection as referenced above) and delivery of irrigation water thereto, the Owner of the property to which such connection is made shall pay to the Association an Initial Connection Fee in the amount of \$100.00.
- B. Transfer Assessments: Upon the conveyance of any Lot or Parcel from Declarant or the owner of any additional real property made subject to this Declaration to a third party Owner, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Association in the amount of \$100.00. Upon each subsequent transfer of title to any Lot or Parcel, the purchaser thereof shall pay a Transfer Assessment to the Association in the amount of \$100.00. The Transfer Assessments shall be used for the purposes set forth in paragraph C, below.
- C. Annual Assessments: The Annual Assessment levied by the Association shall be used exclusively for the operation, maintenance, repair, and improvement of the Irrigation Water Supply System, for the payment of irrigation water assessments levied by any ditch, canal, water user or irrigation company or district, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, to fund and maintain reasonable reserves, and for any other purpose reasonably authorized by the Board of Directors of the Association. The Board of Directors shall fix the amount of the Annual Assessment against each Lot or Parcel at least thirty (30) days in advance of each Annual Assessment period. The Annual Assessments provided for herein shall commence upon the completion of construction of the Irrigation Water Supply System to the extent required to deliver irrigation water to the stub provided for each Lot or Parcel as described above and, as to any Lot or Parcel subsequently sold, on the first day of the month following the conveyance of the said Lot or Parcel. The first annual assessment shall be adjusted according to the number

of months remaining in the calendar year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Said assessments shall be payable to the Association in regular monthly, quarterly or annual installments as may be determined by the Board of Directors of the Association. The due dates shall be established by the Board of Directors.

- D. Special Assessments: In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Irrigation Water Supply System or for any unanticipated expenses or obligations of the Association, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any such Special Assessment shall be payable over such a period as the Board of Directors of the Association shall determine.
- E. Calculation of Assessments: The Annual and Special Assessment shall be levied against each Lot or Parcel in the Properties in accordance with the number of square feet contained in the said Lot or Parcel so that the amount of the assessment for each Lot or Parcel shall be based upon the percentage that the number of square feet of area in the Lot(s) or Parcel(s) owned by each Owner bears to the total number of square feet of area contained in the Properties subject to this Declaration. By way of example, if an Owner owns a Lot or Parcel containing 10,000 square feet and there are 100,000 square feet of area in the Properties subject to this Declaration, that Owner's Lot or Parcel is subject to Assessments in the amount of ten percent (10%) of the total Assessments levied against all Lots or Parcels in the Properties subject to this Declaration, that Owner's Lot or Parcel containing ten percent (10%) of the number of square feet of area in the said Properties. The maximum total annual assessment shall be set each year in such an amount as is necessary in order to generate sufficient funds to operate, maintain, repair, and improve and the Irrigation Water Supply System, including the maintenance of adequate reserves, in a prudent and businesslike manner, and to comply with any and all requirements of any governmental agency having jurisdiction thereof.

- F. Certificate of Payment: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot or Parcel have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot or Parcel is binding upon the Association as of the date of its issuance.
- G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Irrigation Water System or abandonment of his Lot or Parcel.
- H. Exempt Property: All Lots or Parcels owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first, shall be exempt from the Assessments created herein.

Section 5. Powers of Association: The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Association's Articles of Incorporation and Bylaws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under its Articles of Incorporation and Bylaws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Irrigation Water Supply System and the performance of other responsibilities set forth in this Declaration. Without intending to limit the foregoing, the Association shall have the following powers:

- A. The power to levy and collect Assessments as set forth in this Declaration.
- B. The power to enforce this Declaration on its own behalf, or on behalf of any Owners who consent thereto, and to maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association's Articles of Incorporation and Bylaws, this Declaration or any rules or regulations adopted by the Board of Directors.
- C. The power to adopt, amend, and repeal such rules and regulations as the Board deems reasonable and necessary as more particularly set forth in this Declaration and to suspend the voting rights of an Owner for any infraction thereof.
- D. The power to suspend the voting rights of an Owner and cease delivery of Irrigation Water to such Owner's Lot or Parcel at any time that such Owner is delinquent in the payment of any Assessment.
- E. The power to employ such agents and independent contractors as the Board deems reasonable and necessary including, without limitation, attorneys, accountants and managers, on such terms and conditions as the Board may determine.

Section 6. Duties of Association: In addition to the duties delegated to it by the Association's Articles of Incorporation and Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents shall have the obligation to conduct all business affairs of the Association and to perform each of the following duties:

A. Perform, or provide for the performance of, the operation, maintenance and management of the Irrigation Water Supply System and any other operation, maintenance and repair obligations set forth in this Declaration.

B. To obtain and maintain for the Association the policies of insurance set forth in Article V of this Declaration.

C. Maintenance of an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of the Irrigation Water Supply System and any other improvements and facilities which the Association is obligated to operate, maintain and/or repair.

Section 7. Liability of Board Members and Officers: Neither any member of the Board of Directors nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager or any other representative or employee of the Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

ARTICLE V: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering the Irrigation Water Supply System, providing as a minimum fire and extended coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance covering the ownership and operation of the Irrigation Water Supply System. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of any committees as may be appointed from time to time by the Board of Directors of the Association in such amount as may be reasonable in the premises.

B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho.

ARTICLE VI: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner (including Declarant) or the Owner of any recorded mortgage upon any part of the Properties, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, the prevailing party therein shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the assessment to which such Owner's Lot or Parcel is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot or Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Subject to the forgoing, all rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of the Properties.

ARTICLE VII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right, at any time, to make any other real property subject to this Declaration by recording a notice of annexation or supplemental declaration particularly describing the real property to be added to the Irrigation Water Supply System, pursuant to the provisions of this Article. Upon the recording of a notice of annexation or supplemental declaration containing the provisions set forth in the following Section, except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and was originally served by the Irrigation Water Supply System; and thereafter, the rights, privileges, duties and liabilities of the Declarant, the Association and the Owners with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of the Lots and Parcels within the added land shall be the same as in the case of the original land. Notwithstanding the forgoing, any notice of annexation or supplemental declaration may provide a special procedure for amendment of any specified provision thereof, for example, by a specified vote of only the Owners of Lots or Parcels within the area subject thereto. Any

provision of a notice of annexation or supplemental declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Additional real property may be made subject to this Declaration by the recordation of a notice of annexation or supplemental declaration executed by Declarant and the owner of the real property to be added containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number of the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the covenants, conditions and restrictions applicable to the annexed property, which covenants, conditions and restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-annexation: Declarant may delete all or a portion of the Properties, and any annexed property, from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the Office of the Ada County Recorder in the same manner as a notice of annexation or supplemental declaration. Owners other than Declarant shall not be entitled to de-annex all or any portion of the Properties except in compliance with the requirements for amendment of this Declaration and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties covered by this Declaration.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed on the dates set forth below.

Declarant:

C&O Development, Inc.

By: 

Dennis M. Baker, President

Date: 10-15-19

EXHIBIT A

Legal Description of Declarant Property
(to be attached)



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Pine 43

Parcel 1

Boundary Description

Project Number 10-16-037 February 1, 2018

A portion of Lots 4, 5, & 6 of Pleasant Valley Subdivision (Book 12 of Plats at Page 665, records of Ada County, Idaho), situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8; Thence N00°30'07"E, 2653.05 feet along the east line of the northwest quarter to north quarter-section corner of Section 8;

Thence N89°59'19"W, 1060.92 feet along the north line of the northwest quarter;

Thence S00°32'33"W, 40.75 feet to the south right-of-way line of E. Fairview Ave., the POINT OF BEGINNING:

Thence S89°33'01"E, 180.35 feet along the south right-of-way line of E. Fairview Ave.;

Thence S00°00'28"E, 46.51 feet;

Thence 136.41 feet on a curve to the left, having a radius of 180.00 feet, a central angle of 43°25'14", a chord bearing of S21°43'04"E, and a chord length of 133.17 feet;

Thence S43°25'41"E, 112.35 feet;

Thence 129.84 feet on a curve to the right, having a radius of 215.00 feet, a central angle of 34°36'08", a chord bearing of S26°07'37"E, and a chord length of 127.88 feet;

Thence S08°49'33"E, 54.42 feet;

Thence N89°41'51"W, 375.50 feet to the boundary of the Elliot Parcel (Record of Survey 3350, records of Ada County, Idaho);

Thence N00°32'33"E, 419.86 feet along the boundary of the Elliot Parcel to the POINT OF BEGINNING.

The above-described parcel contains 2.62 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Pine 43

Parcel 2

Boundary Description

Project Number 10-16-037 February 1, 2018

A portion of Lots 2, 3, 4, & 5 of Pleasant Valley Subdivision (Book 12 of Plats at Page 665, records of Ada County, Idaho), situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8;
Thence N00°30'07"E, 2653.05 feet along the east line of the northwest quarter to north quarter-section corner of Section 8;
Thence N89°59'19"W, 193.66 feet along the north line of the northwest quarter;
Thence S00°30'23"W, 47.39 feet to the south right-of-way line of E. Fairview Ave. on the west boundary of Lot 1 of Pleasant Valley Subdivision, the POINT OF BEGINNING:

Thence continuing S00°30'23"W, 417.63 feet along the west boundary of Lot 1;

Thence N89°41'51"W, 492.01 feet;

Thence N08°49'33"W, 54.42 feet;

Thence 129.84 feet on a curve to the left, having a radius of 215.00 feet, a central angle of 34°36'08", a chord bearing of N26°07'37"W, and a chord length of 127.88 feet;

Thence N43°25'41"W, 112.35 feet;

Thence 136.41 feet on a curve to the right, having a radius of 180.00 feet, a central angle of 43°25'14", a chord bearing of N21°43'04"W, and a chord length of 133.17 feet;

Thence N00°00'28"W, 46.51 feet to the south right-of-way line of E. Fairview Ave.;

Thence S89°33'01"E, 686.90 feet along the south right-of-way line of E. Fairview Ave. to the POINT OF BEGINNING.

The above-described parcel contains 5.72 acres, more or less.



**Pine 43
Parcel 5**

Boundary Description

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8; Thence N00°30'07"E, 45.17 feet along the east line of the northwest quarter to north right-of-way line of E. Pine Ave., the POINT OF BEGINNING:

Thence S89°53'43"W, 1074.36 feet along the north right-of-way line of E. Pine Ave.;

Thence N09°10'03"E, 145.21 feet;

Thence 149.40 feet on a curve to the right, having a radius of 322.50 feet, a central angle of 26°32'35", a chord bearing of N22°26'20"E, and a chord length of 148.07 feet;

Thence 162.84 feet on a reverse curve to the left, having a radius of 500.00 feet, a central angle of 18°39'36", a chord bearing of N26°22'49"E, and a chord length of 162.12 feet;

Thence S79°22'39"E, 93.29 feet;

Thence 35.56 feet on a curve to the left, having a radius of 200.00 feet, a central angle of 10°11'16", a chord bearing of S84°28'17"E, and a chord length of 35.52 feet;

Thence S89°33'55"E, 799.13 feet to the east line of the northwest quarter and boundary of Gemtone Center No. 5;

Thence S00°30'07"W, 28.00 feet along the east line of the northwest quarter and boundary of Gemtone Center No. 5 to the northeast corner of the Staybridge Parcel (Warranty Deed Instrument Number 107115423, records of Ada County, Idaho);

Thence N89°33'55"W, 445.00 feet along the north boundary of the Staybridge Parcel;

Thence S00°26'05"W, 345.14 feet along the west boundary of the Staybridge Parcel;

Thence N89°54'00"E, 444.62 feet along the south boundary of the Staybridge Parcel to the east line of the northwest quarter and boundary of Gemtone Center No. 5;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
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INC.

Parcel 5 continued...

Thence S00°30'07"W, 27.83 feet along east line of the northwest quarter and boundary of Gemtone Center No. 5 to the POINT OF BEGINNING.

The above-described parcel contains 5.93 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

**Pine 43
Parcel 6**

Boundary Description

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8;
Thence N00°30'07"E, 45.17 feet along the east line of the northwest quarter to north right-of-way line of E. Pine Ave.;

Thence S89°53'43"W, 1074.36 feet along the north right-of-way line of E. Pine Ave. to the POINT OF BEGINNING:

Thence continuing S89°53'43"W, 277.16 feet along the north right-of-way line of E. Pine Ave.;

Thence N00°29'18"E, 453.25 feet;

Thence 82.46 feet on a non-tangent curve to the left, concave northerly, having a radius of 700.00 feet, a central angle of 6°44'58", a chord bearing of N89°59'30"E, and a chord length of 82.41 feet;

Thence 192.08 feet on a reverse curve to the right, having a radius of 1000.00 feet, a central angle of 11°00'20", a chord bearing of S87°52'49"E, and a chord length of 191.79 feet;

Thence S82°22'39"E, 152.26 feet;

Thence 162.84 feet on a non-tangent curve to the right, concave northwesterly, having a radius of 500.00 feet, a central angle of 18°39'36", a chord bearing of S26°22'49"W, and a chord length of 162.12 feet;

Thence 149.40 feet on a reverse curve to the left, having a radius of 322.50 feet, a central angle of 26°32'34", a chord bearing of S22°26'20"W, and a chord length of 148.07 feet;

Thence S09°10'03"W, 145.21 feet to the POINT OF BEGINNING.

The above-described parcel contains 3.48 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Pine 43

Parcel 7

Boundary Description

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8; Thence N00°30'07"E, 45.17 feet along the east line of the northwest quarter to north right-of-way line of E. Pine Ave.; Thence S89°53'43"W, 1351.52 feet along the north right-of-way line of E. Pine Ave. to the POINT OF BEGINNING:

Thence continuing S89°53'43"W, 610.84 feet along the north right-of-way line of E. Pine Ave.;

Thence N00°26'20"E, 746.53 feet;

Thence 90.26 feet on a non-tangent curve to the right, concave southwesterly, having a radius of 300.00 feet, a central angle of 17°14'18", a chord bearing of S50°01'05"E, and a chord length of 89.92 feet;

Thence 111.14 feet on a reverse curve to the left, having a radius of 300.00 feet, a central angle of 21°13'33", a chord bearing of S52°00'43"E, and a chord length of 110.50 feet;

Thence S62°37'29"E, 193.95 feet;

Thence 293.32 feet on a curve to the left, having a radius of 700.00 feet, a central angle of 24°00'31", a chord bearing of S74°37'45"E, and a chord length of 291.18 feet;

Thence S00°29'18"W, 453.25 feet to the POINT OF BEGINNING.

The above-described parcel contains 7.85 acres, more or less.



Pine 43

Parcel 8

Boundary Description

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian;

Thence N89°54'57"W, 2649.69 feet to the west quarter-section corner of Section 8;

Thence N00°26'22"E, 815.03 feet along the west line of the northwest quarter;

Thence S89°33'42"E, 57.92 feet to the east right-of-way line of N. Locust Grove Rd., the POINT OF BEGINNING:

Thence N00°13'53"W, 229.41 feet along the east right-of-way line of N. Locust Grove Rd.;

Thence N89°59'59"E, 239.76 feet;

Thence 230.17 feet on a curve to the right, having a radius of 238.00 feet, a central angle of 55°24'38", a chord bearing of S62°17'42"E, and a chord length of 221.30 feet;

Thence S34°35'24"E, 41.97 feet;

Thence 75.55 feet on a curve to the left, having a radius of 180.00 feet, a central angle of 24°02'51", a chord bearing of S46°36'49"E, and a chord length of 74.99 feet;

Thence S58°38'14"E, 86.35 feet;

Thence N89°33'42"W, 586.85 feet along the boundary of the Newberry Enterprises Parcels (Record of Survey 9025, records of Ada County, Idaho), and the easterly extension thereof, to the POINT OF BEGINNING.

The above-described parcel contains 2.35 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Pine 43

Parcel 9

Boundary Description

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian;

Thence N89°54'57"W, 2649.69 feet to the west quarter-section corner of Section 8;

Thence N00°26'22"E, 1044.00 feet along the west line of the northwest quarter;

Thence N89°59'59"E, 55.23 feet to the east right-of-way line of N. Locust Grove Rd., the POINT OF BEGINNING:

Thence N00°13'53"W, 135.81 feet along the east right-of-way line of N. Locust Grove Rd.;

Thence N00°26'13"E, 305.22 feet along the east right-of-way line of N. Locust Grove Rd.;

Thence S89°33'39"E, 237.99 feet;

Thence S00°00'01"E, 439.19 feet;

Thence S89°59'59"W, 239.76 feet to the POINT OF BEGINNING.

The above-described parcel contains 2.42 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Pine 43

Parcel 10

Boundary Description

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian;

Thence N89°54'57"W, 2649.69 feet to the west quarter-section corner of Section 8;

Thence N00°26'22"E, 1485.44 feet along the west line of the northwest quarter;

Thence S89°33'39"E, 291.61 feet to the POINT OF BEGINNING:

Thence continuing S89°33'39"E, 216.54 feet to the boundary of Pleasant Valley Subdivision (Book 12 of Plats at Page 665, records of Ada County, Idaho);

Thence S55°25'16"E, 314.50 feet along the boundary of Pleasant Valley Subdivision;

Thence S65°20'40"E, 214.62 feet along the boundary of Pleasant Valley Subdivision;

Thence S26°22'56"W, 115.98 feet;

Thence S28°14'17"W, 47.01 feet;

Thence S10°53'31"W, 79.88 feet;

Thence S30°30'44"W, 105.98 feet;

Thence S03°27'30"E, 28.83 feet;

Thence S38°26'39"W, 110.92 feet;

Thence S75°52'50"W, 24.24 feet;

Thence S39°10'56"W, 20.99 feet;

Thence 40.94 feet on a non-tangent curve to the left, concave southwesterly, having a radius of 300.00 feet, a central angle of 7°49'11", a chord bearing of N54°43'39"W, and a chord length of 40.91 feet;

Thence S00°26'20"W, 36.14 feet;





J-U-B ENGINEERS, INC.

Parcel 10 continued...

Thence N58°38'14"W, 120.03 feet;

Thence S89°33'42"E, 60.32 feet;

Thence N58°38'14"W, 86.35 feet;

Thence 75.55 feet on a curve to the right, having a radius of 180.00 feet, a central angle of 24°02'51", a chord bearing of N46°36'49"W, and a chord length of 74.99 feet;

Thence N34°35'24"W, 41.97 feet;

Thence 230.17 feet on a curve to the left, having a radius of 238.00 feet, a central angle of 55°24'38", a chord bearing of N62°17'42"W, and a chord length of 221.30 feet;

Thence N00°00'01"W, 439.19 feet to the POINT OF BEGINNING.

The above-described parcel contains 7.02 acres, more or less.

J-U-B COMPANIES



THE
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GATEWAY
MAPPING
INC.



**Pine 43
Parcel 11
Boundary Description**

Project Number 10-16-037 February 1, 2018

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, including a portion of Lot 7 of Pleasant Valley Subdivision (Book 12 of Plats at Page 665, records of Ada County, Idaho), and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8;
Thence N00°30'07"E, 2653.05 feet along the east line of the northwest quarter to north quarter-section corner of Section 8;
Thence N89°59'19"W, 1060.92 feet along the north line of the northwest quarter;
Thence S00°32'33"W, 476.45 feet along the boundary of the Elliot Parcel (Record of Survey 3350, records of Ada County, Idaho), and the northerly extension thereof;
Thence N89°42'07"W, 100.04 feet along the boundary of the Elliot Parcel to the east boundary of Lot 7 of Pleasant Valley Subdivision;
Thence S00°33'12"W, 732.96 feet along the east boundary of Lot 7 of Pleasant Valley Subdivision and Elliott Park Subdivision (Book 82 of Plats at Pages 8914 and 8915, records of Ada County, Idaho), to the POINT OF BEGINNING:

Thence S89°41'51"E, 128.50 feet;

Thence S89°51'57"E, 68.50 feet;

Thence N88°41'35"E, 225.97 feet;

Thence S46°36'49"E, 28.43 feet;

Thence N88°40'26"E, 20.00 feet;

Thence 128.67 feet on a non-tangent curve to the right, concave westerly, having a radius of 1000.00 feet, a central angle of 7°22'20", a chord bearing of S02°21'36"W, and a chord length of 128.58 feet;

Thence S06°02'46"W, 103.05 feet;

Thence 229.29 feet on a curve to the right, having a radius of 400.00 feet, a central angle of 32°50'35", a chord bearing of S22°28'03"W, and a chord length of 226.16 feet;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
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GATEWAY
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Parcel 11 continued...

Thence 330.91 feet on a reverse curve to the left, having a radius of 500.00 feet, a central angle of 37°55'11", a chord bearing of S19°55'45"W, and a chord length of 324.91 feet;

Thence S00°58'10"W, 77.39 feet;

Thence 140.33 feet on a curve to the right, having a radius of 500.00 feet, a central angle of 16°04'51", a chord bearing of S09°00'35"W, and a chord length of 139.87 feet;

Thence N82°22'39"W, 152.26 feet;

Thence 192.08 feet on a curve to the left, having a radius of 1000.00 feet, a central angle of 11°00'20", a chord bearing of N87°52'49"W, and a chord length of 191.79 feet;

Thence 375.78 feet on a reverse curve to the right, having a radius of 700.00 feet, a central angle of 30°45'29", a chord bearing of N78°00'14"W, and a chord length of 371.28 feet;

Thence N62°37'29"W, 193.95 feet;

Thence 111.14 feet on a curve to the right, having a radius of 300.00 feet, a central angle of 21°13'33", a chord bearing of N52°00'43"W, and a chord length of 110.50 feet;

Thence 49.32 feet on a reverse curve to the left, having a radius of 300.00 feet, a central angle of 09°25'07", a chord bearing of N46°06'30"W, and a chord length of 49.26 feet;

Thence N39°10'56"E, 20.99 feet;

Thence N75°52'50"E, 24.24 feet;

Thence N38°26'39"E, 110.92 feet;

Thence N03°27'30"W, 28.83 feet;

Thence N30°30'44"E, 105.98 feet;

Thence N10°53'31"E, 79.88 feet;

Thence N28°14'17"E, 47.01 feet;

Thence N26°22'56"E, 115.98 feet to the boundary of Pleasant Valley Subdivision;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
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GATEWAY
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Parcel 11 continued...

Thence S65°20'40"E, 374.41 feet along the boundary of Pleasant Valley Subdivision and partially along the boundary of Elliott Park Subdivision;

Thence S67°58'23"E, 196.52 feet along the boundary of Pleasant Valley Subdivision and Elliott Park Subdivision;

Thence N00°33'12"E, 456.87 feet along the boundary of Elliott Park Subdivision to the POINT OF BEGINNING.

The above-described parcel contains 16.36 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

Pine 43

Parcel 12

Boundary Description

Project Number 10-16-037 February 1, 2018

A portion of Lots 4, 5, 6, & 7 of Pleasant Valley Subdivision (Book 12 of Plats at Page 665, records of Ada County, Idaho), situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8; Thence N00°30'07"E, 2653.05 feet along the east line of the northwest quarter to north quarter-section corner of Section 8;

Thence N89°59'19"W, 1060.92 feet along the north line of the northwest quarter;

Thence S00°32'33"W, 460.61 feet along the boundary of the Elliot Parcel (Record of Survey 3350, records of Ada County, Idaho), and the northerly extension thereof to the POINT OF BEGINNING:

Thence S89°41'51"E, 375.50 feet;

Thence S08°49'33"E, 32.94 feet;

Thence 147.32 feet on a curve to the right, having a radius of 500.00 feet, a central angle of 16°52'52", a chord bearing of S00°23'07"E, and a chord length of 146.78 feet;

Thence S08°03'19"W, 286.26 feet;

Thence 135.19 feet on a curve to the left, having a radius of 500.00 feet, a central angle of 15°29'30", a chord bearing of S00°18'34"W, and a chord length of 134.78 feet;

Thence S07°26'11"E, 57.68 feet;

Thence 106.64 feet on a curve to the right, having a radius of 1000.00 feet, a central angle of 6°06'37", a chord bearing of S04°22'53"E, and a chord length of 106.59 feet;

Thence S88°40'26"W, 20.00 feet;

Thence N46°36'49"W, 28.43 feet;

Thence S88°41'35"W, 225.97 feet;

Thence N89°51'57"W, 68.50 feet;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



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Parcel 12 continued...

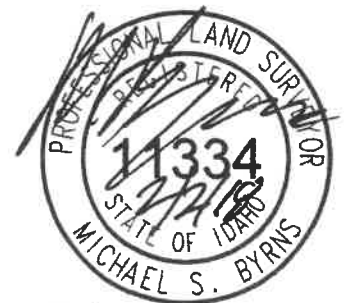
Thence N89°41'51"W, 128.50 feet to the boundary of Elliott Park Subdivision (Book 82 of Plats at Pages 8914 and 8915, records of Ada County, Idaho);

Thence N00°33'12"E, 732.96 feet partially along the boundary of Elliott Park Subdivision and partially along the boundary of Lot 7 of Pleasant Valley Subdivision to the southwest corner of the Elliot Parcel;

Thence S89°42'07"E, 100.04 feet along the boundary of the Elliot Parcel;

Thence N00°32'33"E, 15.84 feet along the boundary of the Elliot Parcel to the POINT OF BEGINNING.

The above-described parcel contains 7.93 acres, more or less.





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANSDON GROUP



GATEWAY MAPPING INC.

**Pinebridge
South West Parcel - 2014
Boundary Description**

Project Number 10-11-036 October 30, 2014

A parcel of land situated in the north half of the southwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian;

Thence N89°38'58"E, 662.05 feet along the north line of the southwest quarter of Section 8 to the center quarter-section corner of Section 8;

Thence S00°21'02"E, 57.39 feet to the south right-of-way line of E. Pine Avenue, the POINT OF BEGINNING:

Thence N89°27'55"E, 814.01 feet along the south right-of-way line of E. Pine Avenue;

Thence 19.70 feet on a non-tangent curve to the right, concave southwesterly, having a radius of 49.50 feet, a central angle of 22°48'18", a chord bearing of S34°30'24"E, and a chord length of 19.57 feet;

Thence 58.05 feet on a compound curve to the right, having a radius of 245.00 feet, a central angle of 13°34'30", a chord bearing of S16°19'00"E, and a chord length of 57.91 feet;

Thence S09°31'45"E, 70.96 feet;

Thence 9.56 feet on a curve to the right, having a radius of 98.00 feet, a central angle of 05°35'23", a chord bearing of S06°44'04"E, and a chord length of 9.56 feet;

Thence S03°56'22"E, 19.42 feet;

Thence 37.88 feet on a curve to the left, having a radius of 110.00 feet, a central angle of 19°43'43", a chord bearing of S13°48'13"E, and a chord length of 37.69 feet;

Thence S23°40'05"E, 39.19 feet;

Thence 36.63 feet on a curve to the left, having a radius of 286.00 feet, a central angle of 07°20'17", a chord bearing of S27°20'13"E, and a chord length of 36.60 feet;





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



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South West Parcel - 2014 continued...

Thence S31°00'22"E, 46.33 feet;

Thence 114.34 feet on a curve to the right, having a radius of 211.25 feet, a central angle of 31°00'46", a chord bearing of S15°29'59"E, and a chord length of 112.95 feet;

Thence S00°00'23"W, 182.83 feet to the north line of Layne Industrial Park Subdivision (Book 69 of Plats at Pages 7113 & 7114, records of Ada County, Idaho);

Thence S89°38'12"W, 293.92 feet along the north line of Layne Industrial Park Subdivision;

Thence N00°01'11"E, 331.21 feet;

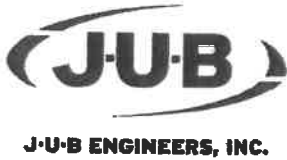
Thence S89°39'11"W, 657.39 feet to the east right-of-way line of N. Nola Road;

Thence N00°00'59"E, 273.97 feet along the east right-of-way line of N. Nola Road to the POINT OF BEGINNING.

The above-described parcel contains 7.57 acres, more or less.

Prepared from information of record.





J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

**Pinebridge
South East Parcel - 2014
Boundary Description**

Project Number 10-11-036 October 30, 2014

A parcel of land situated in the northeast quarter of the southwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian;

Thence N89°38'58"E, 2649.66 feet along the north line of the southwest quarter of Section 8 to the center quarter-section corner of Section 8;

Thence S00°05'17"W, 51.00 feet along the east line of the southwest quarter and the west line of the Gemtone Center No. 5 Subdivision (Book 90 of Plats at Pages 10575 & 10576, records of Ada County, Idaho) to the south right-of-way line of E. Pine Avenue, the POINT OF BEGINNING:

Thence continuing S00°05'17"W, 611.33 feet along the east line of the southwest quarter and the west line of the Gemtone Center No. 5 Subdivision to the northeast corner of Layne Industrial Park Subdivision (Book 69 of Plats at Pages 7113 & 7114, records of Ada County, Idaho);

Thence S89°38'12"W, 507.56 feet along the north line of Layne Industrial Park Subdivision;

Thence N00°32'05"W, 273.81 feet to the southeast corner of Parcel 2 as depicted on Record of Survey 8926, records of Ada County, Idaho;

Thence continuing N00°32'05"W, 315.97 feet along the east boundary of Parcel 2;

Thence N45°16'03"W, 28.15 feet along the east boundary of Parcel 2 to the south right-of-way line of E. Pine Avenue;

Thence N89°27'55"E, 534.01 feet along the south right-of-way line of E. Pine Avenue to the POINT OF BEGINNING.

The above-described parcel contains 7.17 acres, more or less.

Prepared from information of record.



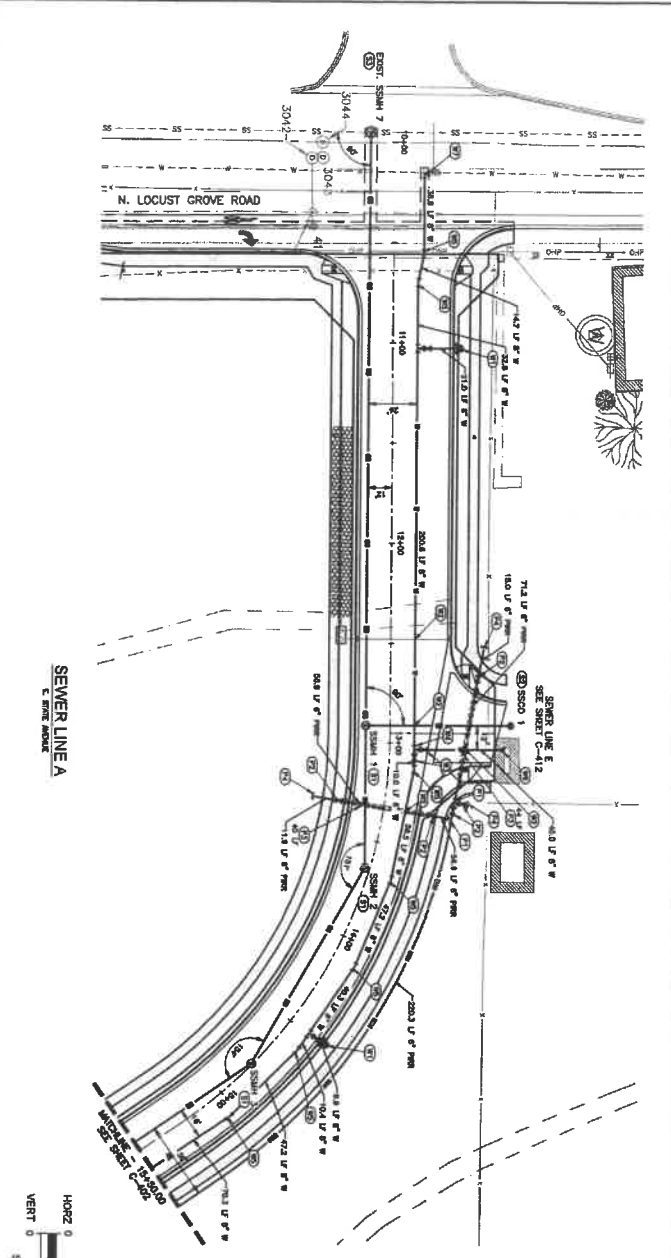
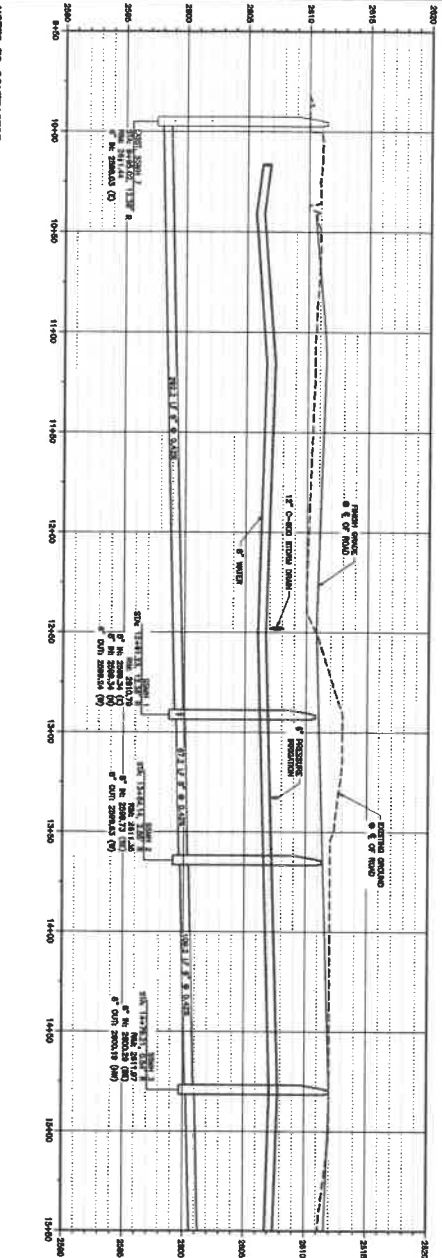
EXHIBIT B

**General Development Plan
(to be attached)**

EXHIBIT C

**Depiction of Easements for Irrigation Water Supply System
(to be attached)**

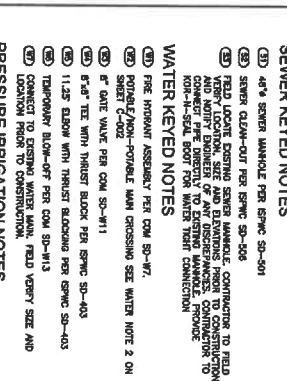
- NOTES TO CONTRACTOR:**
1. ALL DIMENSIONS TO ALL SPOT ELEVATIONS TO OBTAIN ACTUAL.
 2. SEWER LINES ARE MINIMUMALLY (20) MINIMUM FROM BOUNDARY.
 3. LOCATION OF THE EXISTING UNDERGROUND UTILITIES AND APPROPRIATE CONSTRUCTION OF THE NEW SEWER LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.



APPROVED FOR CONSTRUCTION

Meridian
 811
 CALL A BARRINGER BARRER FOR THE BARRINGER OF UNDERGROUND UTILITIES

- SEWER KEYED NOTES**
- (30) 48" SEWER MANHOLE PER SPEC SS-501
 - (31) SEWER CLEAN-OUT PER SPEC SS-506
 - (32) FIELD LOCATE EXISTING SEWER MANHOLE. CONTRACTOR TO FIELD AND VERIFY EXISTENCE OF ANY DISCREPANCIES. CONTRACTOR TO CORRECT PER DIRECTLY TO EXISTING MANHOLE PROVIDED FOR CONSTRUCTION.
- WATER KEYED NOTES**
- (33) FIRE HYDRANT ASSEMBLY PER CDM SS-17.
 - (34) PORTABLE/NON-PORTABLE MAIN CROSSING SEE WATER NOTE 2 ON SHEET C-402
 - (35) 6" DATE VALVE PER CDM SS-111
 - (36) 6" TEE WITH THRUST BLOCK PER SPEC SS-403
 - (37) 1.125" BLOW WITH THRUST BLOCKING PER SPEC SS-403
 - (38) TEMPORARY BLOW-OFF PER CDM SS-113
 - (39) CONNECT TO EXISTING WATER MAIN. FIELD VERIFY SIZE AND LOCATION FROM TO CONSTRUCTION.
- PRESSURE IRRIGATION NOTES**
- (40) 6"x6" TEE WITH THRUST BLOCKING
 - (41) 6" DATE VALVE
 - (42) 1" C-400 PNC SILENT UNDER ROADWAY PER PRESSURE IRRIGATION NOTE 1 ON SHEET C-402
 - (43) 6" DIA. CPV WITH THRUST BLOCKING



APPROVED FOR CONSTRUCTION

Meridian
 811
 CALL A BARRINGER BARRER FOR THE BARRINGER OF UNDERGROUND UTILITIES

PINE 43 INFRASTRUCTURE IMPROVEMENTS
MERIDIAN, IDAHO

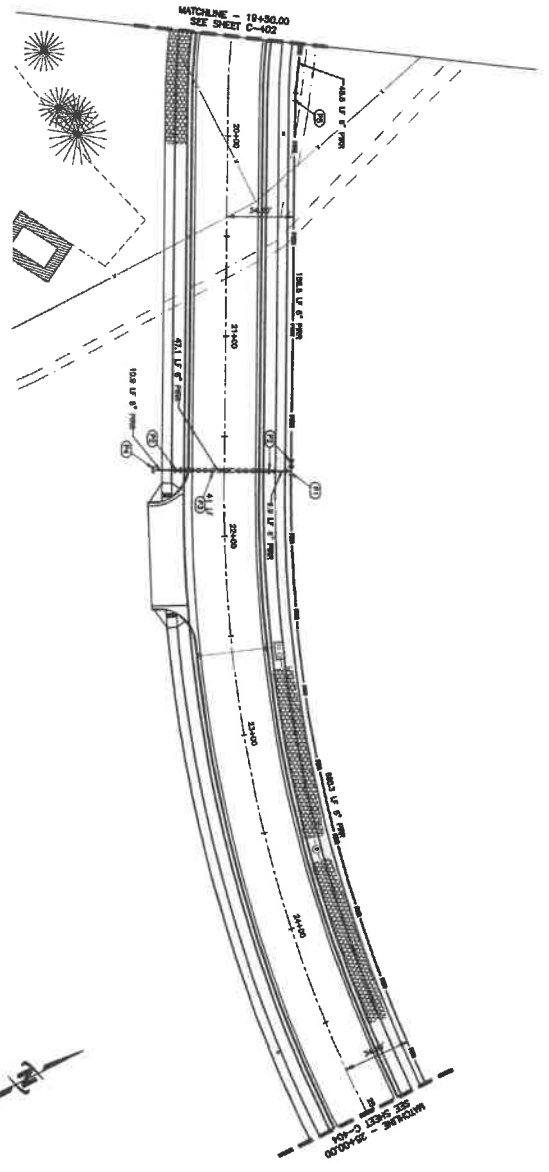
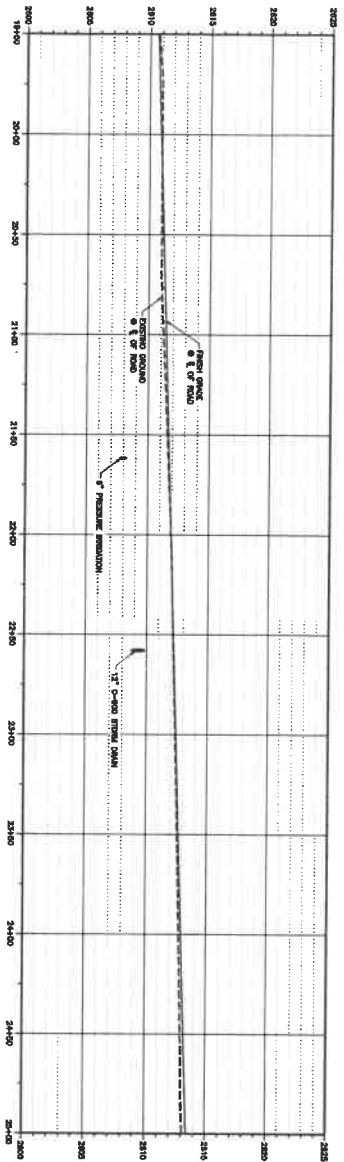
WATER, SEWER, AND PRESSURE IRRIGATION
SEWER LINE A
PLAN AND PROFILE

J-U-B ENGINEERS, INC.
 250 S. Beechwood Ave., Suite 201
 Boise, ID 83709-0944
 Phone: 208.376.7330
 www.jub.com

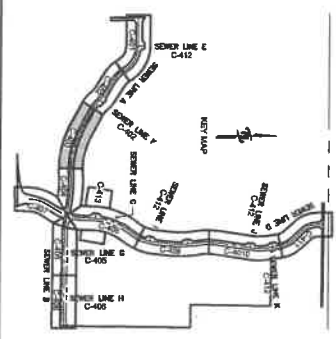
11-B ENGINEERS, INC.

DATE: 1/20/2016
 TIME: 11:28 AM
 SHEET NUMBER: C-401

- NOTES TO CONTRACTOR**
1. ALL NOTES PERTAIN TO ALL PIPES EXCEPT FOR EXISTING ACTUAL.
 2. EXISTING UTILITIES ARE HORIZONTALLY (HO) INDICATED FROM HEREIN FROM THE CENTERLINE OF THE EXISTING ROADWAY. UTILITIES ARE APPROXIMATE LOCATIONS OF UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF UTILITIES TO BE MAINTAINED, AVOIDED, OR DELETED. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF UTILITIES TO BE MAINTAINED, AVOIDED, OR DELETED.
 3. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF UTILITIES TO BE MAINTAINED, AVOIDED, OR DELETED.
 4. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF UTILITIES TO BE MAINTAINED, AVOIDED, OR DELETED.
 5. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF UTILITIES TO BE MAINTAINED, AVOIDED, OR DELETED.



6 INCH PRESSURE IRRIGATION
 2\"/>



PRESSURE IRRIGATION NOTES

- (1) 6\"/>
- (2) 8\"/>
- (3) 10\"/>
- (4) 8\"/>
- (5) 1.125\"/>

MERIDIAN APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with Meridian City Standards and Specifications. The reviewer's approval does not constitute a warranty of the responsibility of the contractor, engineer, or architect. The reviewer's approval is based on the information provided and does not constitute a warranty of the responsibility of the contractor, engineer, or architect. The reviewer's approval is based on the information provided and does not constitute a warranty of the responsibility of the contractor, engineer, or architect.

Name: _____ Date: _____

811

Before you dig, call before you dig. Call 811 to locate underground utilities. Call 811 before you dig.

CALL A BUSINESS DAY IN ADVANCE BEYOND YOUR DEDICATED SERVICE AREA. MEMBERS OF UNDERGROUND UTILITY SERVICES.

C-403

PINE 43 INFRASTRUCTURE IMPROVEMENTS
MERIDIAN, IDAHO
WATER, SEWER, AND PRESSURE IRRIGATION
6 INCH PRESSURE IRRIGATION
PLAN AND PROFILE

SHEET OF DRAWINGS

JUB-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS AND THE SAME SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB-B ENGINEERS, INC. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB-B.

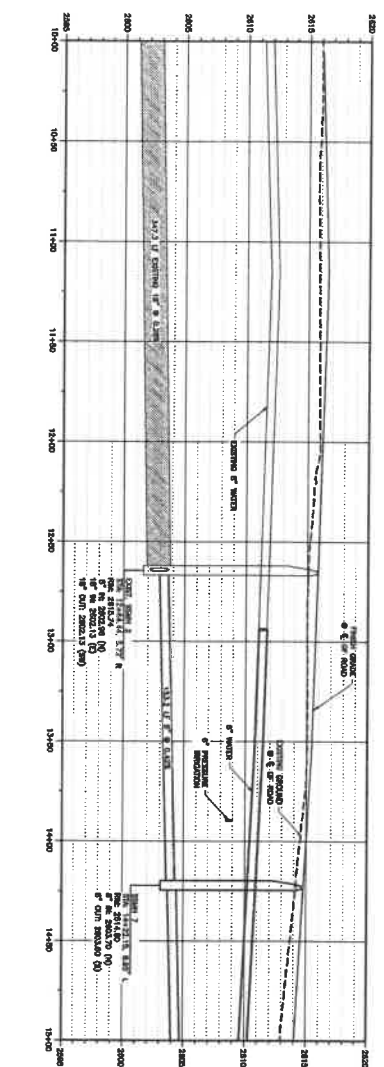
NO.	DESCRIPTION	DATE



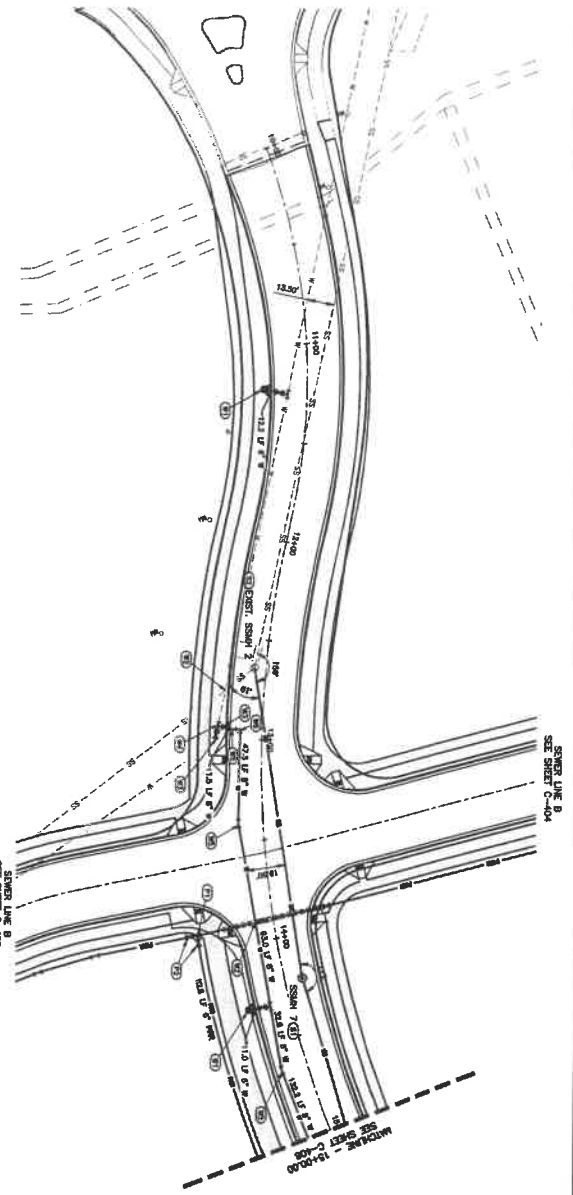
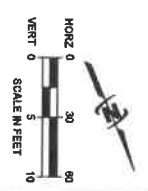
JUB-B ENGINEERS, INC.
 250 S. Beechwood Ave., Suite 201
 Boise, ID 83709-0944
 Phone: 208.376.7330
 www.jub.com



- NOTES TO CONTRACTOR**
1. ALL SHOWN HERE TO ALL SPECIFICATIONS TO EXTENDING ACTUAL.
 2. SPECIAL LIMITING AND DIMENSIONS (SD) SHOWN FROM HERE FROM.
 3. LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 4. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 5. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 6. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 7. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 8. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 9. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
 10. VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.

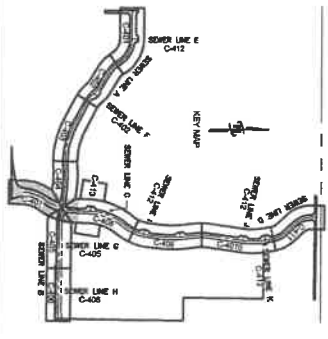


SEWER LINE C
 IN PLAN PROFILE



SEWER LINE B
 SEE SHEET C-404

SEWER LINE D
 SEE SHEET C-409



- SEWER KEYED NOTES**
- (1) 48" SERR MANHOLE PER SPWC SD-301
 - (2) FIELD LOCATE EXISTING SERR MANHOLE CONTRACTOR TO FIELD AND VERIFY EXISTENCE OF ALL UNDERGROUND UTILITIES. CONTRACTOR TO ADVISE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES BY FIELD SURVEY AND RECORD THE LOCATION OF ALL UTILITIES TO LOCATE.
- WATER KEYED NOTES**
- (3) PER HANDBOOK ASSEMBLY PER COM SD-112
 - (4) PERMANENT/REMOVE MANHOLE CROSSING SIDE WATER NOTE 2 ON SHEET C-402
 - (5) 6" GATE VALVE PER COM SD-111
 - (6) 6"X4" TEE WITH THROUST BLOCK PER SPWC SD-403
 - (7) 11.25" ELBOW WITH THROUST BLOCKING PER SPWC SD-403
 - (8) 45° ELBOW WITH THROUST BLOCKING PER SPWC SD-403
- PRESSURE IRRIGATION NOTES**
- (9) 6"X8" TEE WITH THROUST BLOCKING
 - (10) 6" GATE VALVE

Meridian APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the Meridian Construction Code. The reviewer does not warrant the owner, engineer, or contractor of the project. The reviewer is not responsible for any errors or omissions in these plans and/or specifications. The reviewer is not responsible for any errors or omissions in these plans and/or specifications. The reviewer is not responsible for any errors or omissions in these plans and/or specifications.

Name: _____ Date: _____

811

Know what's below.
 Call before you dig.

CALL 8 BUSINESS DAYS IN ADVANCE BEFORE YOU BEGIN ANY EXCAVATION FOR THE PROTECTION OF UNDERGROUND MEMBER UTILITIES

C-407

SHEET NUMBER

PINE 43 INFRASTRUCTURE IMPROVEMENTS
MERIDIAN, IDAHO

WATER, SEWER, AND PRESSURE IRRIGATION
SEWER LINE C
PLAN AND PROFILE

DATE	DESCRIPTION	BY	DATE

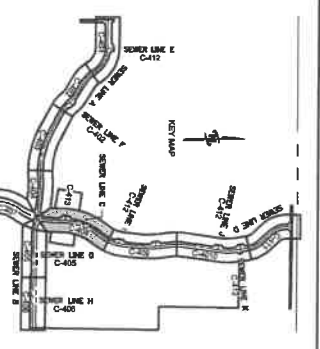
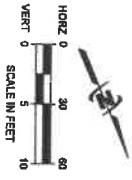
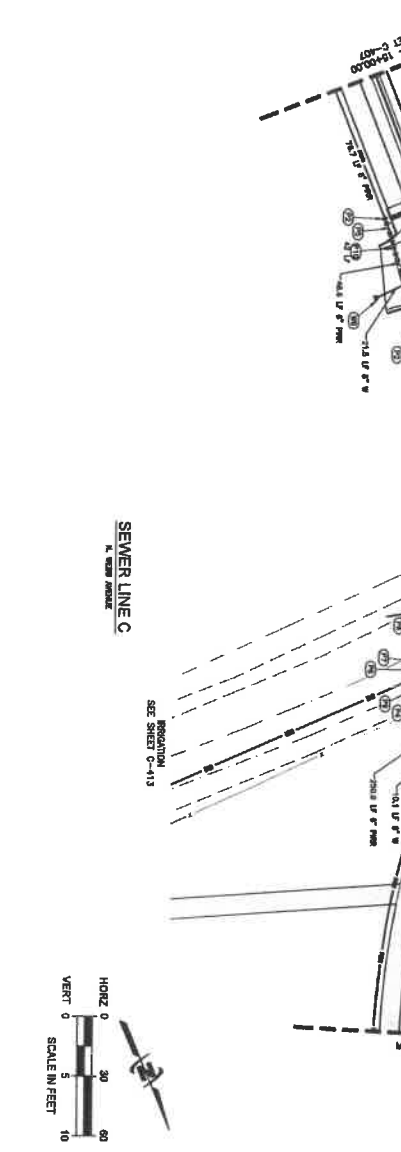
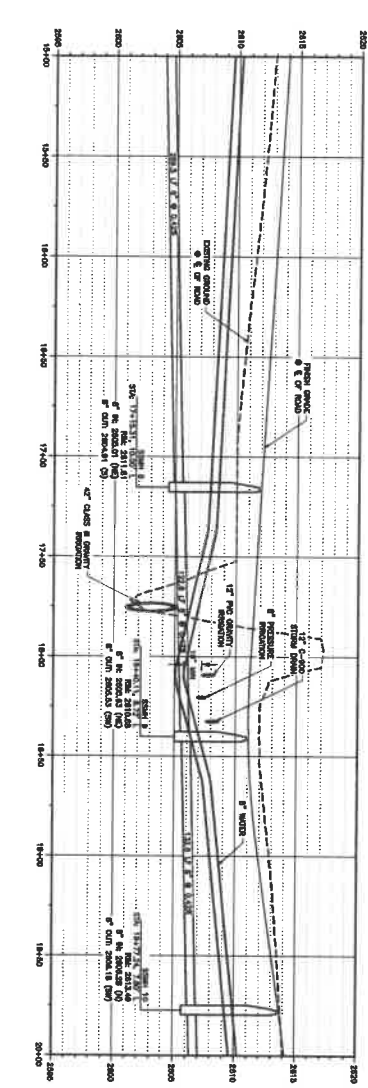


J-U-B ENGINEERS, INC.
 250 S. Beechwood Ave.
 Suite 201
 Boise, ID 83709-0944

Phone: 208.376.7330
 www.jub.com



- NOTES TO CONTRACTOR**
1. ALL NOTES PERTAIN TO ALL SPURT EXISTENCES TO REMAIN ACTUAL.
 2. EXISTING UTILITIES ARE HORIZONTALLY (20) MARKED FROM NEAREST FACE OF EXISTING CURB.
 3. LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY CHANGES TO EXISTING UTILITIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MERIDIAN AND THE IDAHO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE IDAHO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE IDAHO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.



- SEWER KEYPED NOTES**
- (30) 48" SEWER MANHOLE PER SP-301
 - (31) PIPE JOINTS ASSEMBLY PER COW SP-317
 - (32) PERMANENT PORTABLE MAN CROSSING SEE WATER NOTE 2 ON SHEET C-402
 - (33) 6" GATE VALVE PER COW SP-311
 - (34) 8" GATE VALVE WITH THRUST BLOCK PER SP-403
 - (35) 11.25" ELBOW WITH THRUST BLOCKING PER SP-403
 - (36) TEMPORARY BLOW-OFF PER COW SP-313
- PRESSURE IRRIGATION NOTES**
- (37) 6" TEE WITH THRUST BLOCKING
 - (38) 6" GATE VALVE
 - (39) 12" C-800 PVC CENTERED UNDER ROADWAY PER PRESSURE IRRIGATION NOTE 1 ON SHEET C-402
 - (40) 6" END CAP WITH THRUST BLOCKING
 - (41) 11.25" ELBOW WITH THRUST BLOCKING
 - (42) 4" ELBOW WITH THRUST BLOCKING
 - (43) 6" TEE WITH THRUST BLOCKING
 - (44) 8" TEE WITH THRUST BLOCKING
 - (45) 6" SLEEVE

811
 Know What's Below
 Call Before you Dig

CALL 811 NUMBER 811 IN ADVANCE TO LOCATE ALL UTILITIES. ADVANCE REQUEST FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES.

APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with Meridian City Standards and Specifications. The Engineer's approval does not constitute a warranty of the responsibility to design and/or construction details in accordance with all current applicable federal, state and local laws, codes, ordinances, orders of approval, all of which the City retains the right to enforce. Inadequacies not noted by City staff shall not be construed as approval of the design and/or construction. Any proposed revision to these plans must be submitted and approved by the City Engineer and the Meridian City Engineer and Specifications before any construction begins.

Project: _____ Date: _____

PINE 43 INFRASTRUCTURE IMPROVEMENTS
MERIDIAN, IDAHO

WATER, SEWER, AND PRESSURE IRRIGATION
SEWER LINE C
PLAN AND PROFILE

J-U-B ENGINEERS, INC.
 250 S. Beechwood Ave., Suite 201
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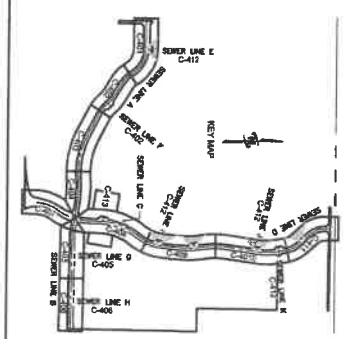
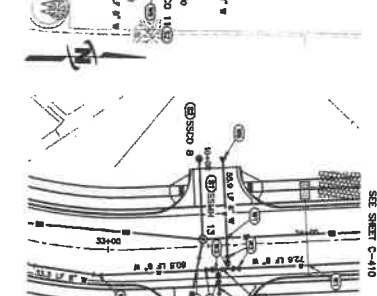
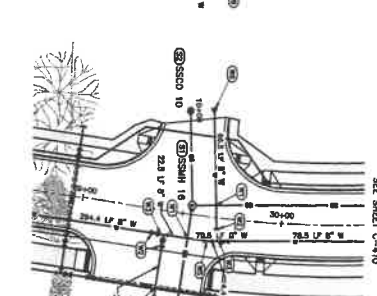
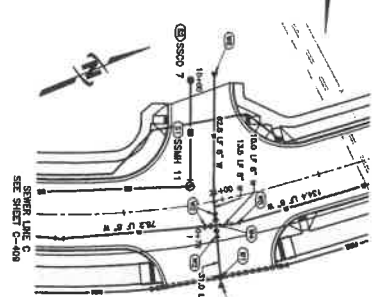
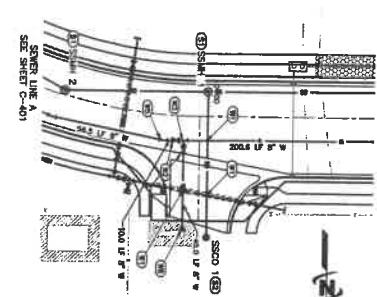
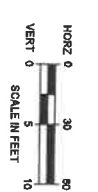
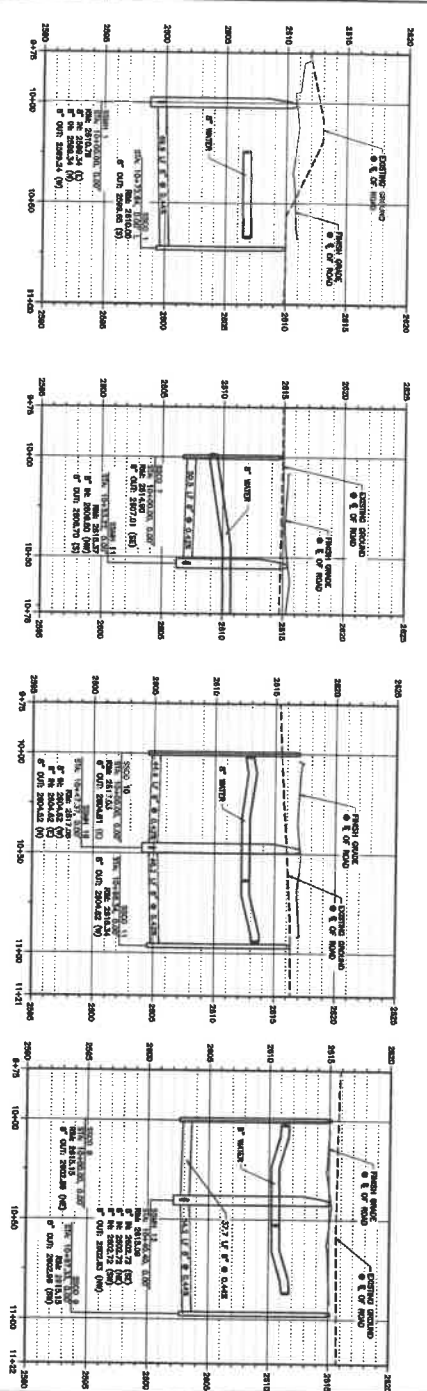
PROJECT: PINE 43
 SHEET NUMBER: C-408

DATE: 5/18/2018
 DRAWN BY: GORDON BROWNARD
 CHECKED BY: GORDON BROWNARD
 APPROVED BY: GORDON BROWNARD

SCALE: AS SHOWN
 SHEET NUMBER: C-408

10683
 JUB ENGINEERS, INC.

- NOTES TO CONTRACTOR**
1. SEE 2000 FEET TO ALL SPOT ELEVATIONS TO DETERMINE ACTUAL.
 2. SPOT ELEVATIONS ARE INDICATED BY (S) MEASURED FROM BENCH MARK.
 3. CONSTRUCTION OF THE EXISTING IMPROVED UTILITIES ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE EXISTING UTILITIES FROM THE FIELD.
 4. CONTRACTOR SHALL VERIFY THE EXISTING UTILITIES FROM THE FIELD AND REPORT TO THE ENGINEER ANY DISCREPANCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 9. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
 10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MERIDIAN, IDAHO, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.



- SEWER KEYED NOTES**
- (A) 48" SERR MANHOLE PER SPEC SD-001
 - (B) SERR CLEAN-OUT PER SPEC SD-008
 - (C) WATER KEYED NOTES
 - (D) 18" DIAMETER MANHOLE PER SPEC SD-002
 - (E) 18" DATE WALK PER COAL SD-011
 - (F) 18" TE WITH TRUST BLOCK PER SPEC SD-003
 - (G) 18" DATE WALK PER COAL SD-011
 - (H) 18" DATE WALK PER COAL SD-011
 - (I) 18" DATE WALK PER COAL SD-011
 - (J) 18" DATE WALK PER COAL SD-011
 - (K) 18" DATE WALK PER COAL SD-011

811

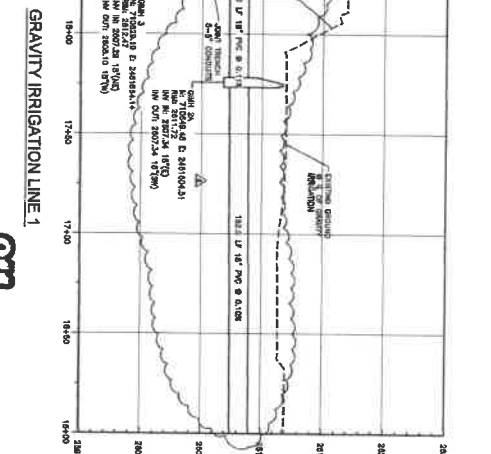
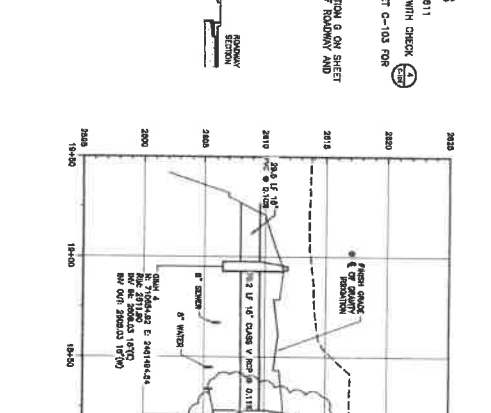
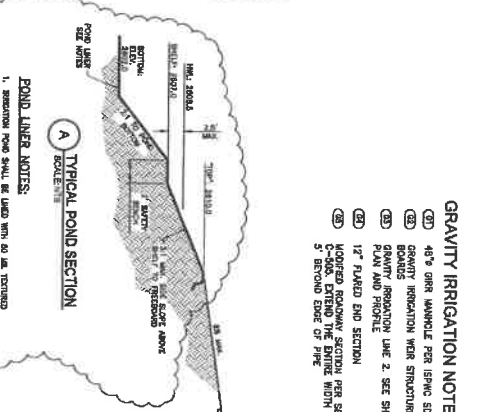
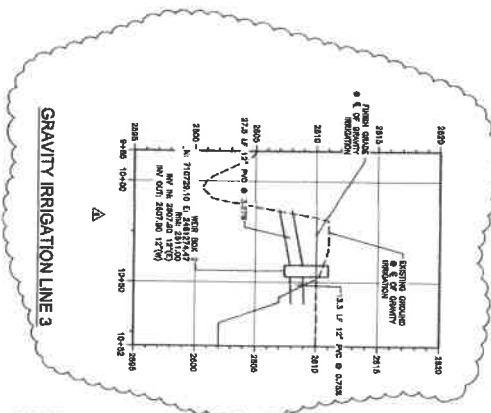
Call before you dig.

APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Meridian, Idaho, and the Idaho Department of Water Resources. The Engineer's approval does not constitute a warranty of the design and/or construction of the project. The Engineer's approval is based on the information provided by the contractor and is not a guarantee of the accuracy of the information. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Meridian, Idaho, and the Idaho Department of Water Resources.

GAIL S. ENGINEERS, INC.
 ADVANCE BEFORE YOU DIG.
 MARKING OF UNDERGROUND MEMBER UTILITIES

- NOTES TO CONTRACTOR**
1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



GRAVITY IRRIGATION LINE 3

GRAVITY IRRIGATION LINE 1 AND 3

GRAVITY IRRIGATION LINE 1

GRAVITY IRRIGATION LINE 3

- GRAVITY IRRIGATION NOTES**
- (1) 48" GRN MANHOLE PER ISPC SD-811
 - (2) GRAVITY IRRIGATION WER STRUCTURE WITH CHECK
 - (3) GRAVITY IRRIGATION LINE 2 SEE SHEET C-103 FOR PLAN AND PROFILE
 - (4) 12" FLARED END SECTION
 - (5) 12" FLARED END SECTION PER SECTION 3 ON SHEET C-100. EXTEND THE EXISTING WIDTH OF ROADWAY AND 5' BEYOND EDGE OF PIPE

POND LINE NOTES

1. RESERVOIR POND SHALL BE LINED WITH 30 LB. TYPED
2. POND SHALL BE LINED WITH 30 LB. TYPED
3. POND SHALL BE LINED WITH 30 LB. TYPED
4. POND SHALL BE LINED WITH 30 LB. TYPED
5. POND SHALL BE LINED WITH 30 LB. TYPED

