

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Rockbridge Homeowners Association, Inc.
9601 West State Street, Suite 203
Boise, Idaho 82714

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=43 CHE FOWLER
ROCKBRIDGE HOA

2016-061101
07/11/2016 08:56 AM
AMOUNT:\$136.00



On June 6, 2016, Rockbridge Homeowners Association, Inc., and Idaho non-profit corporation, (Space Above For Recorder's Use) and Franz Witte, Jr. and Vicki Witte, husband and wife, executed a certain Water Delivery Agreement, which Water Delivery Agreement was recorded with the Ada County, Idaho Recorder's Office on July 11, 2016, as Instrument No. 2016-061101 (the "Water Delivery Agreement"). The Water Delivery Agreement failed to attach the Correct Exhibit "A". Thus, the Water Delivery Agreement is being re-recorded with the correct Exhibit "A".

WATER DELIVERY AGREEMENT

THIS Water Delivery Agreement ("Agreement") is entered into this 6th day of June, 2016, by and between **ROCKBRIDGE HOMEOWNERS ASSOCIATION, INC.**, an Idaho corporation, whose address is 9601 West State Street, Suite 203, Boise, Idaho 83714 ("**Rockbridge**"), and Franz Witte, Jr., and Vicki Witte, husband and wife, whose address is 9775 West Millcreek Lane, Star, Idaho 83669 ("**Witte**").

WITNESSETH:

WHEREAS, Rockbridge is the homeowners' association for Rockbridge Subdivision Phases 1-7 as shown on **Exhibit A** attached hereto and made a part hereof and the common area of which is described on **Exhibit A-1** attached hereto and made a part hereof (collectively "**Rockbridge Subdivision**"). Rockbridge contemplates that Phase 8 as shown on Exhibit A will be annexed into Rockbridge Subdivision and if and when the same occurs as evidenced by annexation documents approved by Rockbridge (and as evidenced by a deed granting the common area of Phase 8 to Rockbridge), then Rockbridge and Witte intend to amend this Agreement to include Phase 8 within the terms of this Agreement.

WHEREAS, Witte is the owner of property commonly known as the "**Seneca Springs Tract**", the "**Barrell Creek Tract**" and the "**Witte Residence Tract**," each of which are described on **Exhibit B-1 through B-3** attached hereto and made a part hereof (each a "**Tract**" and together the "**Tracts**"). The Seneca Springs Tract, the Barrell Creek Tract and the Witte Residence Tract are also collectively referred to herein as the "**Witte Property**".

WHEREAS, Rockbridge Subdivision owns certain water rights and shares in the Middleton Irrigation Association, Inc. and receives water via the Middleton Mill Ditch Company. The irrigation water is delivered to Rockbridge Subdivision via the Pollard Lateral which carries the water to the "**Rockbridge Ponds**".

WHEREAS, Rockbridge owns and operates a pressurized irrigation water delivery system

("Rockbridge Pressurized Irrigation System") which pumps and diverts the water from the diversion points ("Diversions Points") at the Rockbridge Ponds to the main lines owned and operated by Rockbridge surrounding the perimeter of the Rockbridge Subdivision. The Rockbridge Pressurized Irrigation System consists primarily of two pump stations ("Pump Stations"), the mainlines, and other lines which deliver water from the Rockbridge Ponds to the Mainlines.

WHEREAS, the Rockbridge System is capable of delivering pressurized irrigation water to property in addition to that comprising the Rockbridge Subdivision.

WHEREAS, the Witte Property is adjacent to the Rockbridge Subdivision, and Witte also owns water rights and shares in the Middleton Irrigation Association, Inc. from points of diversion located within the Rockbridge Ponds.

WHEREAS, in developing the Witte Property, Witte wishes to connect its irrigation water delivery systems for the Witte Property ("**Witte Irrigation Systems**") to the mainlines of the Rockbridge Subdivision at the "**Points of Connection**" as shown on **Exhibit C** and thereby utilize the Rockbridge Pressurized Irrigation System to transport to the Witte Property pressurized irrigation water to which the Witte Property is lawfully entitled pursuant to water rights owned by Witte ("**Witte Water**"). Rockbridge has agreed to connect the Witte Irrigation Systems to the Rockbridge Pressurized Irrigation System at each of the Points of Connection and to supply pressurized irrigation water to the Witte Property, all upon the terms and conditions set forth herein. The parties acknowledge that the connection of the Witte Irrigation Systems for Seneca Springs Tract and the Witte Residence Tract and the Barrell Creek Tract may occur at different times but all of the provisions of this Agreement apply to the connection of each of the Tracts to the Rockbridge Pressurized Irrigation System.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the receipt and sufficiency of which are acknowledged by both Rockbridge and Witte (each a "**Party**" and together the "**Parties**"), the Parties covenant and agree as follows:

1. CONNECTION OF SYSTEMS.

1.1 Connection Work. Rockbridge agrees, at Witte's expense as set forth below, to connect the Witte Irrigation Systems to the Rockbridge Pressurized Irrigation System (using FWLC as the contractor for such work as set forth below) at the Points of Connection shown on Exhibit C subject to all of the terms and conditions of this Agreement including, without limitation, the following:

a. Witte shall give Rockbridge not less than fifteen (15) days advance written notice of the date on which Witte wishes to have the Witte Irrigation Systems connected (for a Witte Tract) to the Rockbridge Pressurized Irrigation System.

b. Not later than the date Witte has designated that the Witte Irrigation Systems, or any part thereof, is to be connected to the Rockbridge Pressurized Irrigation System, Witte shall have delivered written evidence, reasonably satisfactory to Rockbridge, that all fees and other sums including all water and ditch assessments, assessed to Witte by all water and canal companies and water supply companies and similar entities serving the Witte Property including, without limitation, Middleton Irrigation Association, Inc., Middleton Mill Ditch Company, and the Pollard Lateral, have been paid to date and are not in arrears. All of the foregoing fees,

assessments and charges shall collectively be referred to as the "Water Supply Charges".

c. Rockbridge agrees to contract with Franz Witte Landscape Contracting, Inc. ("FWLC"), a company controlled by Witte, to perform the work necessary to connect the Witte Irrigation Systems to the Rockbridge Pressurized Irrigation System at the Points of Connection. Rockbridge shall grant FWLC the right to access the Rockbridge Subdivision as necessary or helpful to allow FWLC to construct each Point of Connection.

d. Witte agrees to pay all costs of the connection work described herein directly to FWLC and further represents and warrants that FWLC's work shall be in compliance with all applicable laws and all provisions of this Agreement including Exhibits and warrants the work against defects for a period of one year following the date of the work in question.

1.2 Construction Standards. Witte agrees to cause FWLC to undertake and complete all construction in a good and workmanlike manner and in accordance with the "Report" defined in Section 3.7e below and all of the standards of construction for the Rockbridge System prepared by The Land Group, Inc. for the Rockbridge Subdivision, and the Idaho Standards for Public Works Construction (ISPWC), 2015 Edition. The diameter of pipes providing service from the Witte main lines to residential lots within the Witte Property shall not exceed the largest diameter of pipe providing similar service to residential lots within the Rockbridge Subdivision.

1.3 Permits and Authorization. Prior to construction of Points of Connection, Witte shall obtain all required permits and authorizations from those governmental agencies having jurisdiction, including, without limitation, applicable water and canal companies, and provide Rockbridge with a copy of all of the same. Witte agrees to cause FWLC to complete all construction and other work in strict compliance with the same and all applicable laws and governmental requirements.

1.4 Time for Completion. Once construction of an individual Point of Connection is commenced, Witte agrees to cause FWLC to complete the same within one (1) day, subject to force majeure events outside FWLC's control such as to theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, inability to obtain labor or materials, court order or similar event, but excluding financial reasons.

1.5 Ownership and Operation of Points of Connection. Upon completion of construction of any Points of Connection, the pipe and equipment including all isolation valves comprising or relating to the Points of Connection (located within the Rockbridge Subdivision) and any further pipes and equipment located within the Rockbridge Subdivision which connect the Rockbridge Pressurized Irrigation System to the Witte Irrigation System shall all be considered part of the Rockbridge Pressurized Irrigation System, shall belong solely to Rockbridge and shall be under the sole and complete control of Rockbridge. All pipe and equipment located on the Witte Property shall belong solely to Witte, its successors and assigns and shall be under the sole and complete control of Witte.

1.6 Maintenance and Repair.

a. From and after completion of each Point of Connection, Rockbridge shall, at Witte's expense, maintain the same and shall keep the same in good condition and repair, using the services of one or more contractors mutually acceptable to the Parties. Rockbridge shall deliver

to Witte an invoice for the direct cost of maintenance and repair of each Point of Connection and Witte shall pay the same to Rockbridge within ten (10) days after receipt of the same. Witte acknowledges that its obligation to pay such invoices is in addition to its obligations to pay all other sums due by Witte to Rockbridge pursuant to this Agreement.

b. From and after completion of each Point of Connection, Witte shall, at Witte's cost and expense, maintain in good condition and repair, that portion of the Witte Irrigation Systems which is then connected to the Rockbridge Pressurized Irrigation System.

1.7 Insurance. Each party shall maintain at all times during this Agreement commercial general liability insurance, including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage covering its obligations of indemnity and defense, and (iv) personal injury, with a single limit of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall provide for occurrence-based coverage.

When permitted by law, the insurance policies required under this Section shall contain waivers of the insurer's subrogation rights.

Insurance required under this Section shall: (a) be issued on a U.S. policy by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and licensed to do business in the state where such companies' services are rendered; (b) name the other party as an additional insured or loss-payee, as its interests may appear; and (c) provide for severability of interests; and (d) provide primary coverage. Each party shall, upon request, provide the other party with a Certificate of Insurance evidencing the coverage required hereunder. When any such policy shall expire or terminate, the insuring party shall obtain a renewal or additional policy in conformance with the requirements of this Section.

1.8 Connection Fees. In consideration of the rights and benefits granted to Witte hereunder, Witte shall pay a connection fee of \$30,000.00, due and payable as follows:

a. \$15,000.00 shall be due and paid in cash to Rockbridge immediately upon completion of construction of the first Point of Connection between the Rockbridge Pressurized Irrigation System and the first Tract of the Witte Property to be connected thereto.

b. \$10,000.00 shall be due and paid in cash to Rockbridge immediately upon completion of construction of the first Point of Connection between the Rockbridge Pressurized Irrigation System and the second Tract of the Witte Property to be connected thereto.

c. \$5,000.00 shall be due and paid in cash to Rockbridge on that date that is twelve (12) months after completion of construction of the Point of Connection described in 1.8 b. hereof.

Payments due as herein provided must be made irrespective of any other Point of Connection being made or not being made.

1.9 Order of Connection/Undeveloped Points of Connection. Witte may, subject to the terms of this Agreement, designate the order and dates of connection of each of its systems for the Barrell Creek Tract, the Seneca Springs Tract and the Witte Residence Tract at such times and

order as it chooses.

Notwithstanding the foregoing, Witte acknowledges and agrees that the Rockbridge Pressurized Irrigation System may not be fully constructed at the Points of Connection in Phase 8 of the Rockbridge Subdivision (which are Points of Connection for the Seneca Springs Tract) because Phase 8 is not annexed to the Rockbridge Subdivision, is not subject to this Agreement, and is also not developed. Rockbridge has no duty to Witte to ensure Phase 8 is ever annexed or developed (and therefore those Points of Connection for the Seneca Springs Tract may never be constructed). Therefore, Witte's rights hereunder relative to the Seneca Springs Tract are subject to the annexation of Phase 8 into Rockbridge Subdivision and the development of Phase 8 all of which may never occur. Without limiting the foregoing, Rockbridge is not obligated by this Agreement to construct an extension of the Rockbridge System to the Point of Connection for the Seneca Springs Tract.

2. WATER DELIVERY AGREEMENT.

2.1 Delivery of Water. Subject to all of the conditions of this Section 2.1 and only to the extent that (i) Witte Water is available from the Middleton Irrigation Association, Inc., and (ii) Witte is legally entitled to delivery thereof at the Diversion Points, Rockbridge agrees to utilize the Rockbridge Pressurized Irrigation System to deliver the Witte Water to the Points of Connection which have been constructed by Rockbridge at the same times and subject to all of the same terms (including pressure, frequency and other terms and conditions) pursuant to which it makes water available to the lots in the Rockbridge Subdivisions. Rockbridge's agreements under this Section 2.1 and its obligation to deliver any water to the Points of Connection are contingent upon the prior satisfaction of all of the following conditions (which shall also be deemed covenants of Witte under this Agreement, the breach of which shall entitle Rockbridge to the remedies described in Section 3.11):

a. Payment of Assessments. As a continuing condition to Rockbridge's obligation under this Agreement to deliver water, Witte shall have paid all assessments and other charges due under this Agreement in a timely manner relative to the Subdivision designated to receive water. If at any time any of such assessments or charges are unpaid, then in addition to its other remedies under Section 3.11, Rockbridge shall, after giving thirty (30) days prior written notice of such default to Witte as set forth in Section 3.11 have no obligation to deliver water to the Subdivision in default of paying such assessments or charges and Rockbridge may shut off the water to such Subdivision until such charges and fees are paid in full.

b. Payment of Fees to Third Parties. As a continuing condition to Rockbridge's obligation under this Agreement to deliver water, Witte shall have paid in a timely manner all Water Supply Charges and shall, promptly upon request by Rockbridge, have provided evidence of such ongoing payments to Rockbridge. If at any time any of such assessments or charges are unpaid, then in addition to its other remedies under Section 3.11, Rockbridge shall have no obligation to deliver water to the Subdivision in default of paying such Water Supply Charges and Rockbridge may shut off the water to such Subdivision until such charges and fees are paid in full.

c. No Default under this Agreement. As a continuing condition to Rockbridge's obligation under this Agreement to deliver water, Witte shall not be in material or monetary breach of any of its obligations, representations or warranties under this Agreement or the restrictions set forth in Section 3.5. However, Rockbridge may not suspend delivery of water without first providing

notice of default and opportunity to cure as more fully provided in Section 3.11(a) below.

2.2 Water Assessments.

2.2.1 The Board of Directors of Rockbridge shall in its sole and absolute discretion and from time to time establish (i) annual water delivery assessments for each residential lot then Served by the Rockbridge Pressurized Irrigation System or the Witte Irrigation System (collectively, the "**Dual System**") which assessments shall be equal among all of such residential lots, and (ii) annual water delivery assessments for each common area lot as defined in 3.5 hereof which is then Served by either system within the Dual System, which assessments shall be equal among all such common area lots (collectively, "**Annual Water Delivery Assessments**").

2.2.2 A lot within a subdivision of the Witte Property shall be deemed "**Served by the Dual System**" as of the first day of the calendar year in which a building permit has been issued for the construction of a residence on a residential lot or for common area improvements on a common area lot (or commencement of construction of such improvements if no permit therefor is required). Each year on April 1, Witte will provide Rockbridge with an annual summary of all lots then Served by the Dual System. If a lot becomes Served by the Dual System after April 1 of any calendar year, the assessments for that lot (which are due for the entire calendar year) shall be paid the next year when Annual Water Delivery Assessments are due. Annual Water Delivery Assessments shall not be prorated; rather the full amount of Annual Water Delivery Assessments shall be due regardless of when during a calendar year a lot becomes "Served by the Dual System".

Notwithstanding the foregoing, all lots reflected on any recorded plat of any portion of the Witte Property shall be deemed "Served by the Dual System" at such time as (i) neither Witte nor Free Time, Inc. own any portion of the Witte Property, and (ii) Witte does not directly or indirectly control the board of directors of any of the Witte HOA's.

2.2.3 Witte and its successors and permitted assigns including, without limitation, the Witte HOA's as defined below, shall pay, when due (as determined and established by the Board of Directors of Rockbridge on a uniform basis for all lots Served by the Dual System) all Annual Water Delivery Assessments for all lots Served by the Dual System.

2.3 Assessment for Replacement Reserve. In the event that the Board of Directors of Rockbridge establishes a separate reserve account for repair or replacement of the pumps or other equipment of the Rockbridge Pressurized Irrigation System, each Witte HOA (as hereafter defined) shall pay a proportionate share of the annual assessment for such reserve which proportionate share is equal to the proportion that the number of lots in such Witte HOA that are Served by the Dual System during such annual period bears to the total number of lots receiving water from the Dual System during such annual period.

3. MISCELLANEOUS.

3.1. Municipal, Water and Ditch Company Consents. As a condition precedent to the agreements herein set forth, Witte shall, at its cost, obtain the written consent of: (i) the City of Star to the connection of the systems herein provided for and (ii) the Middleton Irrigation Association, Inc. to any changes in the points of diversion herein provided for, and shall deliver such written consents to Rockbridge in a timely manner so as to enable FWLC to install the Points of

Connection within the time frame requested by Witte. FWLC may not install any Points of Connection without first receiving the written consents required hereunder.

3.2. Assignment. Witte's interests herein are assignable (in one or more concurrent or successive transactions) only to persons or entities acquiring fee title interest in the Witte Property subsequent to the execution of this Agreement (including without limitation to Free Time, Inc. which may develop the Witte Property) or to any homeowners' associations created in connection with any of the subdivisions within the Witte Property (each a "**Witte HOA**"), subject to all of the following terms and conditions:

a. the proposed assignee, if an entity, shall be organized and in good standing under the laws of the State of Idaho and Witte shall deliver evidence thereof to Rockbridge.

b. Witte shall have given Rockbridge written notice of the Tax I.D. number for the assignee, mailing address and other requested contact information for the proposed assignee.

c. Witte shall have transferred its water rights to the proposed assignee and shall have given evidence of such transfer to Rockbridge.

d. If the proposed assignee is a Witte HOA, Witte shall have recorded CCR's for the subdivision managed by such Witte HOA which CCR's shall reference the material terms of this Agreement including recording information for this Agreement. The CCR's must be submitted to Rockbridge for review for compliance with the terms of this subparagraph.

e. Witte shall have assigned this Agreement to the proposed assignee and the proposed assignee shall have assumed all of the obligations under this Agreement pursuant to an Assignment and Assumption Agreement reasonably acceptable to Rockbridge and Witte shall have provided an executed copy of the Assignment and Assumption Agreement to Rockbridge. The Assignment and Assumption Agreement shall set forth an Effective Date of the Assignment and shall be recorded

If and only if all of the foregoing conditions are satisfied relative to a proposed assignment, then Rockbridge shall perform its obligations hereunder for the benefit of the assignee and Witte as the assignor shall have no further liability hereunder with respect to the assigned interest except that Witte shall be liable for all liabilities and obligations (including indemnification obligations) and representations and warranties arising before the Effective Date of the assignment.

3.3. No Change in Water and Ditch Rights. Nothing in this Agreement is intended to create any interest of either Party in the water or ditch rights of the other Party. Accordingly, notwithstanding anything herein to the contrary, all of the water and ditch rights heretofore held by Rockbridge remain the sole and exclusive property of Rockbridge and all of the water and ditch rights heretofore held by Witte remain the sole and exclusive property of Witte.

3.4. Independent Owners Associations. Rockbridge and the several Witte HOA's shall at all times be and remain separate entities and neither has the authority to levy assessments within the other's subdivision(s).

3.5. Limitations on Development of Witte Property. Franz represents, warrants and covenants to all of the following:

a. The Barrell Creek Tract will be limited to 14 residential lots and one common area lot (actually composed of one or more separate common area parcels within such Tract but treated as one common area lot for all purposes of this Agreement).

b. The Seneca Springs Tract will be limited to 12 residential lots and one common area lot (actually composed of one or more separate common area parcels within such Tract but treated as one common area lot for all purposes of this Agreement).

c. The Witte Residence Tract will be limited to 20 residential lots and one common area lot (actually composed of one or more separate common area parcels within such Tract but treated as one common area lot for all purposes of this Agreement).

3.6. Representations of Rockbridge. Rockbridge represents and warrants all of the following:

a. Rockbridge represents that it owns and operates the Rockbridge Pressurized Irrigation System which now delivers or is intended to deliver pressurized irrigation water derived from the Middleton Irrigation Association, Inc. to the Rockbridge Subdivision from the Diversion Points, and that it has full right and authority to enter into this Agreement and to and perform its obligations herein set forth.

b. Each party executing this Agreement on behalf of Rockbridge represents that it has been authorized by the Board of Directors of Rockbridge to execute this Agreement on behalf of Rockbridge and that upon full execution hereof, this Agreement shall be binding upon Rockbridge, subject only to rights as they may from time to time exist under applicable bankruptcy and other laws.

The representations, warranties and indemnities under this Section 3.6 shall survive the termination of this Agreement.

3.7. Representations of Witte. Witte represents and warrants all of the following (and agree that his successors and assigns shall also be bound by such representations and warranties):

a. Witte is the owner of the Witte Property, which Witte Property receives irrigation water from the Middleton Irrigation Association, Inc., via Middleton Mill Ditch Company and the Pollard Lateral, from points of diversion which are located within the Rockbridge Ponds, and that Witte has the right to enter into and perform its agreements herein set forth. The foregoing entities specified in this subparagraph a constitute all of the entities delivering or providing water to the Witte Property and to which Witte has any payment obligations for the same.

b. To the extent identified by the following entities, Witte owns the following water and ditch rights that have been allocated to the Witte Property and which water flows into the Rockbridge Ponds:

Middleton Irrigation Association, Inc.: 16 Shares

Foot Hill Ditch Company: 4 Shares
Middleton Mill Ditch Company: (unquantified right)
Pollard Lateral: (unquantified right)

c. Witte has obtained (or will obtain) all permits and governmental approvals required to exercise its rights and perform Witte's obligations under this Agreement.

d. Each party executing this Agreement on behalf of Witte represents that it is authorized to execute this Agreement on behalf of Witte and that upon full execution hereof, this Agreement shall be binding upon Witte, subject only to rights as they may from time to time exist under applicable bankruptcy and other laws.

e. All of the statements, facts, assurances, opinions, conclusions, plans and specifications ("collectively, **Assurances**") set forth in that certain Report entitled "Pressure Irrigation Assessment of Existing Rockbridge Subdivision System" prepared by the Land Group, Inc. ("**Consultant**") dated January 12, 2015 Project No. 114017 and all subsequent reports, amendments, supplements, addenda, materials, plans and specifications prepared by the Consultant in connection with the connection of the Witte Irrigation System to the Rockbridge Pressurized Irrigation System (collectively, "**Report**") are true, accurate and reliable (however both parties acknowledge and agree that the Assurances only relate to Phases 1 – 8 of the Rockbridge Subdivision and not to any possible development beyond such scope). In addition to Witte's other indemnification obligations in this Agreement, Witte shall indemnify Rockbridge for any losses, damages, claims, costs, expenses, suits, actions of any nature (collectively, "**Claims**") arising from any erroneous or false Assurances contained in the Report. Notwithstanding the foregoing, if any Claims arise as a result of a false or inaccurate Assurance concerning the capacity of the Rockbridge Pressurized Irrigation System to accommodate the connection of the Witte Irrigation System thereto, then, to the extent the same can be remedied by the disconnection of the two systems, Witte, at its sole cost and expense, shall have the right (but not the obligation) to disconnect the Witte Irrigation System from the Rockbridge Pressurized Irrigation System and undertake all work relating thereto to fully restore the Rockbridge Pressurized Irrigation System to its condition as it existed prior to the connection of the two systems in order to extinguish its liability hereunder for such specific false or inaccurate Assurance and after such disconnection, and in such event Rockbridge shall have no further obligation to provide water to the Witte Irrigation Systems and Witte and its assigns shall have no further obligation to pay assessments as herein provided.

The representations, warranties and indemnities under this Section 3.7 shall survive the termination of this Agreement.

3.8. Notices. All notices or other communications hereunder shall be in writing and shall be effective (and any time period dependent thereon shall commence) upon delivery or three (3) days following mailing thereof by certified or registered mail to the parties at their respective address set forth in the preamble of this agreement. Either party may change their address for notice by giving written notice of such change to the other party.

3.9. Partial Invalidity. In case any provision hereof shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other term of this Agreement, shall in any way be affected hereby.

3.10. Indemnity/Release.

a. Witte agrees to indemnify, defend and hold Rockbridge and its agents, officers, employees and directors and any homeowners in any of the Rockbridge Subdivisions harmless from and against any and all Claims arising from any failure or defect in any of the Points of Connection within the first year after construction thereof or any failure or defect in the Witte Irrigation System or the breach by Witte of any of its obligations under this Agreement or any misrepresentation or breach of warranty of Witte under this Agreement.

b. Subject to the other paragraphs in this Section, Rockbridge agrees to indemnify, defend and hold Witte and its successors, and their respective agents, officers, employees and directors and any homeowners in any of the Witte subdivisions harmless from and against any and all Claims arising from the breach by Rockbridge of any of its obligations under this Agreement or any misrepresentation or breach of warranty of Rockbridge under this Agreement.

c. Notwithstanding anything to the contrary in this Agreement, Rockbridge and Rockbridge's agents, including without limitation, its officers and directors, shall not be responsible or liable for any Claims or failure to deliver water caused by or resulting from theft or criminal conduct, or any acts of God or third parties (which third parties are not under Rockbridge's direct control), or the bursting, breaking, leaking, running, seeping, overflowing or backing up of water or any electrical, power or other utility interruption, shortage or outage, fire, obstruction, explosion, or freezing water or other unforeseen causes beyond Rockbridge's reasonable control.

d. The provisions of this section shall survive any termination of this Agreement.

3.11. Remedies for Breach. Each party acknowledges and agrees that breach of any of the terms of the agreements set forth herein may cause damage that cannot be adequately remedied by the award of monetary damages. Accordingly, upon the breach of any term, covenant, or provision of this Agreement, either party shall be entitled to any and all remedies available at law or equity including, without limitation, specific performance or appropriate injunctive relief against the Party in breach thereof.

a. **Default by Witte.** In the event Witte, its successor owner or assignee or any of the several Witte HOAs fails to perform any of their respective obligations under this Agreement (including without limitation failure to pay Rockbridge amounts due hereunder, including connection fees and assessments), Rockbridge shall provide such defaulting party with written notice (in the manner specified in 3.8 hereof) identifying each of the item(s) claimed by Rockbridge to be in default. The party alleged to be in default shall have thirty (30) days following the effective date of such notice within which to cure or disprove the matters claimed to be in default.

If Witte or its successors or assigns or any of the several Witte HOAs as applicable fail to cure the item in default within said thirty (30) day period, Rockbridge may pursue any remedy available at law or in equity, and, in addition to the foregoing and without limiting the foregoing, Rockbridge may suspend the delivery of Witte Water to the defaulting party for the duration of such default (after said 30-day period).

b. **Default by Rockbridge.** In the event Rockbridge or its successors or assigns fails to perform any of their respective obligations under this Agreement, Witte shall provide

Rockbridge with written notice (in the manner specified in 3.8 hereof) identifying each of the item(s) claimed by Witte to be in default. Rockbridge shall have thirty (30) days following the effective date of such notice within which to cure or disprove the matters claimed to be in default.

If Rockbridge fails to cure the item in default within said thirty (30) day period, Witte may pursue any remedy available at law or in equity.

3.12. Separate Metering. If governmental authority having jurisdiction issues a final order or final determination requiring that Witte Water drawn from the Rockbridge Ponds be separately metered, Witte shall either: (i) promptly install the requisite metering equipment in conformance with then-current industry standards and at Witte's sole expense or (ii) cancel this agreement by written notice to Rockbridge.

3.13. Idaho Law, Venue. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in the State of Idaho. Venue for the resolution of all disputes and for the enforcement of the provisions of this Agreement shall be in Ada County, Idaho.

3.14. Construction of Terms/Paragraph Headings. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation". The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision. Paragraph headings are for convenience purposes only and shall not be interpreted to limit or define the terms of this Agreement.

3.15. Attorney's Fees. In the event of a breach of any term, covenant or provision of this Agreement, if the aggrieved party shall file suit to enforce its rights hereunder, the prevailing party in such a proceeding shall be entitled to the recovery of all costs of suit, including reasonable attorney's fees incurred, in addition to such other damages as may be provided to the prevailing party in such proceeding.

3.16. Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

3.17. Entire Agreement. All Exhibits to this Agreement are a part of this Agreement. This Agreement, together with the accompanying Schedules and Exhibits, is the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

3.18. Binding Effect. This Agreement shall inure to the benefit of the parties and their respective heirs, successors and assigns.

3.19. No Third Party Beneficiaries. The parties agree that, except as may be expressly herein provided, they are creating no third party beneficiaries hereunder who would have the right to enforce this Agreement against one of the parties hereto.

3.20. Recordation of Agreement. The Parties agree that a copy of this Agreement may be recorded in the real property records of Ada County, Idaho.

3.21. **No Real Property Interest.** The Parties agree that this Agreement does not create any express or implied real property interests, easements, licenses or any other interest in real property, and is only being recorded for the sole purpose of giving notice of the existence of the terms hereof.

Dated as of the day and year first set forth above.

Rockbridge Homeowners Association, Inc., an Idaho corporation

Douglas P. Kramer
President
Randy Bates
Secretary

Witte:

Franz Witte, Jr.
Franz Witte, Jr.
Vicki Witte
Vicki Witte

STATE OF IDAHO

County of ADA

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On this 6th day of June, 2016, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared Douglas Kramer and Randy Bates known or identified to me to be respectively the President and the Secretary of **Rockbridge Homeowners Association, Inc.,** an Idaho corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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



Georgia Mackley
Notary Public for the State of Idaho
Residing at: *Star, Id*
Commission expires: *6/22/18*

STATE OF IDAHO)
) :ss
County of ADA)

On this 6th day of June, 2016, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared **Franz Witte, Jr.**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same.

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

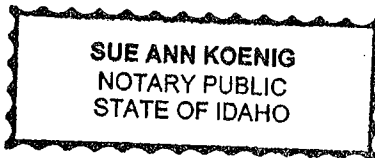


Georgia Mackley
Notary Public for the State of Idaho
Residing at: Star, Id
Commission expires: 6/22/18

STATE OF IDAHO)
) :ss
County of ADA)

On this 7th day of June, 2016, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared **Vicky Witte**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same.

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



Sue Ann Koenig
Notary Public for the State of Idaho
Residing at: Idaho
Commission expires: 10/25/19

Exhibit "A"

Site Plan showing Rockbridge Subdivision Phase 1-7

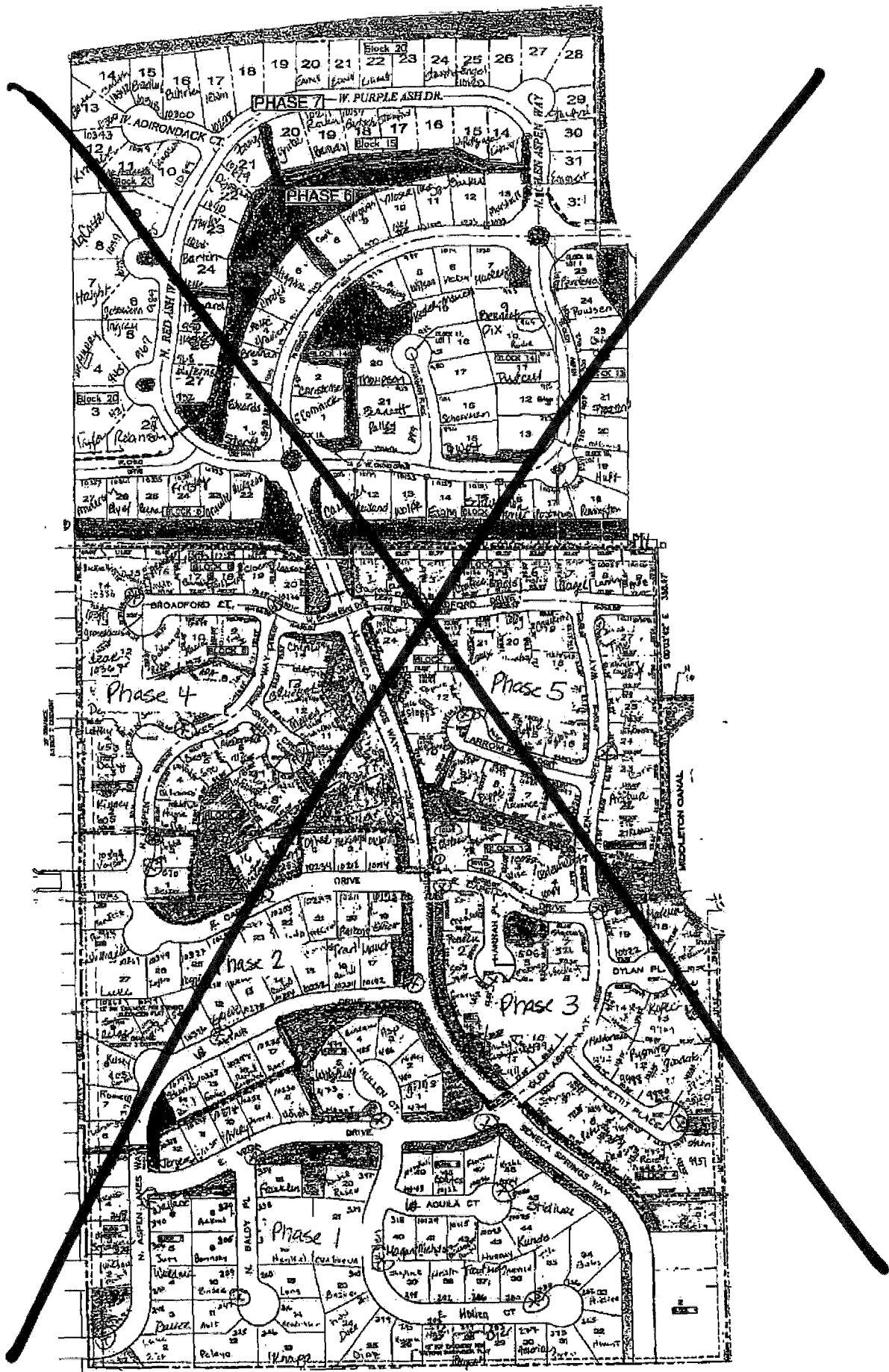


Exhibit A-1

**Legal Descriptions of Common Area
Owned by Rockbridge Homeowners' Association**

EXHIBIT

#1

Lot 1, Block 1, Lot 1, Block 2, Lot 1, Block 3, Lots 3 and 4, Block 4, Lots 1, 7, 19, 50 and 51, Block 5, Lot 7, Block 6 and Lot 1, Block 7 of Rockbridge Subdivision No. 1, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 83 of plats at pages 9225 through 9230;

TOGETHER WITH a nonexclusive easement twelve (12) feet wide, adjacent to all lot lines common to a public right-of-way and adjacent to the subdivision boundary of Rockbridge Subdivision No. 1, as shown on the plat thereof, for construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

TOGETHER WITH a nonexclusive easement twelve (12) feet wide, being six (6) feet on either side of common interior side property lines and rear property lines of Rockbridge Subdivision No. 1, as shown on the plat thereof, for the construction, repair and maintenance of any drainage facilities and for the construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

#2

Lot 13, Block 6 and Lot 18, Block 7 of Rockbridge Subdivision No. 2, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 86 of plats at pages 9698 through 9700 (hereinafter the "Common Area");

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, adjacent to all lot lines common to a public right-of-way and adjacent to the subdivision boundary of Rockbridge Subdivision No. 2, as shown on the plat thereof, for construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, being six (6) feet on either side of common interior side property lines and rear property lines of Rockbridge Subdivision No. 2, as shown on the plat thereof, for the construction, repair and maintenance of any drainage facilities and for the construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

#3

Lots 6 and 12, Block 11 of Rockbridge Subdivision Phase 3, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 87 of plats at pages 10020 through 10022 (hereinafter the "Common Area");

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, adjacent to all lot lines common to a public right-of-way and adjacent to the subdivision boundary of Rockbridge Subdivision No. 3, as shown on the plat thereof, for construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, being six (6) feet on either side of common interior side property lines and rear property lines of Rockbridge Subdivision No. 3, as shown on the plat thereof, for the construction, repair and maintenance of any drainage facilities and for the construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

#4

Lots 9, Block 9 of Rockbridge Subdivision Phase 4, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 91 of plats at pages 10627 through 10629 (hereinafter the "Common Area");

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, adjacent to all lot lines common to a public right-of-way and adjacent to the subdivision boundary of Rockbridge Subdivision No. 4, as shown on the plat thereof, for construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, being six (6) feet on either side of common interior side property lines and rear property lines of Rockbridge Subdivision No. 4, as shown on the plat thereof, for the construction, repair and maintenance of any drainage facilities and for the construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

TOGETHER WITH a non-exclusive easement thirty-five (35) feet wide adjacent to the west line of Lots 2, 3, and 4 of Block 8, Rockbridge Subdivision No. 4, as shown on the plat thereof, for the construction repair and maintenance of a pressurized irrigation system to be owned and operated by the Association;

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

#5

Lots 20, Block 4 and Lot 5, Block 12 of Rockbridge Subdivision Phase 5, according to the official plat on file in the office of the County Recorder of Ada County, Idaho, in Book 93 of plats at pages 11,093 through 11,097 (hereinafter the "Common Area");

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, adjacent to all lot lines common to a public right-of-way and adjacent to the subdivision boundary of Rockbridge Subdivision No. 5, as shown on the plat thereof, for construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

TOGETHER WITH a non-exclusive easement twelve (12) feet wide, being six (6) feet on either side of common interior side property lines and rear property lines of Rockbridge Subdivision No. 5, as shown on the plat thereof, for the construction, repair and maintenance of any drainage facilities and for the construction, maintenance and repair of a pressurized irrigation system to be owned and operated by the Association;

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

#6

Lot 21, Block 8; Lots 10 and 26, Block 13; Lots 3, 8, and 14, Block 14; Lot 7, Block 15; Lot 1, Block 16; Lot 1, Block 17; Lot 1, Block 18; and Lot 1, Block 19; of ROCKBRIDGE SUBDIVISION PHASE 6, according to the official plat thereof filed in Book 96 of Plats at Pages 12025 through 12030, and recorded October 27, 2006, as Instrument No. 106170020, official records of Ada County, Idaho;

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

#7

Lot 1 and Lot 33, Block 20, Lot 1 Block 21, Lot 1 Block 22, Lot 1 Block 23, Lot 1 Block 24 all in Rockbridge Subdivision Phase 7, according to the official plat thereof, filed in Book 103 of Plats at Page(s) 13960 through 13964, recorded July 28, 2011 as Instrument No. 111060613, official records of Ada County, Idaho.

SUBJECT TO all easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments.

Exhibit "B-1"
Seneca Springs Tract

Exhibit "B-1"



THE LAND GROUP, INC.

April 15, 2014
Project No. 114017
Parcel Description
Star 17 – Overall South Area
4.60 Acres

Exhibit "A"

A tract of land being a portion of Lot 1, Block 1 of Stevens Subdivision (according to the official plat thereof, filed in Book 64 of Plats, at Pages 6,531-6,532, records of Ada County, Idaho) and Lot 40, Block 1 of Streamview Subdivision (according to the official plat thereof, filed in Book 93 of Plats, at Pages 11,197-11,198, records of Ada County, Idaho), Idaho situated in the Northeast One Quarter of the Southeast One Quarter of Section 8, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho described as follows:

Commencing at the East One Quarter Corner of said Section 8, which bears South 0°30'34" West a distance of 2,640.54 feet from the Northeast Corner of said Section 8, thence following the easterly line of the said Northeast One Quarter of the Southeast One Quarter, South 0°28'28" West a distance of 211.97 feet to a point on the northerly line of said Streamview Subdivision;
Thence leaving said easterly line and following said northerly line, North 88°52'18" West a distance of 577.07 feet to the northeast corner of Lot 40, Block 1 of said Streamview Subdivision, and being the POINT OF BEGINNING.

Thence leaving said northerly line and following the easterly line of said Lot 40, Block 1, South 9°44'42" West a distance of 137.67 feet to the southeast corner of said Lot 40, Block 1;

Thence leaving said easterly line, and following the southerly line of said Lot 40, Block 1, and the northerly line of said Streamview Subdivision, North 89°34'30" West a distance of 633.02 feet to a point on the easterly line of Rockbridge Subdivision Phase 5 (according to the official plat thereof, filed in Book 93 of Plats, at Pages 11,093-11,097, records of Ada County, Idaho);

Thence following said easterly line, North 0°04'14" West a distance of 355.82 feet;

Thence leaving said easterly line, South 84°17'09" East a distance of 83.43 feet;

Thence South 69°36'58" East a distance of 85.11 feet;

Thence South 79°36'20" East a distance of 81.23 feet;

Thence South 89°34'30" East a distance of 289.25 feet;

Thence South 52°42'01" East a distance of 118.04 feet;

Thence South 82°34'02" East a distance of 43.40 feet;

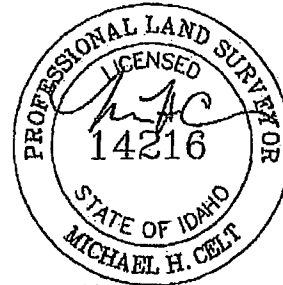
Thence South 7°25'58" West a distance of 93.73 feet to the POINT OF BEGINNING.



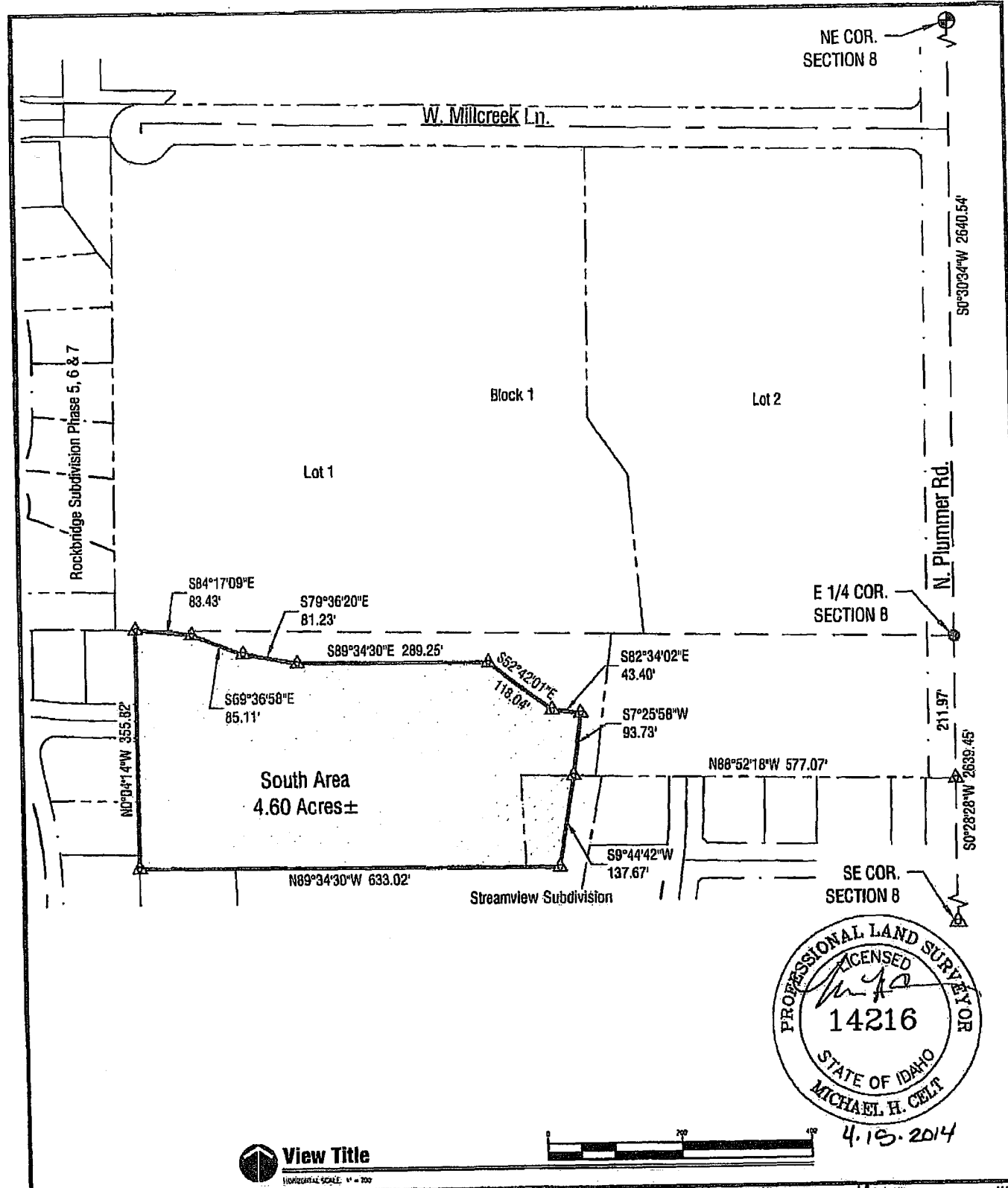
THE LAND GROUP, INC.

The above-described tract of land contains 4.60 acres more or less, subject to all existing easements and rights-of-way.

Prepared By: THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616



4.15.2014



4.15.2014



Date Plotted: Tuesday, April 15 2014 10:21:19 PM



THE LAND GROUP
INCORPORATED
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone 208.939.4041 - Fax 208.939.4445

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Sheet Title:
Exhibit B
Star 17 - South Area

Star Idaho

Project No.	114017
Date of Issuance:	4/15/2014
Designed by:	Star
Checked by:	MHC
Sheet No.	1 of 1

Exhibit "B-2"
Barrell Creek Tract

Exhibit "B-2"



THE LAND GROUP, INC.

April 15, 2014
Project No. 114017
Parcel Description
Star 17- North Area
4.71 Acres

Exhibit "A"

A tract of land being a portion of Lot 1, Block 1 of Stevens Subdivision (according to the official plat thereof, filed in Book 64 of Plats, at Pages 6,531-6,532, records of Ada County, Idaho) situated in the Southeast One Quarter of the Northeast One Quarter of Section 8, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho described as follows:

Commencing at the East One Quarter Corner of said Section 8, which bears South $0^{\circ}30'34''$ West a distance of 2,640.54 feet from the Northeast Corner of said Section 8, thence following the easterly line of the said Southeast One Quarter of the Northeast One Quarter, North $0^{\circ}30'34''$ East a distance of 758.52 feet to the centerline of West Millcreek Lane;

Thence leaving said easterly line and following said centerline, North $88^{\circ}52'37''$ West a distance of 551.08 feet;

Thence leaving said centerline, South $1^{\circ}07'23''$ West a distance of 30.00 feet to a point on the southerly right-of-way line of said West Millcreek Lane, said point being the POINT OF BEGINNING.

Thence leaving said southerly right-of-way line and following the easterly line of said Lot 1, Block 1 of Stevens Subdivision, South $0^{\circ}30'34''$ West a distance of 391.80 feet;

Thence leaving said easterly line, North $57^{\circ}52'14''$ West a distance of 104.22 feet;

Thence North $88^{\circ}52'44''$ West a distance of 84.00 feet;

Thence South $67^{\circ}22'53''$ West a distance of 121.93 feet;

Thence 126.09 feet along a circular curve to the right, said curve having a radius of 100.00 feet, a central angle of $72^{\circ}14'32''$, a chord bearing of North $76^{\circ}29'50''$ West, and a chord distance of 117.90 feet;

Thence North $37^{\circ}12'59''$ West a distance of 118.52 feet;

Thence North $46^{\circ}00'24''$ West a distance of 10.00 feet;

Thence North $43^{\circ}59'36''$ East a distance of 50.00 feet;

Thence 80.75 feet along a circular curve to the right, said curve having a radius of 50.00 feet, a central angle of $92^{\circ}31'56''$, a chord bearing of North $89^{\circ}44'26''$ West, and a chord distance of 72.26 feet;

Thence North $43^{\circ}28'28''$ West a distance of 64.74 feet;

Thence North $47^{\circ}13'13''$ West a distance of 73.03 feet;

Thence North $55^{\circ}44'01''$ West a distance of 65.16 feet;

Thence North $58^{\circ}55'47''$ West a distance of 51.18 feet to the easterly line of Rockbridge Subdivision Phase 6 (according to the official plat thereof, filed in Book 96 of Plats, at Pages 12,025-12,030, records of Ada County, Idaho);

Thence following said easterly line, North $0^{\circ}28'08''$ East a distance of 85.19 feet to a point

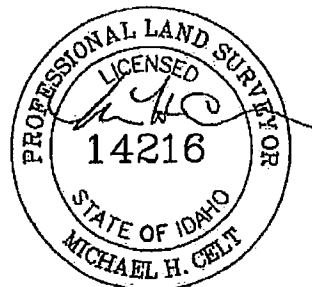


THE LAND GROUP, INC.

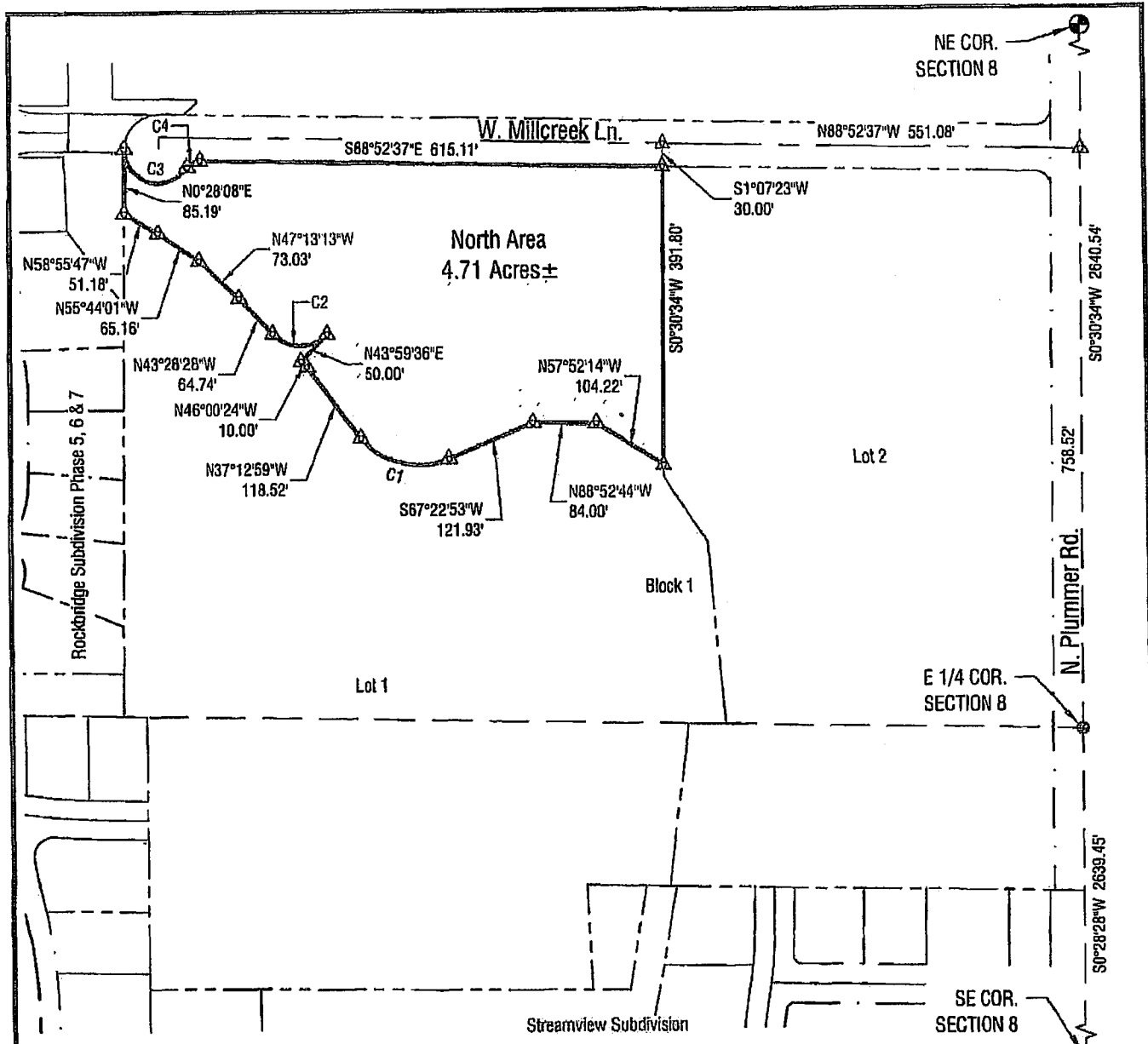
on the southerly right-of-way line of said West Millcreek Lane;
Thence leaving said easterly line and following said southerly right-of-way line, 115.20 feet along a circular curve to the left, said curve having a radius of 45.00 feet, a central angle of $146^{\circ}40'44''$, a chord bearing of South $72^{\circ}58'15''$ East, and a chord distance of 86.22 feet;
Thence following said southerly right-of-way line, 20.03 feet along a circular curve to the right, said curve having a radius of 20.00 feet, a central angle of $57^{\circ}23'37''$, a chord bearing of North $62^{\circ}26'01''$ East, and a chord distance of 19.21 feet;
Thence following said southerly right-of-way line, South $88^{\circ}52'37''$ East a distance of 615.12 feet to the POINT OF BEGINNING.

The above-described tract of land contains 4.71 acres more or less, subject to all existing easements and rights-of-way.

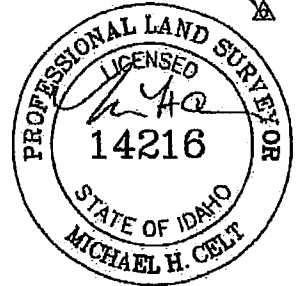
Prepared By: THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616



4-15-2014



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	126.09'	100.00'	72°14'32"	N76°29'50"W	117.90'
C2	80.75'	50.00'	92°31'58"	N89°44'26"W	72.28'
C3	115.20'	45.00'	146°40'44"	S72°58'15"E	86.22'
C4	20.03'	20.00'	57°23'37"	N62°26'01"E	19.21'



DATE PLOTTED: Thursday, April 15, 2014 10:02:05 AM

<p>THE LAND GROUP INCORPORATED 462 East Shore Drive, Suite 100 Eagle, Idaho 83616 Phone 208.939.4041 • Fax 208.939.4445</p> <p><small>This document and the information contained herein are the confidential and proprietary information of The Land Group, Inc. It is not to be used, copied, or disseminated in any manner without the prior written consent of The Land Group, Inc.</small></p>	<p>Sheet Title:</p> <p style="text-align: center;">Exhibit B Star 17 - North Area</p> <p>Star</p> <p style="text-align: right;">Idaho</p>	<p>Project No: 114017</p> <p>Date of Issuance: 4/15/2014</p> <p>Designed by: Staff</p> <p>Checked by: JHC</p> <p>Sheet No:</p> <p style="text-align: center; font-size: 2em;">1 of 1</p>
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Exhibit "B-3"
Witte Residence Tract



THE LAND GROUP, INC.

Thence following the northerly line of said Rockbridge Subdivision Phase 5, North 88°51'04" West a distance of 29.87 feet to a point on the easterly line of Rockbridge Subdivision Phase 6 (according to the official plat thereof, filed in Book 96 of Plats, at Pages 12,025-12,030, records of Ada County, Idaho);

Thence leaving said northerly line and following said easterly line, North 0°27'54" East a distance of 657.73 feet;

Thence leaving said easterly line, South 58°55'48" East a distance of 51.18 feet;

Thence South 55°44'01" East a distance of 65.16 feet;

Thence South 47°13'13" East a distance of 73.03 feet;

Thence South 43°28'28" East a distance of 64.74 feet;

Thence 80.75 feet along a circular curve to the left, said curve having a radius of 50.00 feet, a central angle of 92°31'56", a chord bearing of South 89°44'26" East, and a chord distance of 72.26 feet;

Thence South 43°59'36" West a distance of 50.00 feet;

Thence South 46°00'24" East a distance of 10.00 feet;

Thence South 37°12'59" East a distance of 118.52 feet;

Thence 126.09 feet along a circular curve to the left, said curve having a radius of 100.00 feet, a central angle of 72°14'32", a chord bearing of South 76°29'50" East, and a chord distance of 117.90 feet;

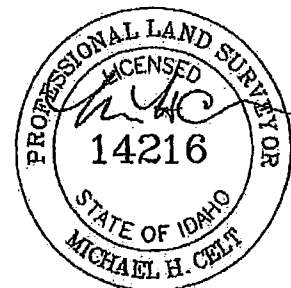
Thence North 67°22'53" East a distance of 121.93 feet;

Thence South 88°52'44" East a distance of 84.00 feet;

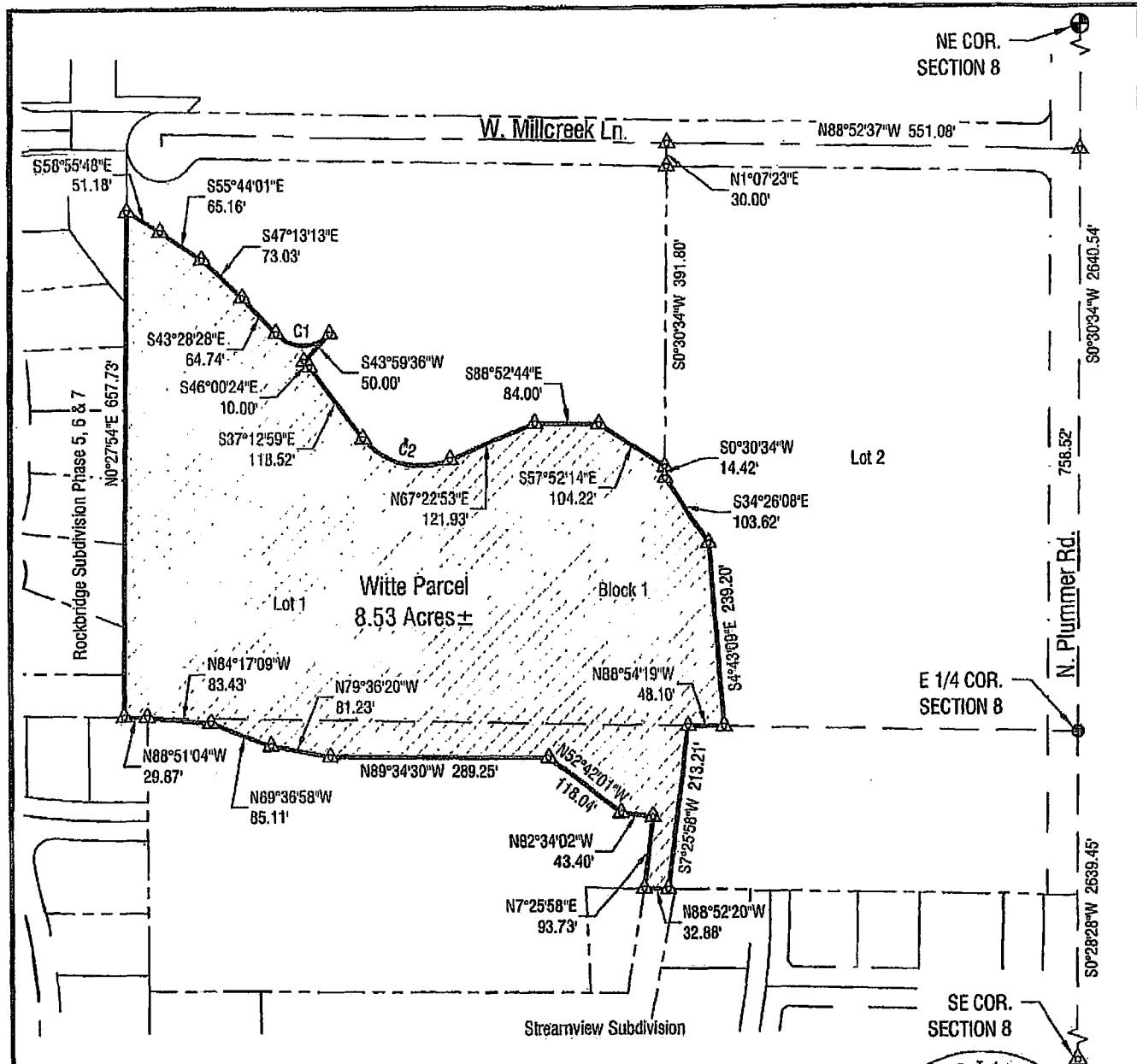
Thence South 57°52'14" East a distance of 104.22 feet to the POINT OF BEGINNING.

The above-described tract of land contains 8.53 acres more or less, subject to all existing easements and rights-of-way.

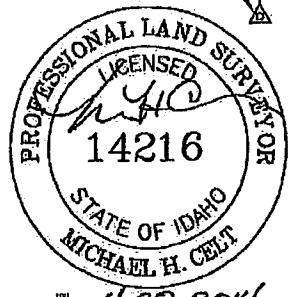
Prepared By: THE LAND GROUP, INC.
 462 E. SHORE DRIVE, SUITE 100
 EAGLE, IDAHO 83616



4.28.2014



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	80.75'	50.00'	92°31'56"	S89°44'26"E	72.25'
C2	126.09'	100.00'	72°14'32"	S76°29'50"E	117.90'



4-28-2014



HORIZONTAL SCALE: 1" = 200'



THE LAND GROUP
INCORPORATED
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Phone 208.939.4041 • Fax 208.939.4445

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Sheet Title

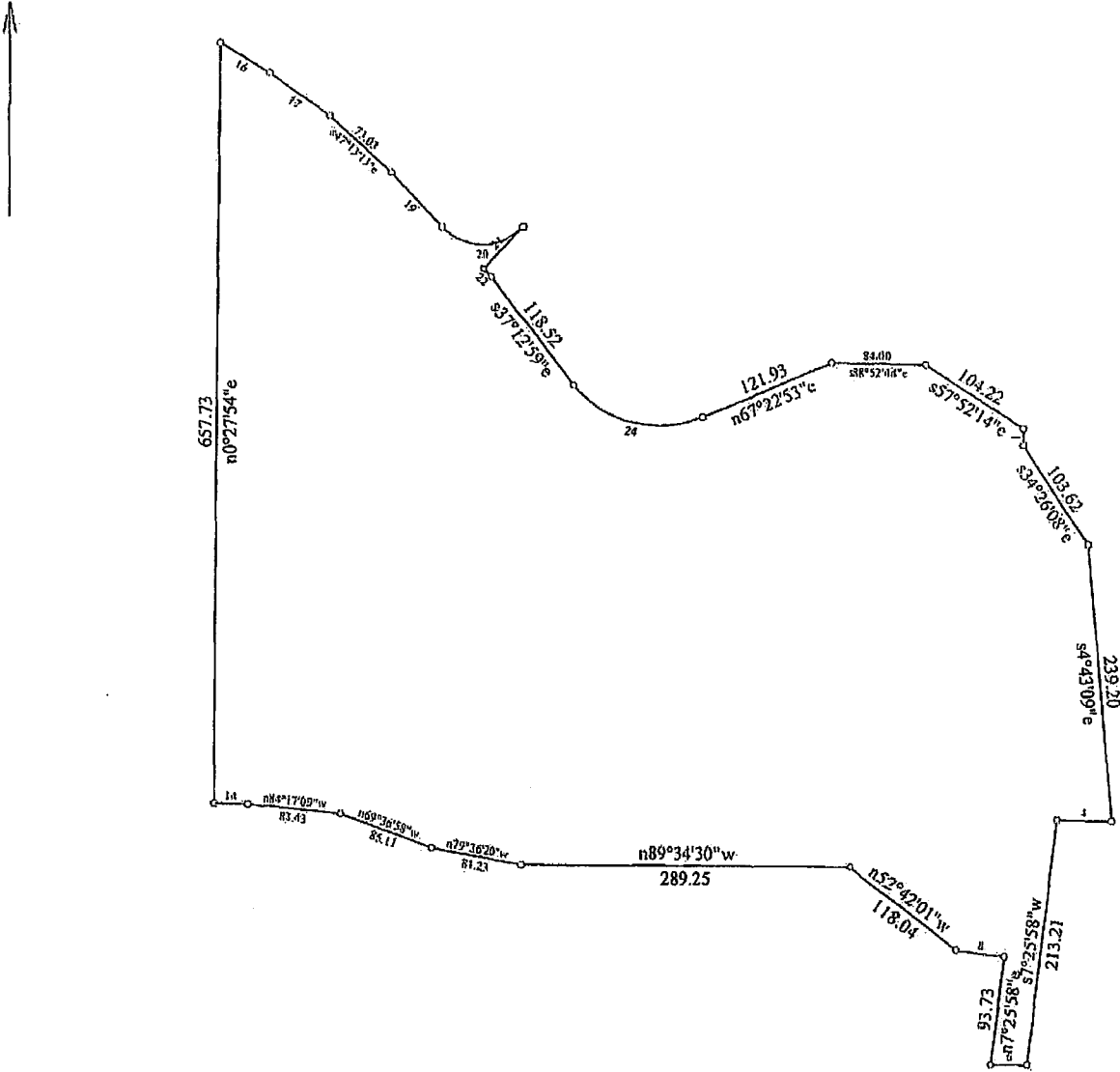
Exhibit B
Star 17 - Witte Parcel

Star

Idaho

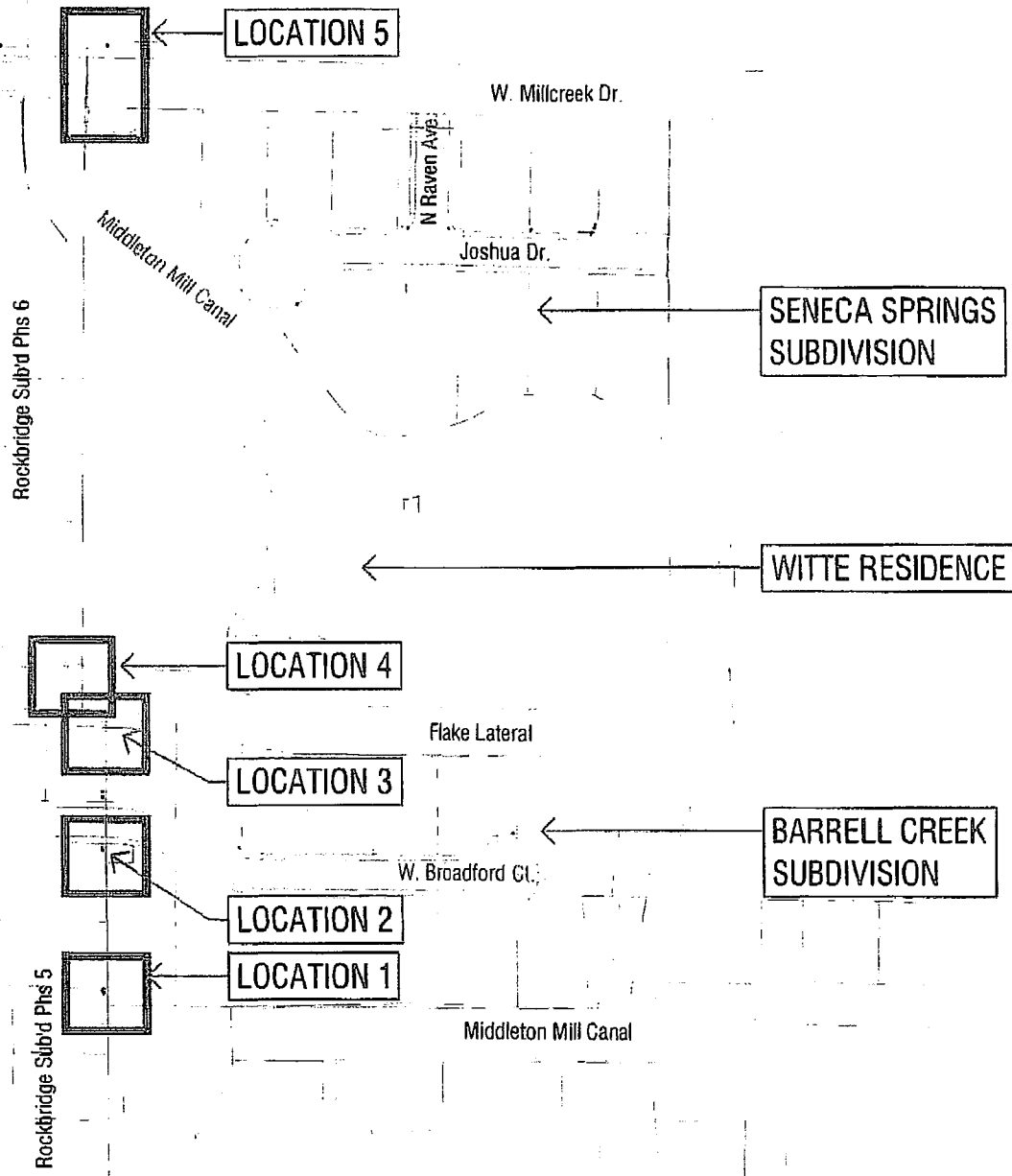
Project No.:	114017
Date of Issuance:	4/28/2014
Designed by:	Star
Checked by:	MHC
Sheet No.:	

1 of 1



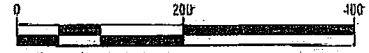
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006=n88.5220w 32.88	016=s58.5548e 51.18	026=s88.5244e 84.00
007=n7.2558e 93.73	017=s55.4401e 65.16	027=s57.5214e 104.22
008=n82.3402w 43.40	018=s47.1313e 73.03	
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Rockbridge Sub'd Phs 8



Overview Exhibit

HORIZONTAL SCALE: 1" = 200'



THE LAND GROUP
 INCORPORATED
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone 208.939.4041 • Fax 208.939.4445

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Sheet Title:

Overview Exhibit Pressure Irrigation Connections

Star

RSE

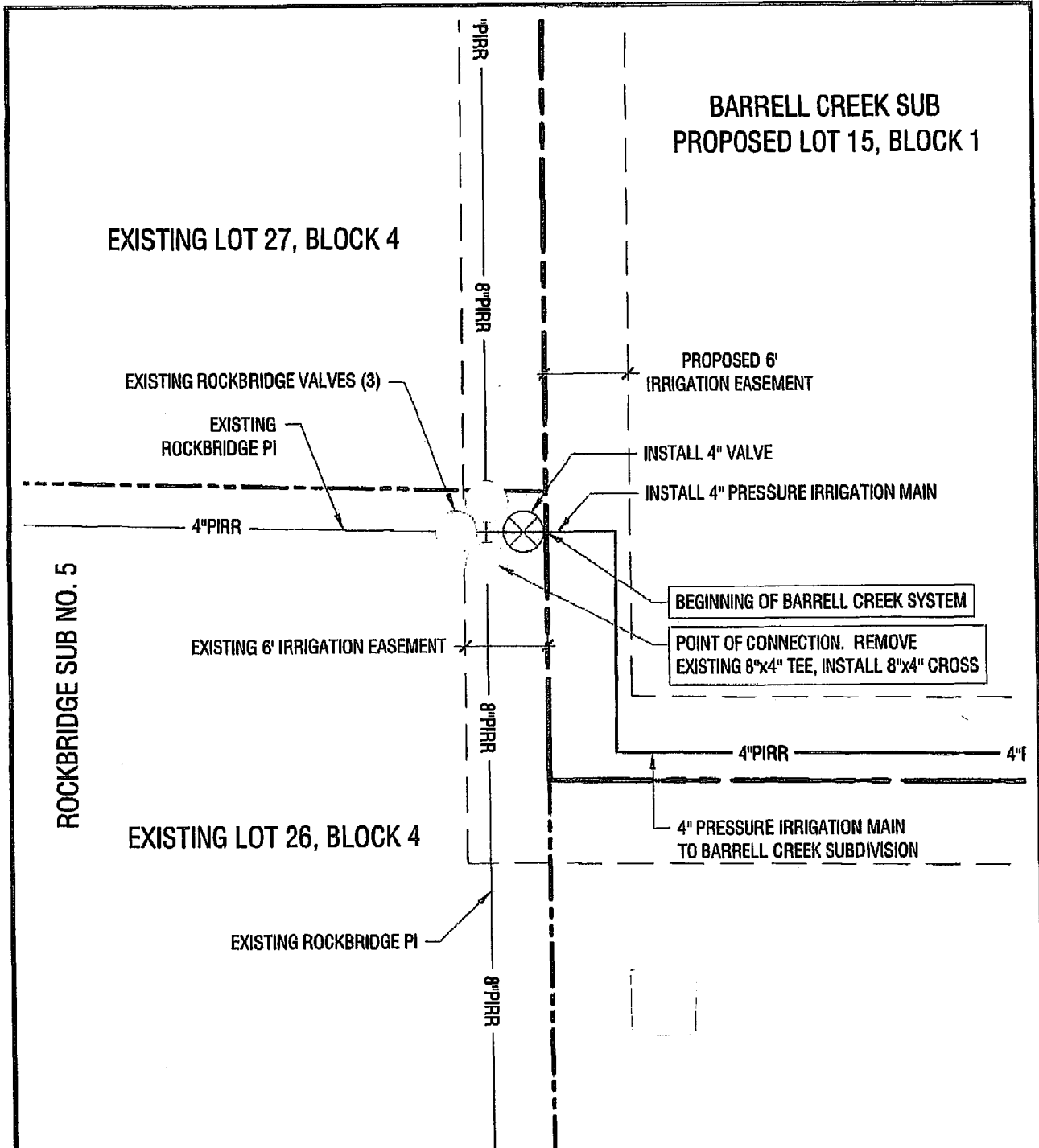
Idaho

Project No:	114017
Date of Issuance:	11-19-2015
Designed by:	TLG
Checked by:	JCD
Sheet No:	

C-0

File Location: c:\2014\114017\114017_Overview Exhibit.pptx
 Last Printed By: jason.danner
 Date Printed: Friday, November 13, 2015 at 01:11 PM

6/1/2016



Location 1 - Connection Exhibit

HORIZONTAL SCALE: 1" = 10'



File Location: g:\2011\4117\area\11407 - ex rockbridge-pl connections.dwg
 Last Plotted By: jackson.dennis
 Date Plotted: Tuesday, March 31, 2016 at 04:00 PM



THE LAND GROUP
 INCORPORATED
 462 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone 208.939.4041 - Fax 208.939.4445

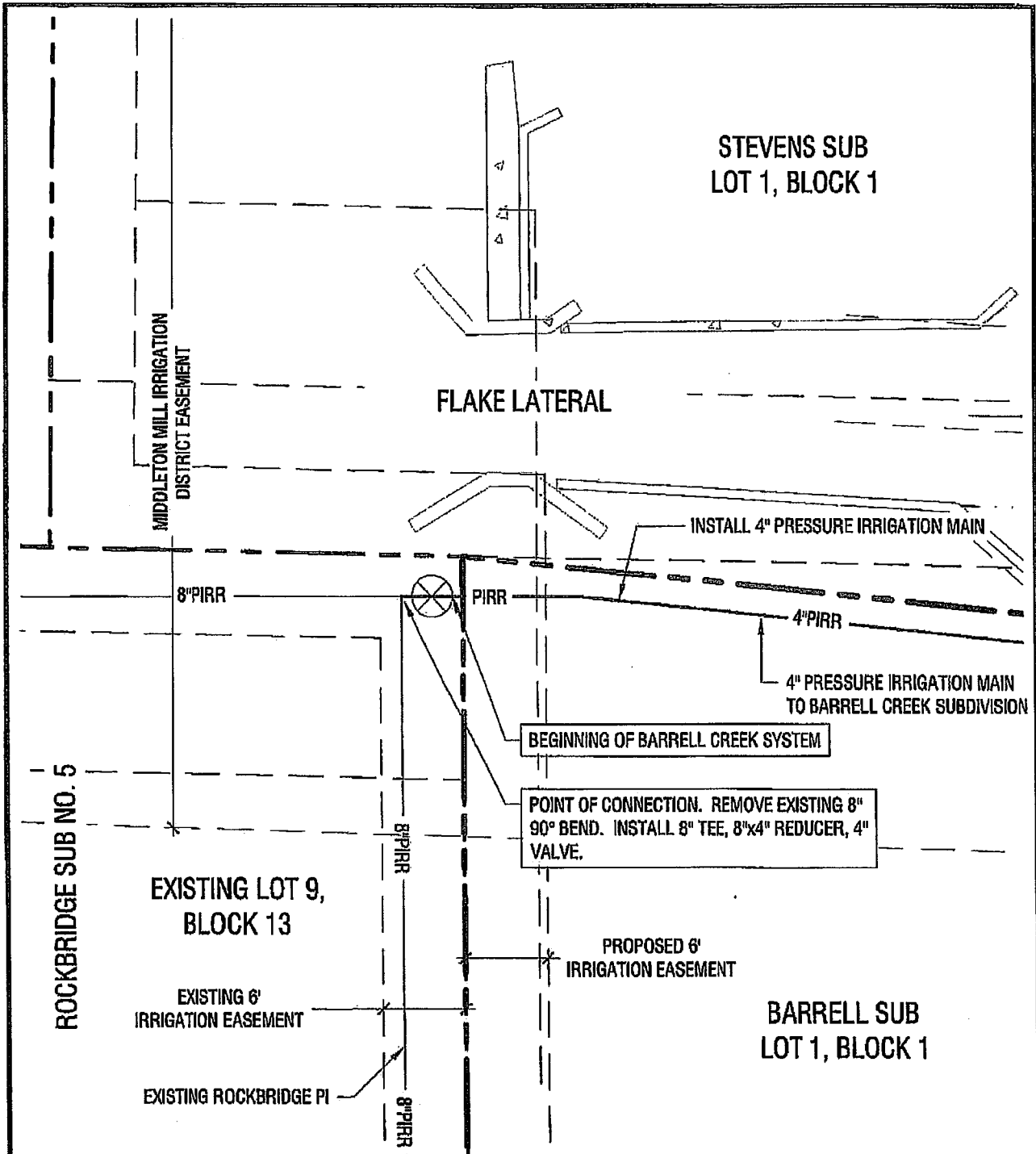
Sheet Title:
**Barrell Creek Subdivision
 Pressure Irrigation
 Connection Exhibit**

Star Idaho

Project No:	11407
Date of Issuance:	03-31-2016
Designed by:	BD
Checked by:	.D
Sheet No:	

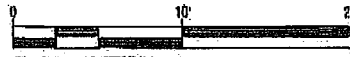
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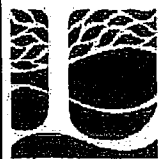


Location 3 - Connection Exhibit

HORIZONTAL SCALE: 1" = 10'



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 Last Plotted By: jason.danner
 Date Plotted: Thursday, March 31, 2016 at 04:11 PM



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 INCORPORATED
 482 East Shore Drive, Suite 100
 Eagle, Idaho 83616
 Phone 208.838.4041 • Fax 208.838.4446

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Sheet Title:

Barrell Creek Subdivision Pressure Irrigation Connection Exhibit

Star

Idaho

Project No.:	114017
Date of Issuance:	11-18-2015
Designed by:	UD
Checked by:	JG
Sheet No.:	

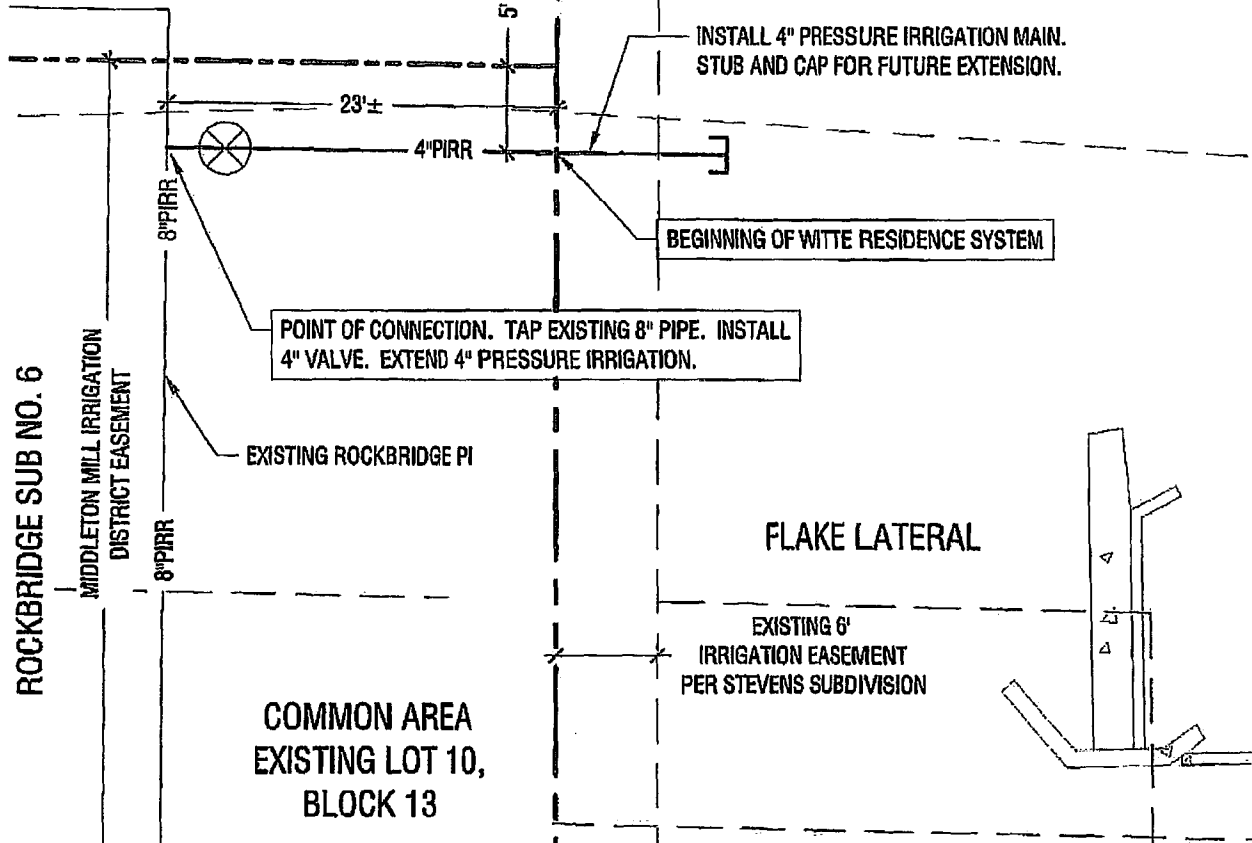
C-3

RSG 6-1-16

ROCKBRIDGE SUBDIVISION NO. 6

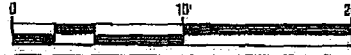
EXISTING LOT 18, BLOCK 13

STEVENS SUB
LOT 1, BLOCK 1



Location 4 - Connection Exhibit

HORIZONTAL SCALE: 1" = 10'



File Location: c:\2014\114017\cadd\114017 ex 4\connection 4.rvt
 User: Patrick Peterson
 Date Plotted: Thursday, March 31 2016 at 04:13 PM



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Sheet Title:

Witte Residence Pressure Irrigation Connection Exhibit

Star

Idaho

Project No.:	114017
Date of Issuance:	11-13-2015
Designed by:	BD
Checked by:	JD
Sheet No.:	

C-4

PS 6-1-16

ROCKBRIDGE SUB NO. 7

MIDDLETON MILL CANAL
LOT 33, BLOCK 20
COMMON AREA

EXISTING ROCKBRIDGE PI

POINT OF CONNECTION. INTERCEPT EXISTING IRRIGATION MAIN AND 8"x6" TEE WITH 6" VALVE.

8"PIRR

8"PIRR

R/W

W MILLCREEK LN

R/W

W. MILLCREEK LN
(STEVENS SUBDIVISION
LOT 3, BLOCK 1)

6" PRESSURE IRRIGATION MAIN TO SENECA SPRINGS SUBDIVISION. SLEEVE ROAD CROSSING PER ACHD REQUIREMENTS.

4"PIRR

BEGINNING OF SENECA SPRINGS SYSTEM AT PROPERTY LINE

ROCKBRIDGE SUB NO. 6

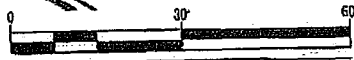
MIDDLETON MILL CANAL
LOT 26, BLOCK 13
COMMON AREA

SENECA SPRINGS SUB'D
PROPOSED LOT 1, BLOCK 1



Location 5 - Connection Exhibit

HORIZONTAL SCALE: 1" = 30'



File Location: c:\2016\14017\plan\14017_astrodd\ppl_connections.dwg
User: astrodd
Date Plotted: Thursday, March 31, 2016 at 05:14 PM



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Sheet Title:

Seneca Springs Subdivision Pressure Irrigation Connection Exhibit

Star

Idaho

Project No:	14017
Date of Issuance:	03-31-2016
Designed by:	RD
Checked by:	JG
Sheet No:	

C-5

RSB 6-1-16