



# STILLWATER

**MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS  
FOR  
STILLWATER SUBDIVISION**

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List of Exhibits:

- Exhibit 1 - Legal Description of Property**
- Exhibit 2 - Depiction of Property and Designated Areas in Project**
- Exhibit 3 – Final Plat Showing Stillwater Subdivision**
- Exhibit 4 – Landscape Maintenance Easement**

**MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STILLWATER SUBDIVISION**

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This *Master Declaration of Covenants, Conditions and Restrictions for Stillwater Subdivision* (hereinafter referred to as the "Master Declaration") is made effective as of the 21<sup>st</sup> day of January, 2020, by **Stillwater Development Partners, LLC** an Idaho limited liability company (the "Declarant") and is consented to by **RSI Construction, LLC**, an Idaho limited liability company (collectively the "Consentor"). Capitalized terms and phrases used in these Recitals are defined in ARTICLE 2 below.

**ARTICLE 1. RECITALS**

A. Declarant owns and has developed certain subdivided real property located in Ada County, State of Idaho, designated the *Stillwater Subdivision* (the "Project"), the legal descriptions of which are set forth in the attached Exhibit 1 and depicted in the attached Exhibit 2. The Consentor, as that term is defined below, have acquired lots within the Project from Declarant. All platted lots shall be referred to hereafter collectively as the "Lots" or individually as a "Lot." Each Lot is also depicted on the *Plat of Stillwater Subdivision No. 1*, a subdivision plat, attached hereto as Exhibit 3, and identified in this Master Declaration by such lot and block numbers used thereon. The real property, including the Lots identified and depicted in the attached Exhibit 1, Exhibit 2, and Exhibit 3 are all collectively referred to as the "Property."

B. Declarant, together with the Consentor, have determined that it is in the best interest of the Project to be subject to a covenants, conditions, and restrictions on the use and design of the Property, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Declarant has also determined that it is in the best interest of the Project to create certain easements for ingress, egress, utilities and other matters, with respect to the common use, maintenance and repair of the Common Areas, for the benefit of the Owners and to compliment the foregoing purposes.

NOW, THEREFORE, Declarant does hereby establish and declare that Property and every portion thereof shall be owned, held, conveyed, transferred, divided, sold, leased, rented, encumbered, developed, improved, maintained, repaired, occupied and used subject to the covenants, conditions, restrictions, easements, rights, rights-of-way, liens, charges and other protective and beneficial provisions set forth in this Master Declaration, all of which (i) are declared and agreed to be in furtherance of a general plan for the protection, preservation, maintenance, platting, subdivision, improvement and sale of the Project and to enhance the value, desirability and attractiveness of the Project as an integrated, first class, master planned mixed use project consisting of high quality commercial and residential (multi-family and/or single family) components; (ii) are mutual beneficial and equitable servitudes in favor of and for the mutual use and benefit of each Owner; and (iii) are hereby expressly declared to be binding upon the Property and each portion thereof and shall run with the land and each and every part thereof, inure to the benefit of and be a burden upon the Property and each portion thereof and shall bind the respective heirs, successors and assigns of each Owner. Upon recordation of this Master Declaration, any conveyance, transfer, sale, hypothecation, assignment, lease or sublease made by any Owner, shall be and hereby is deemed to incorporate by reference the provisions of this Master Declaration, as the same may from time to time be amended.

## ARTICLE 2. DEFINITIONS

The following definitions are used in this Master Declaration. Whenever the context so requires, if necessary, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**Section 2.1. Access Areas** means all areas within the Project used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any portion of a Lot on which a Building is located at any time or from time to time.

**Section 2.2. ACHD** shall mean and refer to the Ada County Highway District.

**Section 2.3. Annexed Property** shall have the meaning ascribed to it in Section 11.5. below.

**Section 2.4. Approving Owner** shall mean and refer to the Declarant, or its successors or assigns who are specifically granted the Declarant's right to exercise the duties, obligations, rights and powers authorized by this Master Declaration or Supplemental Declaration on behalf of Owners of an Unincorporated Local Association.

**Section 2.5. Articles** shall mean the Articles of Incorporation or other organizational or charter documents of an Association, as the same may be amended or revised from time to time.

**Section 2.6. Area** shall mean and refer to a defined portion of the Property subject to this Master Declaration that has been designated in a Supplemental Declaration as such "Area", or in another recorded instrument. Each Area shall contain two or more Lots and may, in Developer's discretion, be governed by either an Incorporated Local Association or Unincorporated Local Association.

**Section 2.7. Association** shall refer to the Master Association and any Local Association, incorporated or unincorporated.

**Section 2.8. Assessment** shall mean and refer to a Regular, Special or Limited Assessment levied by the Master Association in accordance with ARTICLE 9 below.

**Section 2.9. Board** shall mean and refer to the board of directors of an Association.

**Section 2.10. Building** shall mean an enclosed structure with exterior walls, floor and roof, and that is placed, constructed or located on the Property, including appurtenances and Improvements.

**Section 2.11. Bylaws** shall mean and refer to the Bylaws of an Association, as the same may be amended or revised from time to time, and those resolutions and/or authorized corporate actions of an Association.

**Section 2.12. Class B Member Termination Date** shall mean the later of the following: (i) Declarant owns no Lot, or portion thereof, or any other portion of the Property; or (ii) the Transition Date.



**Section 2.13. Commercial Lot(s)** shall mean and refer to one or more of the following described Lots: Lots 2-6, Block 6 of the Property.

**Section 2.14. Common Area** shall mean and refer to Lots or other portions of the Property: (i) identified as “Common Lots” or otherwise on a Plat; (ii) designated as “Common Area” by this Master Declaration or by Supplemental Declaration or reserved in another instrument recorded in the official records of Ada County, Idaho; and (iii) all of those other areas which are not occupied by a Building or other structure or which cannot under the terms of a Declaration be used as a Building, including without limitation, Access Areas, Drainage Areas, Landscaping Areas and Parking Areas.

**Section 2.15. Corporate Documents** means the Articles and Bylaws of the Master Association or an Incorporated Local Association.

**Section 2.16. Development Agreement** shall mean the *Amended and Restated Development Agreement* recorded in the Ada County Recorder’s Office on November 21, 2016, as Instrument No. 2016-112984.

**Section 2.17. Delegate** shall mean any Person identified under ARTICLE 8 below, appointed or elected by a Local Association to represent the interests of such Members within an Area as a Class C Member of the Master Association after the Class B Member Termination Date.

**Section 2.18. Drainage Areas** means all areas within the Project used at any time and from time to time as part of the Storm Water Drainage System defined in ARTICLE 6 below, or any facilities that are constructed as part of a drainage system serving multiple Lots.

**Section 2.19. Government Requirements** mean all laws, ordinances, statutes, rules, regulations or other similar requirements with respect to a specified matter promulgated by Local Government.

**Section 2.20. Improvement(s)** shall mean and include every structure, facility, system or object and all appurtenances thereto of every kind and type and other physical changes upon, over, across, above or under the Property, whether permanent or temporary. This definition shall include, but is not limited to the following: Buildings, outbuildings, roads, parking facilities and structures, drive isles, landscaping and landscaping improvements, living or dead vegetation, rocks, ditches, exterior lighting, signs, canopies, awnings, fences, patios, curbs, walkways, sidewalks, pathways, shelters, screening walls, construction trailers and other temporary construction outbuildings, benches, plantings, exterior appliances, antennas, satellite dishes and other communications equipment including fiber optic cables, and other pumps, wells, tanks, ponds, Waterways, ditches, pipes, lines, meters, towers, recreational facilities, grading, road construction and any other new exterior construction or exterior improvement which may not be included in the foregoing, or subsequently added or repaired.

**Section 2.21. Irrigation System** means those facilities and systems for the transmission of pressurized irrigation constructed for the Project, including but not limited to water mains, pump house, pipe delivery systems, electrical conduit or systems, ponds, ditches, and/or other landscape watering services maintained and operated pursuant to Section 3.4.1. below.

**Section 2.22. Limited Assessment** shall mean and refer to an Assessment upon one or more Lot(s), but not upon all Lots, for the purpose of obtaining payment by the Member(s) thereof to correct

a condition or violation which a Member has failed to cure or for the purpose of paying costs and expenses benefiting less than all Members, and as further defined in Section 9.4. below.

**Section 2.23. Local Association** shall mean and refer to an Incorporated Local Association or Unincorporated Local Association, created in which only the Owners within a particular Area are Members.

**2.23.1. *Incorporated Local Association*** shall mean and refer to any non-profit corporation organized by Declarant, under the laws of the State of Idaho, and by Supplemental Declaration, to manage an Area.

**2.23.2. *Unincorporated Local Association*** shall mean and refer to Owners of Lots within an Area managed by an Approving Owner.

**Section 2.24. Local Government** mean all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a specified matter.

**Section 2.25. Lot(s)** shall mean and refer to any divided lot or parcel within the Property depicted on a recorded subdivision plat, which may be independently owned and conveyed and is zoned or otherwise intended for development, use and occupancy and which is subject to this Master Declaration. The term "Lot" refers to the land, if any, that is part of the Lot, as well as to any Building or other Improvements located on or comprising the Lot.

**Section 2.26. Master Association** shall mean and refer to the "Stillwater Property Owner's Association, Inc." formed under the laws of the State of Idaho as a general non-profit corporation.

**Section 2.27. Member** shall mean and refer to each Person holding a membership in the Master Association or an Incorporated Local Association (as the context indicates), including Declarant.

**Section 2.28. Mortgagee** shall mean the holder of a deed of trust or other hypothecation of land encumbering a Lot, or the beneficiary under a deed of trust, including any assignee(s) thereof.

**Section 2.29. Occupant** shall mean any Person who holds less than a fee simple interest, who has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building on a Lot, whether or not such right is exercised, including heirs, personal representatives, successors and assigns, but excluding those Persons having any such interest merely as security for the payment of a debt or the performance of an obligation.

**Section 2.30. Owner** shall mean and refer to a Person holding fee simple title to a Lot, or their Occupant, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise. If a Lot is owned by multiple parties ("Multiple Owners"), the Multiple Owners shall designate in writing one of the Multiple Owners ("Designated Owner") with the sole right to act for and bind all of the Multiple Owners of such Parcel, and the other Owners may rely on any consent, approval or decision made by the Designated Owner on behalf of the Multiple Owners.

**Section 2.31. Parking Areas** means the areas on any Lot that are used at any time and from time to time for parking, which shall, in all events, contain at least such number of parking stalls as may be required by Local Government to provide for parking for the Buildings and other Improvements located on the Lot.

**Section 2.32. Person** shall mean any individual, limited liability company, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business type or legally recognized entity.

**Section 2.33. Plat** shall mean a final subdivision plat covering the Property, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

**Section 2.34. Professional Property Manager** shall mean an experienced professional full-scale management service, with a business entity registered and in good standing with the state of Idaho, complete with a brick and mortar office, business phone line, website, and online access.

**Section 2.35. Project** shall have the meaning ascribed to it in Article 1 of this Master Declaration.

**Section 2.36. Project Documents** shall mean and refer to the documents creating and governing the Property or the Project, including the Development Agreement, this Master Declaration, any Supplemental Declaration, any recorded Plat and easements and/or other terms and restrictions identified or referenced therein, applicable Corporate Documents and Rules and Regulations.

**Section 2.37. Property** shall have the meaning ascribed to it in Article 1 of this Master Declaration and any additional property hereafter made subject to this Master Declaration.

**Section 2.38. Regular Assessment** shall mean and refer to an Assessment levied by the Master Association for, among other things, the payment of the regular expenses and the maintenance and operation of Common Area, and as further defined in Section 9.2. below.

**Section 2.39. Rules and Regulations** shall mean and refer to: (i) policies, rules, and regulations adopted, amended, repealed and promulgated from time to time by an Association or the designee of such Association (as the context indicates) or any of its committees; or (ii) any Government Requirement of Local Government, that govern the affirmative or prohibitive conduct of Owners upon and/or their use of, the Property, or any portion thereof, or any other property or conduct that is the subject of the Project Documents. .

**Section 2.40. Special Assessment** shall mean and refer to an Assessment levied by the Master Association to, among other things, defray the cost of construction or reconstruction of Common Area, or improvements thereon, or to cure a deficit in Regular Assessments, and as further defined in Section 9.3. below.

**Section 2.41. Supplemental Declaration** shall mean the additional or different covenants, conditions, easements and restrictions relating to the Property, or any portion thereof and recorded in the official records of Ada County, Idaho that: (i) designate certain Lots or other portion of the Property as an "Area"; (ii) attach the Site Plan for each Lot in such Area; (iii) impose additional or modified restrictions, covenants or obligations applicable to such Area, as permitted pursuant to this Master

Declaration; (iv) annex any Annexed Property to this Master Declaration; or (v) de-annex any portion of the Project

**Section 2.42. Transition Date** shall mean the date that Declarant, at its election, releases control of an Incorporated Local Association to its Members.

**Section 2.43. Waterways** shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

### ARTICLE 3. THE MASTER ASSOCIATION

**Section 3.1. Organization and Purpose of Master Association.** Declarant shall organize the Master Association, which shall be registered and organized as a nonprofit corporation under the laws of the State of Idaho. The Master Association shall be charged with the duties and vested with the powers prescribed by the Project Documents and otherwise set forth herein. The Corporate Documents shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

**Section 3.2. Membership in Master Association.** The Master Association shall have three (3) classes of membership:

***3.2.1. Class A Members.*** The Class A Members shall consist of the Delegates appointed by a each Local Association or Approving Owner pursuant to ARTICLE 8 below. Class A Members must also be Class C Members.

***3.2.2. Class B Member.*** Declarant shall be the Class B Member, and shall, notwithstanding anything in this Master Declaration or any Supplemental Declaration or Corporate Documents to the contrary, be entitled to vote the collective voting power of the Master Association until the Class B Member Termination Date, at time, there shall be no Class B Member.

***3.2.3. Class C Members.*** The Class C Members shall be all Owners after the Class B Member Termination Date. Class C Members shall not be entitled to vote in the Master Association.

**Section 3.3. Management of Master Association.** The affairs of the Master Association shall be carried out and otherwise conducted by a Board in accordance with its Corporate Documents. The Class B Member shall have the exclusive right to control the Board of the Master Association and/or otherwise manage and conduct its affairs, in the Class B Member's sole and absolute discretion, until the Class B Member Termination Date. Thereafter, the Board shall consist of all Class A Members. All agreements and determinations lawfully made by the Master Association shall be deemed to be binding on all Owners.

**Section 3.4. Duties of Master Association.** The Master Association, shall, consistent with its obligations under the Project Documents, have the obligation to perform each of the following:

***3.4.1. Operate Irrigation System.*** To control the use and operation of the Irrigation System and all Waterways. The Master Association shall own, operate and maintain the

Irrigation System. The charges associated with the amount of irrigation water supplied to the various Lots under the Irrigation System are a component of the Assessments levied by the Master Association and shall be levied as an Assessment against each Lot on a basis established by Declarant, in its discretion, in association with the Irrigation System and the amount of irrigation water supplied thereunder. **Owner acknowledges that water from the Irrigation System is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants and chemicals that can be hazardous to health. Drinking the water from the Irrigation System will likely result in sickness, and in some cases, death or permanent disability.**

**3.4.2. Maintain Eagle Sewer Maintenance Easement Area.** To manage and maintain the "Landscape Maintenance Easement" depicted and legally described in the document attached as 4.

**3.4.3. Maintain Public Easements.** To maintain, operate, manage and repair all easements dedicated to the public, as shown on any Plat or in any of the other Project Documents.

**3.4.4. Maintain Public Right-of-Way.** To own, maintain, improve, operate, repair and replace any facilities and Improvements, including, without limitation, drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, the asphalt pathway abutting the Property, and landscaping or landscaping improvements located in any public rights-of-way which the Master Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace pursuant to any Plat, or any license, easement or other agreement.

**3.4.5. Control Water Rights.** To own, hold and/or manage for the benefit of the Project all water rights and rights to receive water held by the Master Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise.

**3.4.6. Regulate and Maintain Signs.** To maintain, repair and replace all permanent entry and special identification signs.

**3.4.7. Storm Water Drainage System.** To maintain the Storm Water Drainage System in accordance with ARTICLE 6 below.

**Section 3.5. Powers of the Master Association.** Additionally, the Master Association shall have all the powers to do any and all lawful things which may be authorized, required or permitted to be done, and to perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management, maintenance and operation of the Common Area and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

**3.5.1. Levy Assessments.** To levy Assessments hereof on any Owner and to compel payment of such Assessments.

**3.5.2. Enforce Covenants and Restrictions.** To, from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents and to enforce by mandatory injunction or otherwise, all provisions thereof.

**3.5.3. Exercise Emergency Powers.** To enter upon any portion of the Property (but not inside any Building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction. Such entry shall be made with as little inconvenience to the Owner as practicable.

**3.5.4. Represent Owners in Eminent Domain Proceedings.** In the event of a threatened taking or condemnation of all or a portion of the Common Area, to represent all Owners in connection with such proceedings and act in its discretion with respect to any awards being made in connection with the taking or condemnation and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging a condemnation action. Any awards received on account of the taking or condemnation of Common Area shall be utilized to offset future Assessments.

**3.5.5. Establish Reserve Accounts.** To establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

**3.5.6. Perform Other Powers Generally.** To perform such other acts and exercise such powers, whether or not expressly authorized, as may be reasonably advisable or necessary to carry out its duties and obligations, including the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein, it being the intent under this Master Declaration that the Master Association have broad power and authority to carry out its powers and duties.

**Section 3.6. Restrictions on Power to Delegate.** The Master Association will be "manager-managed" rather than member-managed due to the complexities of the mixed-use Property and the diversity of property types. Accordingly, the Master Association shall delegate the obligations, rights and powers to the Professional Property Manager.

**Section 3.7. Delegation of Duties and Powers.** Until the Class B Member Termination Date, the Master Association, shall have the exclusive right and power to create and irrevocably, conditionally, or temporarily delegate its duties, obligations, rights and powers identified in Section 3.5. above, in whole or in part, by Supplemental Declaration, to a Local Association or Professional Property Manager.

**Section 3.8. Liability of Master Association.** The Declarant, Board, and officers of a the Master Association, including all agents and employees of the same, shall not be personally liable to any Owner, Member, or to any other Person, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the same; provided that such Person acted in good faith and without intentional misconduct.

**Section 3.9. Transfer of Membership in Master Association.** Membership in the Master Association shall be appurtenant to and inseparable from the Lot owned by such Owner and shall not be assigned, transferred, pledged or alienated in any way except upon the transfer of title to the transferee. Any attempt to make a prohibited transfer of membership shall be void and shall not be reflected in its books.

## ARTICLE 4. USES AND RESTRICTIONS

**Section 4.1. Uses Generally.** All Lots shall be used exclusively for those uses permitted under the Project Documents. No portion of the Property shall be used inconsistently with any of the Project Documents.

**Section 4.2. Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots and no odors shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its Occupants, or to any other property in the vicinity thereof or to its occupants or residents. No exterior fires, obstructions of pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its Owners or to other property in the vicinity or to its occupants or residents, or in violation of any federal, state or local law, rule, regulation or ordinance of Local Government. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. No portion of the Property shall unreasonably interfere with the quiet enjoyment of other Owners by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electromechanical or electromagnetic disturbances, radiation, air or water pollution or which may be hazardous by reason of fire, explosion or microwave radiation. No portion of the Property may be used in a manner which may result in the unlawful discharge of toxic materials into or upon the Property.

**Section 4.3. Parking.** No parking shall be allowed on any portion of the Property except as permitted by the Project Documents. There shall be sufficient parking associated with the development of the Property to comply with the parking standards established by the Project Documents, including Local Government.

**Section 4.4. Drainage.** There shall be no alteration of or interference with the established grading or drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by Declarant and ACHD. For purposes of this Master Declaration, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown or described on any grading or drainage plan approved by Declarant and ACHD, which may include drainage from Common Area over any Lot in the Property.

**Section 4.5. Subdivision.** No portion of the Property, including individual Lots, shall be further subdivided except in accordance with applicable law.

**Section 4.6. Underground Utilities.** All electrical, cable, telephone and other utilities servicing any portion of the Property shall be installed underground. Notwithstanding the foregoing, in the event Declarant is unable to obtain the necessary consents, permits and agreements to install utilities underground, the electrical, cable, telephone and other utilities now or hereafter installed by Declarant may be installed above ground.

**Section 4.7. Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

**Section 4.8. Insurance Rates.** Nothing shall be done or kept on the Property or any Lot that will increase the rate of, or result in the cancellation of, any insurance on any other portion of the Property without the prior written approval of the Owner of such other portion, or which would be in violation of any law.

**Section 4.9. Mobile Homes and Temporary Structures.** No house trailer, mobile home, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

**Section 4.10. Street Trees.** Trees are required to be installed and maintained along the street frontage as specified in the Project Documents and approved by the City of Eagle (DR-11-16). Cost of installation, repair, maintenance, and/or replacement of a street tree is the sole responsibility of the Owner of a Lot in which a tree is located or supposed to be located. Any street tree located within 18” of a property line; costs related to the tree are shared equally between the Owners of each adjacent lot.

**Section 4.11. Government Contracts.** Until such time as Declarant no longer owns any portion of the Property, no Owner may take any action which attempts to amend or otherwise interfere with any agreement between Declarant and Local Government except as expressly approved in writing by Declarant.

**Section 4.12. Septic and Sewage.** No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot. Each Owner shall connect the appropriate facilities on such Owner’s Lot to the City of Eagle sewer system and pay all charges assessed thereon.

**Section 4.13. Storage of Hazardous Materials.** No Owner may store any underground storage tanks, petroleum and petroleum products, asbestos, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or other materials as defined or regulated under any federal, state or local environmental laws on the Property.

**Section 4.14. Greenbelt.** The Ada County greenbelt running through portions of the Property is subject to the rules and regulations of (and is under the jurisdiction and control of) Ada County, Idaho, and each Owner agrees to comply with rules and regulations and/or laws of the City of Eagle applicable to the use of such property.

**Section 4.15. Owner’s Insurance.** Each Owner shall keep and maintain their own liability insurance coverage with respect to its Lot as well as all insurance relating to its personal property and personal liability. Each insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier’s coverage for liability arising under insurance policies which the Master Association obtains pursuant to this Master Declaration. All such insurance obtained by an Owner shall waive the insurance company’s right of subrogation against the Master Association, the other Owners, and the servants, agents and guests of any of them. If any Improvement located on an Owner’s Lot is destroyed by any casualty, the Owner of such Lot shall promptly restore such Improvement, at such Owner’s cost, to its original condition.

## ARTICLE 5. EASEMENTS

**Section 5.1. Easements of Record or in Use.** The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to all other easements now or hereafter of record or in use.



**Section 5.2. Easements of Encroachment.** Each Owner, as grantor, hereby grants to all Owners a reciprocal appurtenant easement of encroachment as between each Lot and such portion or portions of Common Area adjacent thereto, or as between adjacent Lots, due to the unwilful placement or settling or shifting of the Improvements, including structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Master Declaration. An easement of encroachment shall be valid only so long as the encroachment exists, and the rights and obligations of Owners shall not be altered in any way because of encroachments, or the settling or shifting of the Improvements; provided, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event an Improvement on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the destruction may be reconstructed.

**Section 5.3. Easements of Access.** Each Owner, as grantor, hereby grants to all Owners, for the benefit of all the Property, reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots and Common Area (provided that such drainage is in accordance with an established drainage pattern), and for necessary maintenance and repair of any Improvement, including fencing, retaining walls, lighting facilities, sidewalk abutments, trees and landscaping.

**Section 5.4. Sanitary Sewer Easements.** There is hereby granted to the City of Eagle a perpetual non-exclusive easement for the purpose of maintaining, repairing or replacing those portions of the sanitary sewer system which run on, over, across, under and through the Property or any portion thereof. Any damage sustained to Improvements on the Property or any portion thereof as a result of the legitimate use of the easement area shall be the obligation of the Master Association (subject to a Special Assessment or Limited Assessment), unless otherwise set forth in a written agreement with the City of Eagle.

**Section 5.5. Utility Easements.** Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted by Declarant or any Owner for the installation and maintenance of utility systems and drainage facilities that are required for the development of the Property. In addition, there is hereby reserved by and granted to Declarant the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

**Section 5.6. Rights and Duties Concerning Utility Easements.** Wherever utility connections are installed within the Property, which connections or any portions thereof lie in or upon any Lot owned by an Owner other than the Owner of the Lot served by the connections, each Owner of a Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Lot or to have their agent enter upon any Lot, in or upon which said connections or any portion thereof lie, but not inside a Building, to repair, replace and generally maintain the connections as and when it may be necessary; and whenever utility connections are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

**Section 5.7. Declarant's Rights Incident to Construction.** There is hereby reserved by and granted to Declarant a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of Improvements on the Property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to another Owner's Lot.

**Section 5.8. Easements that Follow Conveyances.** All conveyances of any Lot or any other portion of the Property made after the date this Master Declaration is recorded (or made prior to the recording of this Master Declaration in the case of any conveyance to any Person that is a party to this Master Declaration), shall be construed to grant and reserve the easements identified in this Master Declaration, even if no specific reference to such easements appears in the deed or other instrument of conveyance. Whenever an easement is reserved to or by, or in favor of, Declarant herein, said easement shall also be reserved (and granted) to, and in favor of, Declarant's successors and assigns.

**Section 5.9. Easement for Pond Maintenance.** There is hereby granted to and reserved by Declarant and granted to the Master Association, a blanket easement over the entire pond situated on Lots 15-24, Block 1, of the Property, including five feet beyond its high-water mark, for the purposes of pond and vegetation maintenance.

**Section 5.10. Easement to Maintain Waterways.** There is hereby granted to and reserved by Declarant and granted to the Master Association, a general easement of ingress, egress to maintain the Waterways generally. Declarant is hereby granted and further reserves the right to make any reconfiguration of the Waterways, in which Declarant determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Declarant the right to take any action which would disturb, encroach upon or endanger the foundation of any Building. The Waterways shall not be used by any Owner for recreational purposes, including wading and/or swimming.

**Section 5.11. Reservation Associated with Expansion.** There is hereby granted to and reserved by Declarant and granted to the Owners of all Lots within the Property and to certain Owners of property not presently located within the boundaries of the Property (as the same are hereafter identified by Declarant) a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of Common Area in connection with the expansion of the Property (e.g., the annexation of additional property into the Property). The location of these easements and rights-of-way must be approved by Declarant in writing by a recorded instrument.

**Section 5.12. Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

**Section 5.13. Installation and Repair Easement.** An easement is hereby reserved by and granted to Declarant, which may be further transferred to, and for the benefit of, the Master Association, and their respective officers, agents, contractors, employees, and assigns, upon, across, over, through, and under the Property as may be necessary or appropriate to perform any installation, construction, maintenance, inspection, operation, repair or replacement of any Improvement associated with any of the easements, duties and functions that Declarant or the Master Association is obligated or permitted to perform pursuant to the Project Documents (including this Master Declaration).

**Section 5.14. Development Easements Reserved to Declarant.** An easement is hereby reserved by and granted to Declarant over, under, through and across the Property for the use, access to and development of the Property as depicted in the Development Agreement. This easement includes, but is not limited to, a right of ingress and egress over such Property as is required by Declarant for construction of roads and for tying in and installation of utilities on the Property. Declarant further reserves (and is hereby granted) the right and power to grant and record specific easements as may be necessary, in Declarant's discretion, in connection with the orderly development of the Property.

**Section 5.15. Pressurized Irrigation System Easement.** An easement is hereby reserved by and granted to Declarant, which may be further transferred to, and for the benefit of, the Master Association, upon, across, over, through, and under the Property as may be necessary or appropriate for the installation, construction, maintenance, inspection, operation, repair or replacement of any Improvement associated with the Irrigation System.

## ARTICLE 6. STORM WATER DRAINAGE FACILITIES

**Section 6.1. Dedication of Storm Water Drainage System.** Storm drain facilities within the Project shall be located within the ACHD rights of way and/or within portions of Lot 24, Block 1 of the Project and/or as depicted and described on the Plat. Additionally, Lot 24 and Lots 15-23, and 25 of Block 1 are servient to and are encumbered by the *First Amended Master Perpetual Storm Water Drainage Easement* recorded on official records of Ada County, Idaho, on November 10, 2015, as Ins. No. 2015-103256, incorporated herein by this reference as if set forth in full, and by easements identified and described on the Plat. Said easement and storm water drainage system are hereby dedicated to the Ada County Highway District ("ACHD") pursuant to Idaho Code 40-2302 and shall remain free of all obstructions which may adversely affect the operation and maintenance of the storm drainage facilities.

**Section 6.2. Government Requirement - Storm Drainage Maintenance.** Maintenance of all the storm drain management facilities within the public rights of way shall be the responsibility of ACHD. Surface maintenance (grass, trees, shrubs, etc.) of the storm water management facilities outside the public rights of way (i.e., common areas, swales; seepage trenches, storm ponds, park/detention areas, etc., hereinafter "Storm Water Drainage System") is the responsibility of the Master Association. The Storm Water Drainage System is subject to ACHD easements, if any, shown on the recorded Plat. The primary purpose of the Storm Water Drainage System is for the management of storm water. ACHD has the right to inspect such facilities, and if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Master Association for the costs of any required maintenance or repairs where the Master Association has failed to adequately maintain the surface areas that are part of the storm water treatment/detention area(s) within the Project, including the use of liens and/or assessments of maintenance costs against the Lots within the Project. The Master Association shall maintain a *Storm Drainage Facility Operations and Maintenance Manual* containing a stamped and approved construction plan for the Project showing the location of Storm Water Drainage System, a copy of the final plat, engineering drawings showing the detail of Storm Water Drainage System that receives ACHD drainage and states that the Master Association shall be responsible for maintaining the same, a written description of the maintenance required by the Owners, an itemized estimate of the annual operating and maintenance costs of the Master Association. The *Storm Drainage Facility Operations and Maintenance Manual* shall also state that any additions to or Improvements within the storm drain facilities, such as park benches or additional landscaping, should

be considered temporary and may be removed when heavy maintenance of the storm drain facilities are required and that the replacement of those items shall be the financial responsibility of the Master Association. Any changes or modifications to the Storm Water Drainage System above and beyond the improvements shown on the ACHD approved storm drain plans for the Project as set forth in the *Storm Drainage Facility Operations and Maintenance Manual* shall require the prior approval of ACHD and any other governmental entity having jurisdiction of the Project. ACHD shall have the right to levy assessments upon the Master Association for the reasonable costs of all required maintenance and repairs to the Storm Water Drainage System. ACHD shall be entitled to a continuing lien against all Lots for such unpaid assessments for maintenance and repair to the Storm Water Drainage System.

## ARTICLE 7. INSURANCE

**Section 7.1. Power to Obtain Insurance Coverage.** The Master Association shall have the power to 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:

**7.1.1. All Risk.** Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

**7.1.2. Public Liability.** Comprehensive public liability insurance insuring the Master Association, the Declarant, and the individual Owners and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as determined by the Board.

**7.1.3. Errors and Omissions.** Full coverage directors and officer's liability insurance in an amount determined by the Board.

**7.1.4. Other Types of Insurance.** Such other insurance, including motor vehicle insurance and workmen's compensation insurance (to the extent necessary to comply with all applicable laws) indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Master Association's functions or to insure the Master Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Owner's funds or other property.

**Section 7.2. Use and Control of Insurance Proceeds.** Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Assessments levied by the Master Association. The Master Association shall be deemed trustee of the interests of all Owners or Members in connection with any insurance proceeds under such policies and shall have full power to receive such proceeds and to deal therewith as it deems pertinent and advisable. Insurance secured and maintained by the Master Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages. Each policy of insurance shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Master Association 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 Master 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.

## ARTICLE 8. LOCAL ASSOCIATIONS

**Section 8.1. Organization of Local Association.** As long as Developer owns any portion of the Property, Developer shall have the exclusive right and power to create Local Associations (incorporated or unincorporated) separate and apart from the Master Association to more specifically govern a particular Area. Each Local Association shall have all powers, rights, obligations, responsibilities and duties and be subject to all of the same limitations and restrictions as are specified in this Master Declaration with respect to the Master Association (including all powers and rights to impose, except for such differences, requirements or limitations as are expressly set forth in any applicable Supplemental Declaration).

**Section 8.2. Relationship Between Master Association and Local Association.** It is the purpose and intent of the provisions of this Master Declaration that any Local Association shall be charged with the management of all activities within the Area for which any such Local Association is created, as specifically set forth in a Supplemental Declaration or other instrument creating such Local Association; provided, that such Supplemental Declaration or other instrument creating such Local Association shall not be inconsistent with the terms and conditions of this Master Declaration with regard to the responsibilities of the Master Association. It is the intent of this Master Declaration that the use and maintenance the Local Association shall be consistent with and in furtherance of the Master Association's objectives and the terms and provisions of this Master Declaration.

**Section 8.3. Membership in Incorporated Local Associations.** Where an Incorporated Local Association is created, the Members thereof shall be all the Owners of Lots located within the respective Area governed by such Incorporated Local Association.

***8.3.1. Classes of Membership in Incorporated Local Association.*** Each Local Association shall have three (3) classes of memberships:

***8.3.2. Class X Members.*** Class X Members shall be the Owners of Lots governed by the Local Association, excluding Declarant until its Transition Date. From and after its Transition Date, each Class X Member shall be entitled to vote, at meetings of the Local Association, the vote(s) attributable to the Lot(s) owned by such Owner or as otherwise set forth in its Corporate Documents.

***8.3.3. Class Y Member.*** Declarant shall be the Class Y Member and shall be the sole voting member of a Local Association entitled to vote its collective voting power until the Transition Date, at which time, there shall be no Class Y Member.

***8.3.4. Class Z Members.*** The Class Z Members shall consist of the Delegate(s) appointed or selected by the Incorporated Local Association in accordance with its Corporate Documents, to act on its behalf as a Class A Member in the Master Association.

***8.3.5. Management Incorporated Local Association.*** The affairs of an Incorporated Local Association shall be carried out and otherwise conducted by a Board in accordance with its Corporate Documents. The Class Y Member shall have the exclusive right to control the Board of the Local Association and/or otherwise manage and conduct its affairs, in the Class B Member's sole and absolute discretion, until its Transition Date. Thereafter, the Board shall consist of the Class X Members who shall have the exclusive right to control the Board in

accordance with its Corporate Documents. All agreements and determinations lawfully made by the Incorporated Local Association shall be deemed to be binding on its Members.

**Section 8.4. Governance of Unincorporated Local Associations.** Where an Unincorporated Local Association is created to govern an Area through an Approving Owner, all matters that are submitted to a vote of the Owners within such Area shall be determined, made, approved, or authorized in accordance with terms of the Supplemental Declaration.

**Section 8.5. Voting of Delegates in Master Association.** Each Area, either through its Owners or a Local Association, shall be represented at all meetings of the Master Association by a Delegate, and such Delegate will have the rights set forth in Section 3.2. above hereof for Class A Members of the Master Association.

***8.5.1. Selection of Delegates to Master Association.*** Each Local Association shall designate the number of Delegates to the Master Association required by Supplemental Declaration to exercise the voting power of all of the Owners in such Area. Until the Class B Member Termination Date, Developer (or a Person designated by Developer to represent Developer) shall serve as the Delegate of all Local Associations. Upon termination of any Delegate's ownership of Property within the Area or any Delegate's membership in the Local Association of which that Delegate is selected, such Delegate's term of office shall immediately terminate, and a new Delegate shall be selected by the Local Association.

***8.5.2. Voting.*** It will be conclusively presumed for all purposes that any Delegate casting any vote on behalf of the Members or Owners of a Local Association have acted with the authority and consent of all such Members or Owners.

**Section 8.6. Ownership of Common Area.** Common Area governed solely by a Local Association may be conveyed by Declarant and/or the Master Association to such Local Association and thereafter managed in accordance with the terms of conveyance and/or designations made therein.

## ARTICLE 9. ASSESSMENTS

**Section 9.1. Covenant to Pay Assessments.** Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay, when due, all Assessments levied against their Lot. All such Assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is levied and shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. The lien shall not be affected by a conveyance of title. No Owner may waive or otherwise avoid liability for any Assessment by non-use of Common Area or by abandonment of such Owner's Lot.

**Section 9.2. Regular Assessments.** Regular Assessments shall be levied at times and intervals deemed appropriate based upon advance estimates of cash requirements for the maintenance and operation of the Common Area and for the performance by the Master Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, Governmental Requirements, premiums for all insurance which the Master Association is required or permitted to maintain, landscaping and care of grounds, legal and accounting fees, and any deficit remaining from previous periods.

**Section 9.3. Special Assessment.** In addition to Regular Assessments, the Master Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes: (i) to defray, in whole or in part, the cost of any construction or reconstruction of Improvements on Common Area, unexpected repair or replacement of Common Area or any facility located thereon or an easement area controlled by the Master Association, the furnishing of a special service (other than those appropriate for Limited Assessments) or for any other expenses incurred or to be incurred by the Master Association; and (ii) to defray a deficit in the common and ordinary expenses of the Master Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Master Association.

**Section 9.4. Limited Assessments.** In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

***9.4.1. Management and Repair.*** The Master Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Lot and the Owner thereof shall pay for the costs of such maintenance and repair and any other costs and expense, including attorneys' fees arising out of or incident to such maintenance and repair and the Assessment therefrom.

***9.4.2. Correction of Violations.*** In addition to maintenance and repair, the Master Association, upon the failure or refusal of an Owner to correct a violation of this Master Declaration or other Rules and Regulation, shall have the power to correct any violation on a Lot or an Improvement on a Lot. The cost of such corrective action, together with interest, related expenses and attorney's fees shall be assessed and collected as set forth in this Master Declaration.

***9.4.3. Special One-Time Transfer Assessment.*** Upon any transfer of ownership of a Lot by an Owner after the initial conveyance from Declarant to an Owner, a transfer fee in the amount of \$250.00 shall be payable by the Owner to the Master Association.

**Section 9.5. Declarant's Obligation for Assessments.** Until the Class B Member Termination Date, Declarant may annually elect to either pay Regular Assessments and Special Assessments for each Lot within the Property owned by Declarant, or to pay an amount equal to the operating expenses shortfall of the Master Association. Declarant's obligations and/or payments hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

**Section 9.6. Assessment Period.** The Assessment period shall be determined by the Master Association. The first Assessment, when levied, shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

**Section 9.7. Notice and Assessment Due Date.** Except with regard to the first Assessment, thirty (30) days prior written notice of Regular Assessments and Special Assessments shall be sent by

the Master Association to the Owner of every Lot subject thereto, and to any Person in possession of such Lot. Payments of all Regular Assessments shall be quarterly unless otherwise determined by the Master Association, but no less than annually. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each calendar month unless some other due date is established by the Master Association. An Assessment, once levied, shall become delinquent if not paid within thirty (30) days after the due date thereof. At the Master Association's discretion, a late charge equal to two percent (2.00%) of the delinquent Assessment plus \$25 per week until paid; and in addition, any Assessment not paid when due shall bear interest at such annual rate as shall be set by the Master Association from time to time. Such interest shall commence on the date the Assessment becomes due and payable and shall accrue to and including the date that full payment is received by the Master Association. The right of the Master Association to charge interest shall be in addition to, and not in lieu of, any late charge or any other right of enforcement or sanction available to the Master Association in the event of non-payment of an Assessment. The Master Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

**Section 9.8. Estoppel Certificate.** The Master Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the Person making such request a written statement stating whether or not, to the knowledge of the Master Association, a particular Owner is in default under the provisions of this Master Declaration, and further stating the dates to which any Assessments have been paid by the Owner, and certifying to such other matters as the Board deems reasonable. Any such certificate delivered may be relied upon only by a prospective purchaser or Mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor had no actual knowledge. The Master Association shall have the right to charge a reasonable fee for the certification herein provided.

**Section 9.9. Right to Enforce.** The right to collect and enforce payment of the Assessments is vested in the Master Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration or other rules and regulations, the Owner against whom such enforcement is sought shall pay reasonable attorney's fees and all other costs and fees in connection therewith.

**Section 9.10. Creation of Assessment Liens.** There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Master Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior to and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except for: (i) a valid real property tax lien imposed by the government and other government assessments or liens; (ii) a lien for all sums unpaid to a Mortgagee with secured real property duly recorded in Ada County, Idaho; and (iii) liens of mechanics and materialmen under Chapter 5 of Title 45 of the Idaho Code. All other lienholders acquiring liens on any Lot after recordation of this Master Declaration shall be inferior liens to the lien for Assessments in favor of the Master Association, whether or not consent is set forth in the instruments creating other such liens.



**Section 9.11. Enforcement.** Upon the failure of an Owner to pay an Assessment, the lien for Assessments herein created may be enforced by the sale of such Owner's Lot conducted in the manner provided by law for the exercise of the power of sale in deeds of trust or in any other manner elected by the Board pursuant to applicable Rules and Regulations. In any such foreclosure, the Owner shall be required to pay the costs and expenses associated therewith, including all attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any Assessments against the Lot arising during the proceedings.

**Section 9.12. Non-Exclusive Remedy.** The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Master Association may pursue all other remedies available at law or equity.

## ARTICLE 10. OWNERS' ACKNOWLEDGMENTS

The following acknowledgments identify additional information currently known by Declarant about the Project that each Owner should consider when purchasing a Lot in the Project. Each Owner hereby, and by accepting a deed to any Lot, acknowledges the following:

**Section 10.1. Uses Within Property.** The Project is a mixed use commercial and residential development. Declarant has the right to develop the Property in accordance with existing development approvals obtained from Local Government, as such approvals may be amended or changed from time to time. Declarant makes no guaranties, representations or warranties as to the types of businesses that may be located on the Property from time to time or the times of operation of such businesses.

**Section 10.2. Phased Development.** That development of the Property will be phased over time and construction activities will be present on the Property throughout the development process. Declarant cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of Local Government or how such requirements may impact the future plans to develop the Property. Owner recognizes that development of the Property may change from time to time in Declarant's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property or any additional property annexed to the Property and that this acknowledgement and agreement is material consideration to Declarant.

**Section 10.3. Proximity to Eagle Sewer.** That the Property is situated to the west of, and in otherwise close proximity to, real property owned by the Eagle Sewer District, a political subdivision of the State of Idaho currently improved and used as a municipal sewage treatment plant (the "Treatment Plant"). Each Owner, by accepting a deed to any Lot, waives, to the extent permitted by law, any and all rights, claims or causes of action based upon, or in any way resulting from, the location and normal operation and any expanded or similar uses or improvements of the Treatment Plant; including, but not limited to, claims or causes of action resulting from odors, sights, or noises emanating from the Treatment Plant.

**Section 10.4. Due-Diligence; Acceptance of Lots "As-Is".** That the information contained in or referenced by this Master Declaration is not a complete or exhaustive collection of information about Stillwater Subdivision or any Lot within the Property. Each prospective owner must conduct a full and complete due diligence of Stillwater Subdivision and any Lot therein to such prospective owner's satisfaction. Unless otherwise set forth in a written agreement signed by Owner and Declarant,

Owner has accepted title to the Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes the Lot(s) "AS-IS, WHERE IS."

**Section 10.5. No Representations or Warranties.** Each Owner acknowledges that no representations or warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document exist between Declarant and an Owner. **Each Owner understands that the acknowledgments in this ARTICLE 10 may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Declarant cannot control events occurring after the date of this Master Declaration and may not be aware of certain issues existing at this time, including future development requirements of governmental or municipal organizations claiming jurisdiction over the Project, or how such requirements may impact the future Development Agreements of the Project.**

## ARTICLE 11. DECLARANT'S RIGHTS AND RESERVATIONS

**Section 11.1. Declarant's Right of Development.** Nothing contained in this Master Declaration shall limit the right of Declarant to grant licenses, to reserve or grant rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable, in Declarant's discretion, in the course of development of the Property or the Project. Declarant's rights shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the development of the Property and disposing of the same by sales, lease or otherwise. Declarant shall have the right at any time prior to conveyance of title to a Lot, to grant, establish and/or reserve on that Lot additional licenses, reservations, easements and rights-of-way to Declarant, to utility companies, or to others as may from time to time be necessary, in Declarant's discretion, for the proper development of the Property. Anything in this Master Declaration to the contrary notwithstanding, Declarant need not seek or obtain Master Association or other approval of any Improvement constructed or placed by Declarant or its affiliated entities, on any portion of the Property. The rights of Declarant hereunder may be assigned by Declarant to any successors and assigns of Declarant's interests in or to any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

Declarant, in Declarant's discretion and in accordance with the Project Documents, may amend and modify the Development Agreement. By acceptance of a deed to any portion of the Property, or by executing this Master Declaration as a party hereto, each Owner of any Property in the Project acknowledges and agrees that: (i) the Development Agreement for the Property may be amended, modified or changed in Declarant's discretion (including the development as commercial properties of any Lots that had been shown in a previous Development Agreement as residential properties, and/or the development as residential properties of any Lots that had been shown in a previous Development Agreement as commercial properties); and (ii) no Owner shall object to or oppose any development of any portion of the Property, or other property owned by Declarant and annexed to the Property. Each Owner's agreement not to object to or oppose the development matters set forth in the preceding sentence is a material consideration to the conveyance of any portion of the Property by Declarant to such Owner and to Declarant's willingness to undertake the development of the Project set forth in the Project Documents.

No provision of this Master Declaration shall be construed as preventing or limiting Declarant's right to: (i) complete development of the Property or the Project, including any subdivision or resubdivision of the Property or any portion thereof, or to construct Improvements thereon; (ii) maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including any Common Area or any public right-of-way; or (iii) post signs incidental to construction, sales or leasing.

**Section 11.2. Right to Grant Exclusive Use.** At any time and from time to time, Declarant may grant exclusive use rights to the Owners or Occupants of Commercial Lots and Mixed Use Townhome Lots, binding on all Owners subject thereto; provided, such grant of exclusive use rights do not restrict or prevent current operating uses of existing Occupants. Any grant of exclusive use rights shall be effectuated by a written amendment to this Master Declaration (or Supplemental Declaration) signed and acknowledged by Declarant, in recordable form, and shall be effective when recorded in the official records of Ada County, Idaho. Such recordation shall be deemed to be effective when, and deemed sufficient legal notice to, the Owners subject to and/or affected by such grant of exclusive use rights. All Owners subject to, or restricted by, any exclusive use rights shall, are bound upon such notice, accordingly to its terms, and shall not violate or permit their Occupants to violate any such exclusive use provisions made or granted therein.

***11.2.1. Exclusive Use as a Coffee Business.*** In furtherance of the rights of Declarant to grant exclusive use rights, so long as Lot 3, Block 6 of the Property, ("Lot 3") is open and operating as a Coffee Business (defined below), no other portion of the Commercial Lots shall be used as a Coffee Business. This designation shall be revoked without notice, and the Owners waiving such rights to exclusive use, if Lot 3 ceases use as a Coffee Business for a period of six continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses, or other causes beyond the Owner's control). "Coffee Business" shall mean a business that offers the sale of coffee and espresso and whose sales of coffee and espresso represent 50.00% of that businesses gross sales.

**Section 11.3. Declarant's Reservation of Mineral Rights.** Declarant owns all minerals that are appurtenant to the Property. Declarant hereby reserves all right, title and interest in and to all minerals appurtenant to the Property and, accordingly, no Owner shall have any right, title or interest in or to any of said minerals. All conveyances by Declarant of any Lot or any other portion of the Property made after the date this Master Declaration is recorded (or made prior to the recording of this Master Declaration, in the case of any conveyance by Declarant to any Person that is a party to this Master Declaration) shall be construed to reserve unto Declarant all of the minerals appurtenant to the Property, even if no specific reference to a reservation of such minerals appears in the deed or other instrument of conveyance.

**Section 11.4. Declarant's Reservation of Water Rights.** Declarant owns all water rights that are appurtenant to the Property and hereby reserves any and all water rights appurtenant to the Property; accordingly, no Owner shall have any right, title or interest in or to any of said water rights. All conveyances by Declarant of any Lot or any other portion of the Property made after the date this Master Declaration is recorded (or made prior to the recording of this Master Declaration, in the case of any conveyance by Declarant to any Person that is a party to this Master Declaration) shall be construed to reserve unto Declarant all of the water rights described herein, even if no specific reference to a reservation of such water rights appears in the deed or other instrument of conveyance.

**Section 11.5. Right of Declarant to Annex Other Properties.** Declarant may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person (other than the title holder of such additional real property), elect to bring additional real property (whether or not owned by Declarant) within the jurisdiction of this Master Declaration; provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Declarant is not obligated in any manner by this Master Declaration to annex additional real property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Declarant may decline to exercise the rights granted in this Master Declaration or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property or be included within the jurisdiction of this Master Declaration without the prior written approval of Declarant.

***11.5.1. Right of Declarant to Remove Properties.*** Declarant may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person, elect to remove any portion of the Property owned by Declarant from the jurisdiction of this Master Declaration.

***11.5.2. Supplement for Annexed Property.*** The removals or additions authorized by the provisions of this Article shall be made by recording in the Ada County Recorder's Office a supplement to this Master Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Master Declaration to the property to be annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant. Upon recording, the provisions of this Master Declaration (except as modified, altered, limited or supplemented) shall apply as of the effective date of this Master Declaration.

## ARTICLE 12. GENERAL PROVISIONS

**Section 12.1. Assignment by Declarant.** Any or all rights, powers and reservations of Declarant contained in this Master Declaration may be assigned to any other Person that contemporaneously agrees to assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon such Person evidencing its agreement in writing (in an instrument that is recorded in the Ada County Recorder's Office) to accept such assignment and to assume and perform such duties, such Person shall have the same rights and powers and be subject to the same obligations and duties as are given to and undertaken by Declarant herein, so long as such assignment is not prohibited by law.

**Section 12.2. Consents Required.** Any agreements, approvals or consents required or contemplated herein must be in writing and executed by the Person whose consent, approval or agreement is required. In no event shall an Owner's required consent or approval be unreasonably withheld, conditioned or delayed. In the event the consent or approval of the Master Association is required for any activity, Improvement or otherwise, in addition to any Owner's approval or consent, the consent or approval of the Master Association shall establish a rebuttable presumption that an Owner's refusal to provide (or the imposition of conditions or delays in providing) the required consent or approval is unreasonable.

**Section 12.3. Exhibits.** The exhibits attached to this Master Declaration are hereby incorporated into the text of this Master Declaration and made a part hereof by this reference.

**Section 12.4. Notices.** Any notice, request, demand, claim, appeal or other communication permitted or required to be delivered hereunder shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States Mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Master Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Master Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Master Association.

**Section 12.5. Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Master Declaration and subject to any or all of the enforcement procedures set forth in this Master Declaration and any or all enforcement procedures in law and equity.

**Section 12.6. Interpretation.** The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Master Declaration shall be construed and governed under the laws of the State of Idaho and in accordance with the following provisions of construction:

***12.6.1. Restrictions Construed Together.*** All the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in this Master Declaration.

***12.6.2. Restrictions Severable.*** Each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein. In the event a governmental rule, regulation, law or ordinance would render a part of this Master Declaration unlawful, that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance, and in such instance, the more restrictive rule, regulation or ordinance shall apply.

***12.6.3. Singular Includes Plural; Gender.*** Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

***12.6.4. Captions.*** All captions and titles used in this Master Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

***12.6.5. No Third-Party Beneficiary Rights.*** This Master Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any Person not an Owner or an Occupant, unless otherwise expressly provided herein.

***12.6.6. No Partnership.*** The provisions of this Master Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.

**Section 12.7. Remedies Cumulative.** The failure of any Owner to comply with any provision of the Project Documents, is hereby declared to be a nuisance and also a violation of this Master Declaration and will give rise to a cause of action in any Owner (including a Declarant) and the Master Association for recovery of damages or for negative or affirmative injunctive relief or both. Each remedy provided herein is cumulative and not exclusive.

**Section 12.8. Non-Waiver.** The failure of the Declarant, Master Association, a Board or any Owner in any one or more instances to insist upon the strict performance of any of the Restrictions or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver of the right to enforce any such provision.

**Section 12.9. Attorney's Fees.** In the event any Person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Master Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

**Section 12.10. Force Majeure.** The period of time provided in this Master Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, acts of war or terrorism, the elements or acts of God, refusal or failure of Local Government to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

**Section 12.11. Breach Shall Not Permit Termination.** No breach of this Master Declaration shall entitle any Owner to terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of this Master Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Master Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**Section 12.12. Amendment.**

***12.12.1. By Declarant.*** Until the Class B Member Termination Date, the provisions of this Master Declaration may be amended, modified, clarified, supplemented, restated, added to or terminated by a recorded instrument executed only by Declarant setting forth such amendment. Further, this Master Declaration may be amended unilaterally, at any time by Declarant, if Declarant deems such amendment is necessary, in its discretion, to: (i) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on any portion of the property subject to this Master Declaration; (iii) permit any institutional or governmental lender, purchaser, guarantor or insurer of mortgage loans to make, purchase, guaranty or insure mortgage loans; or (iv) satisfy the requirements of any local, state or federal governmental agency. Notwithstanding the foregoing, there shall be no amendment to any terms of this Master Declaration that were required by Local Government as conditions of approval of the Project without their prior written consent.

**12.12.2. By Owners.** From and after the Class B Member Termination Date, any amendment of this Master Declaration shall be by an instrument in writing signed by the president and secretary of the Master Association certifying and attesting that such amendment does not violate terms of this Master Declaration that were required by Local Government as conditions of approval of the Project and that it has been approved by the vote or written consent of Class C Members representing not less than ninety percent (90%) of the membership of the Master Association. No amendment to this Master Declaration shall be effective until recorded.

**Section 12.13. Restrictions Run with the Land.** This Master Declaration (the terms, covenants, conditions, easements, and restrictions set forth herein) shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title, or interest in the Property or any Lot, parcel, or portion thereof; shall inure to the benefit of every Lot, parcel, or portion of the Property and any interest therein; and shall inure to the benefit of, and be binding upon, Declarant, and its successors in interest. Unless otherwise limited or expanded by this Master Declaration, this Master Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

**ARTICLE 13. SIGNATURE OF DECLARANT**

**DECLARANT:**

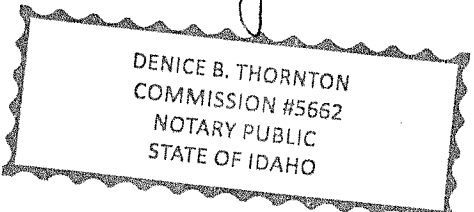
STILLWATER DEVELOPMENT PARTNERS  
an Idaho limited liability company

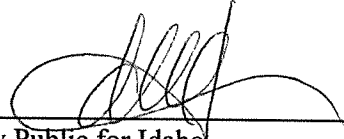
By: Next Level Development, LLC  
an Idaho limited liability company  
Its: Managing Member

  
By: Corey Elitharp, Managing Member  
Its: Member

STATE OF IDAHO     )  
  ) ss.  
County of Ada     )

This record was acknowledged, signed, and sworn to (or affirmed) before me on  
January 21, 2020 by Corey Elitharp.

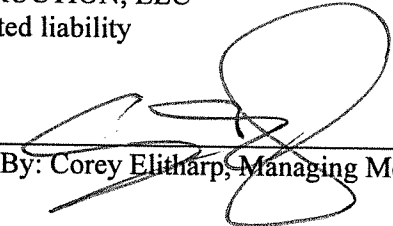


  
Notary Public for Idaho  
Commission Expires: \_\_\_\_\_ Denice B. Thornton  
Commission Expires 8-3-2022  
Residing Meridian, Idaho

ARTICLE 14. SIGNATURE OF CONSENTOR

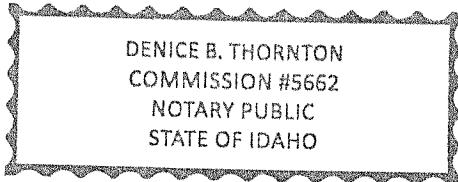
CONSENTED TO BY:

RSI CONSTRUCTION, LLC  
an Idaho limited liability

  
By: Corey Elitharp, Managing Member

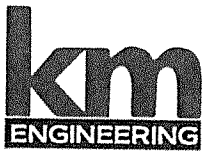
STATE OF IDAHO    )  
                                  ) ss.  
County of Ada     )

This record was acknowledged, signed, and sworn to (or affirmed) before me on  
January 21, 2020 by Corey Elitharp.



  
\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires: Denice B. Thornton  
Commission Expires 8-3- 2022  
Residing Meridian, Idaho





**Exhibit 1**  
**Legal Description of Property**

9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

December 27, 2016  
Project No.: 15-022  
Stillwater Subdivision  
Rezone Legal Description

A portion of Government Lot 5 and accretion lands situated in both the Southwest 1/4 of Section 7 and the Northwest 1/4 of Section 18, and a portion of the Southeast 1/4 of said Section 7, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the center of said Section 7, which bears N89°25'28"E a distance of 2,515.42 feet from a found aluminum cap marking the West 1/4 of said Section 7, thence following the easterly line of the Southwest 1/4 of said Section 7, S01°11'30"W a distance of 1,296.77 feet to a point on the centerline of State Street (State Highway 44) and being the **POINT OF BEGINNING**.

Thence leaving said easterly line and following said centerline, N89°43'36"E a distance of 427.43 feet to a point;

Thence leaving said centerline, S00°16'24"E a distance of 485.00 feet to a point;

Thence S89°43'36"W a distance of 439.83 feet to a point on the easterly line of the Southwest 1/4 of said Section 7 and the easterly line of said Government Lot 5;

Thence following said easterly lines, S01°11'30"W a distance of 847.50 feet to a found brass cap marking the South 1/4 corner of said Section 7;

Thence leaving said easterly lines, S00°23'02"W a distance of 196.03 feet to a found 5/8-inch rebar;

Thence S00°26'59"W a distance of 255.51 feet to a point on the high water line of the North bank of the North channel of the Boise River;

Thence following said high water line the following courses:

1. N37°01'34"W a distance of 131.92 feet to a point;
2. N80°06'44"W a distance of 155.85 feet to a point;
3. N66°17'57"W a distance of 183.91 feet to a point;
4. N57°19'38"W a distance of 83.32 feet to a point;
5. N53°26'49"W a distance of 147.52 feet to a point;
6. N46°46'02"W a distance of 42.06 feet to a point;
7. N32°14'27"W a distance of 86.85 feet to a point;
8. N23°07'44"W a distance of 94.52 feet to a point;
9. N26°44'22"W a distance of 10.40 feet to a point on the old meander line;
10. N26°44'22"W a distance of 105.47 feet to a point;
11. N39°26'54"W a distance of 48.00 feet to a point;

Thence leaving said high water line, N43°36'03"E a distance of 89.33 feet to a point;

Thence N00°04'23"W a distance of 146.85 feet to a point;

Thence N89°08'29"E a distance of 100.03 feet to a found 5/8-inch rebar;

Thence N01°06'54"E a distance of 899.39 feet to a point on the centerline of said State Street (State Highway 44);

Thence following said centerline, N89°43'36"E a distance of 638.85 feet to the **POINT OF BEGINNING**.

Said parcel description contains 29.207 acres, more or less, and is subject to all easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part of.



FOUND ALUMINUM CAP  
WEST 1/4 SECTION 7

BASIS OF BEARINGS  
N89°25'28"E 2515.42'

POINT OF COMMENCEMENT  
FOUND ALUMINUM CAP  
CENTER 1/4 SECTION 7

STATE STREET (HWY 44)  
N89°43'36"E 638.85'

S01°11'30"W  
1296.77'

N89°43'36"E 427.43'

R/W R/W R/W R/W R/W R/W R/W R/W

POINT OF BEGINNING

APN: S0507438420  
CURRENT ZONE: PS-DA  
PROPOSED ZONE: MU-DA  
REZONE AC: 4.828±

S89°43'36"W 439.83'

485.00'  
S00°16'24"E

N01°08'54"E 899.39'

TOTAL REZONE AC: 29.207±

APN: S0507346970  
& S0507346900  
CURRENT ZONE: BP-DA  
PROPOSED ZONE: MU-DA  
REZONE AC: 24.379±

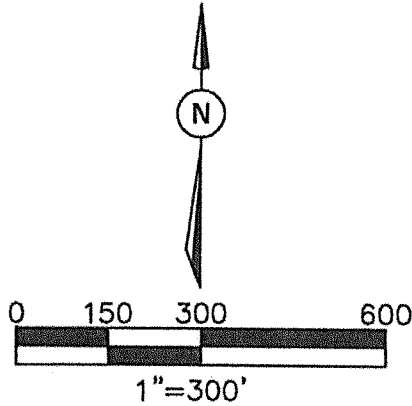
S01°11'30"W 847.50'

FOUND BRASS CAP  
SOUTH 1/4 CORNER  
SECTION 7

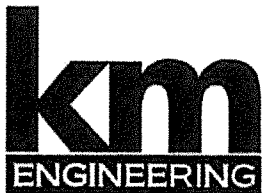
APN: S0518212502  
NOT A PART

NORTH CHANNEL  
OF BOISE RIVER

BOISE RIVER



P:\15-022\CAD\SURVEY\EXHIBITS\15-022 REZONE.DWG, AARON BALLARD, 12/27/2016, KYOCERA TASKALFA 4550CI KX.PC3, ---



ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

DATE: 12-27-2016

PROJECT: 15-022

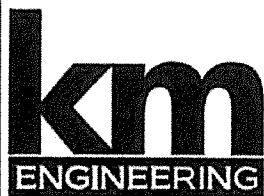
SHEET:  
1 OF 2

### Exhibit B - Rezone to MU-DA Stillwater Subdivision

Portion of Gov't Lot 5 & accretion lands in the SW 1/4 S.7 & NW 1/4 of S. 18,  
and portion of SE 1/4 S.7, T.4N., R.1E., B.M., Eagle, Ada County, ID

P:\15-022\CAD\SURVEY\EXHIBITS\15-022 REZONE.DWG . AARON BALLARD, 12/27/2016, KYOCERA TASKALFA 4550CI KX.PC3, 1

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	196.03	S0°23'02"W
L2	255.51	S0°26'59"W
L3	131.92	N37°01'34"W
L4	155.85	N80°06'44"W
L5	183.91	N86°17'57"W
L6	83.32	N57°19'38"W
L7	147.52	N53°26'49"W
L8	42.06	N46°46'02"W
L9	86.85	N32°14'27"W
L10	94.52	N23°07'44"W
L11	10.40	N26°44'22"W
L12	105.47	N26°44'22"W
L13	48.00	N39°26'54"W
L14	89.33	N43°36'03"E
L15	146.85	N0°04'23"W
L16	100.03	N89°08'29"E



ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

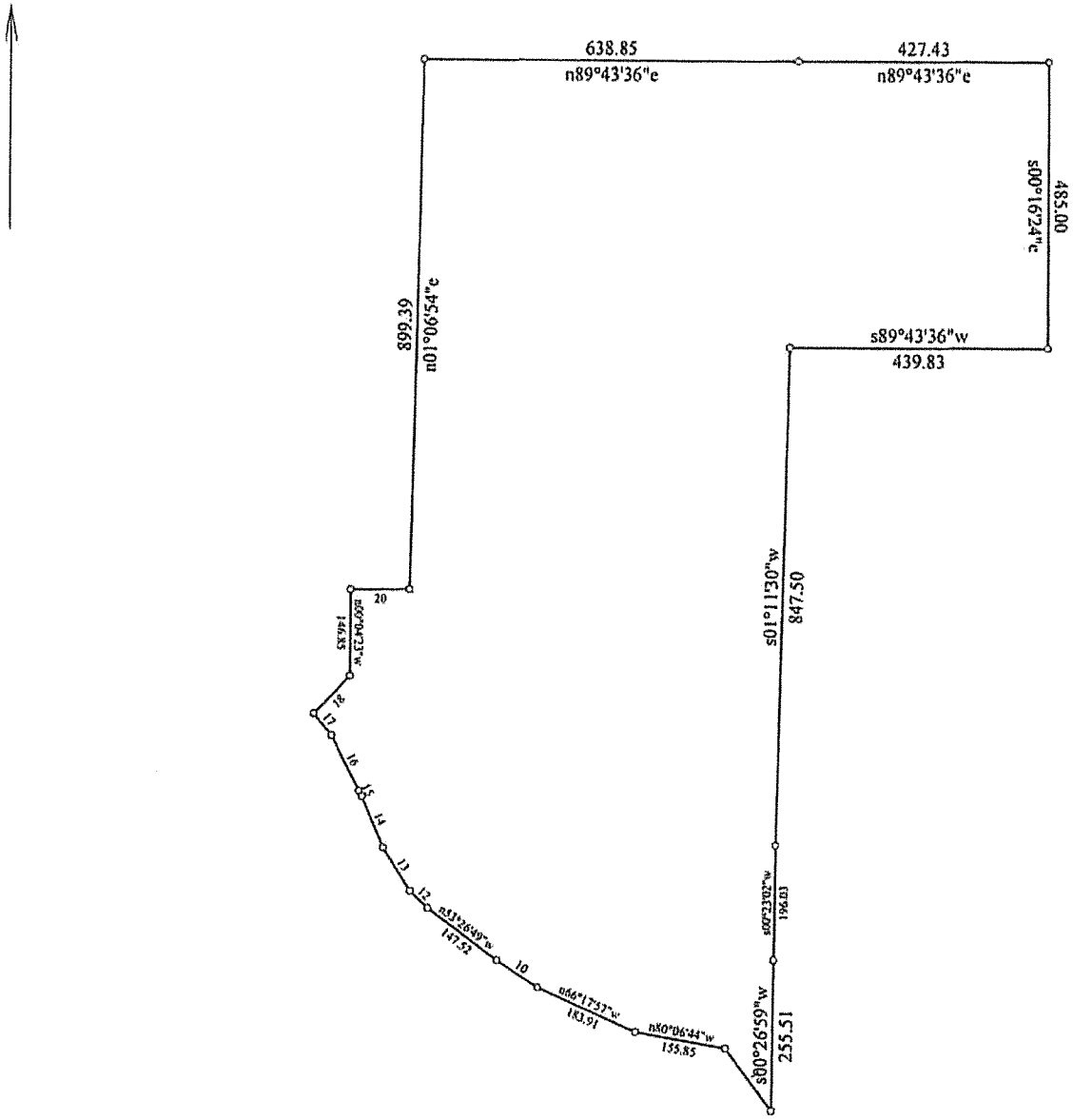
DATE: 12-27-2016

PROJECT: 15-022

SHEET:  
2 OF 2

Exhibit B - Rezone to MU-DA  
Stillwater Subdivision

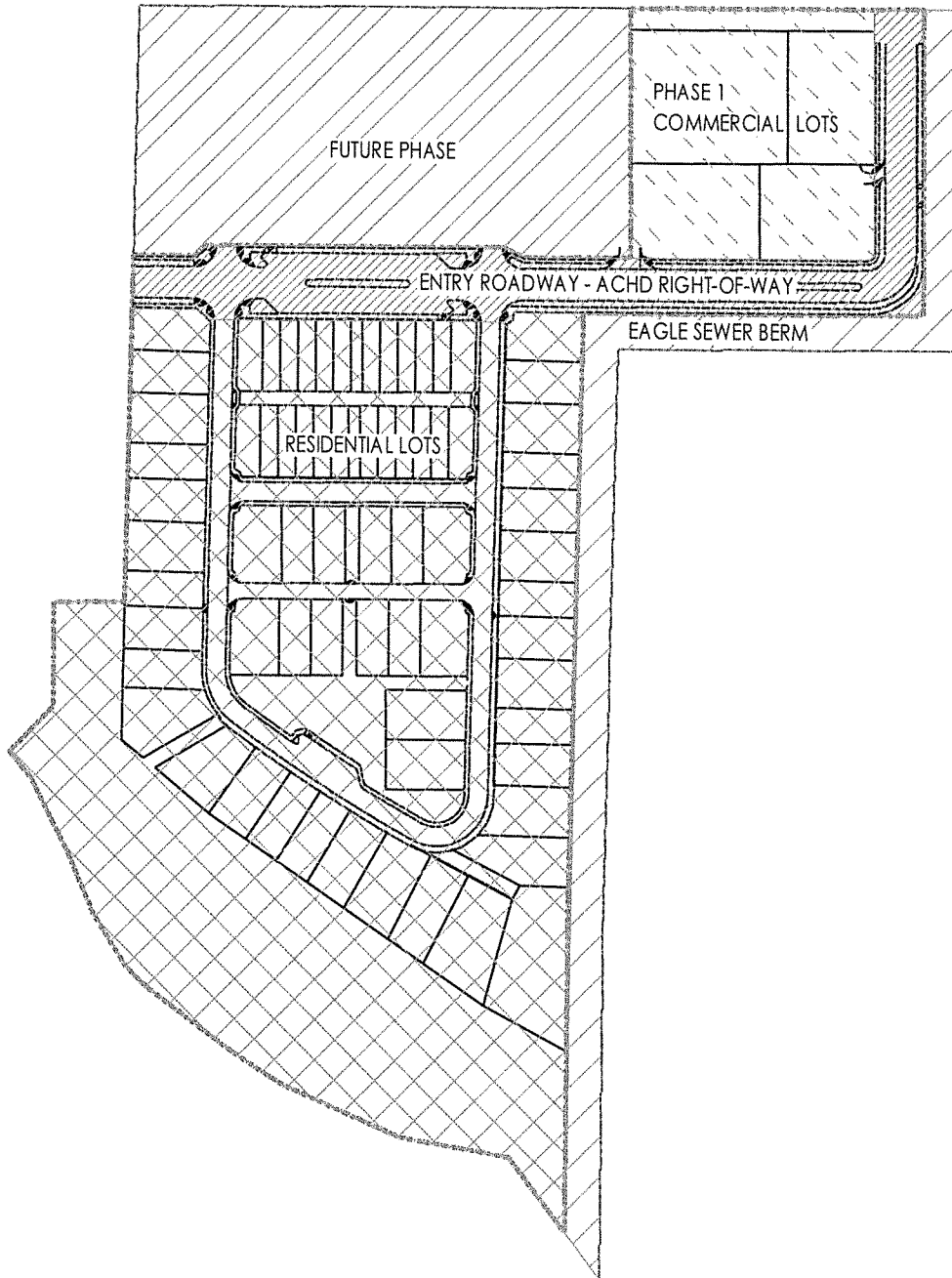
Portion of Gov't Lot 5 & accretion lands in the SW 1/4 S.7 & NW 1/4 of S. 18,  
and portion of SE 1/4 S.7, T.4N., R.1E., B.M., Eagle, Ada County, ID



Title:		Date: 12-27-2016
Scale: 1 inch = 300 feet	File:	
Tract 1: 29.207 Acres: 1272247 Sq Feet: Closure = n03.5929w 0.01 Feet: Precision = 1/457962: Perimeter = 5616 Feet		
001=n89.4336e 427.43	009=n66.1757w 183.91	017=n39.2654w 48.00
002=s00.1624e 485.00	010=n57.1938w 83.32	018=n43.3603e 89.33
003=s89.4336w 439.83	011=n53.2649w 147.52	019=n00.0423w 146.85
004=s01.1130w 847.50	012=n46.4602w 42.06	020=n89.0829e 100.03
005=s00.2302w 196.03	013=n32.1427w 86.85	021=n01.0654e 899.39
006=s00.2659w 255.51	014=n23.0744w 94.52	022=n89.4336e 638.85
007=n37.0134w 131.92	015=n26.4422w 10.40	
008=n80.0644w 155.85	016=n26.4422w 105.47	

**Exhibit 2**  
**Depiction of Property and Designated Areas in Project**

STILLWATER



**Exhibit 3 – Final Plat Showing Stillwater Subdivision**

**PLAT RECORDING SHEET  
STILLWATER SUBDIVISION**

INSTRUMENT NO.: : \_\_\_\_\_

BOOK: : \_\_\_\_\_

PAGE: : \_\_\_\_\_

Thru : \_\_\_\_\_

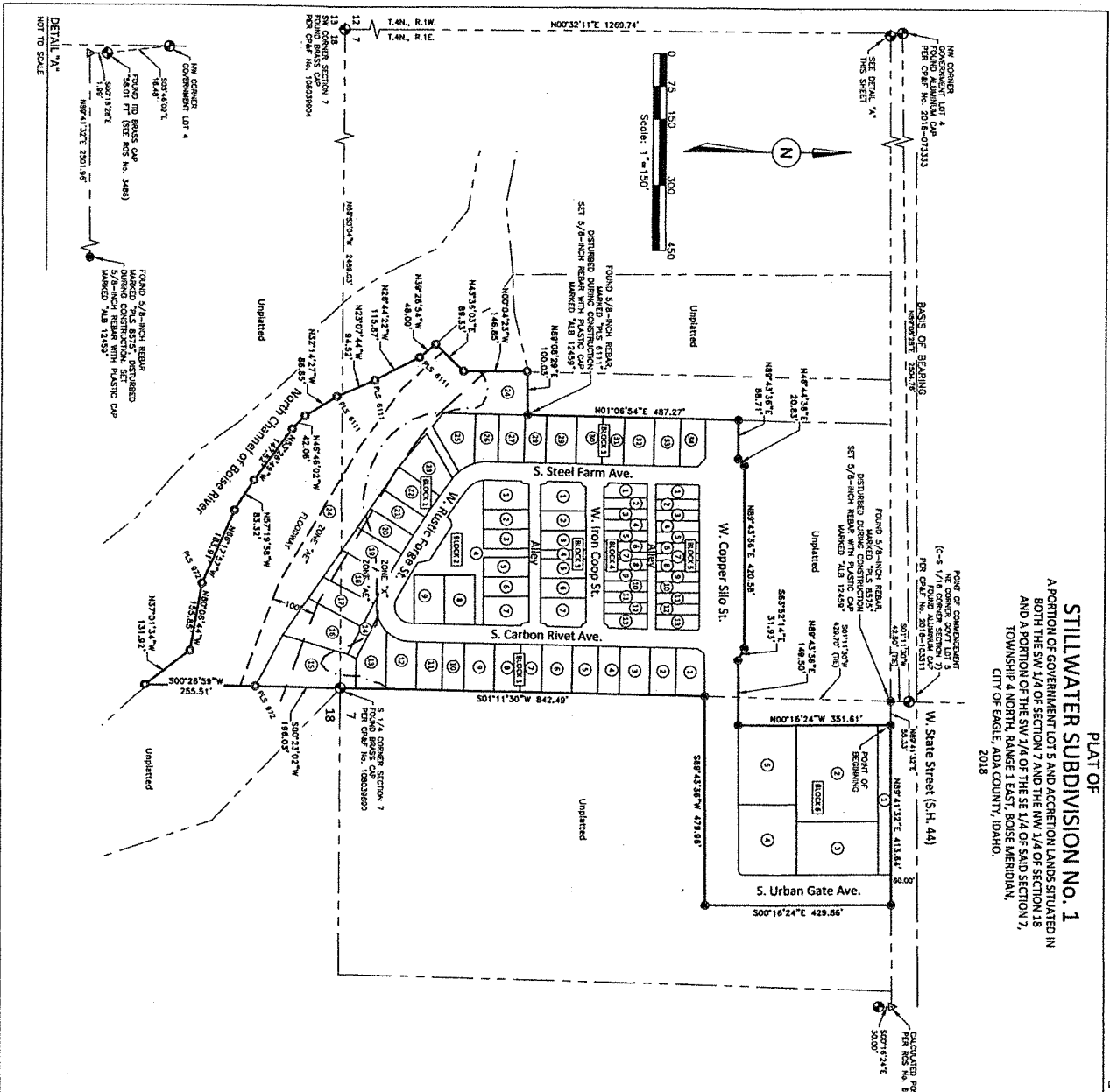
SURVEYOR: : \_\_\_\_\_

OWNERS: : \_\_\_\_\_

AT THE REQUEST OF : \_\_\_\_\_

COMMENTS: : \_\_\_\_\_

# Exhibit 3 Final Plat Showing Stillwater Subdivision



**PLAT OF  
STILLWATER SUBDIVISION NO. 1**  
A PORTION OF GOVERNMENT LOT 5 AND ACCRETION LANDS SITUATED IN  
BOTH THE SW 1/4 OF SECTION 7 AND THE NW 1/4 OF SECTION 18  
AND A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 18  
TOWNSHIP 4 NORTH RANGE 1 EAST BOISE MERIDIAN,  
CITY OF ENGLE, ADA COUNTY, IDAHO.  
2018

EXHIBIT B

EK 115 P 1748

**SHEET INDEX**

- SHEET 1 - OVERALL SUBDIVISION MAP
- SHEETS 2-4 - DETAIL PLAT MAP
- SHEET 5 - NOTES AND LINE AND CURVE TABLES
- SHEET 6-7 - CERTIFICATE OF OWNERS
- SHEET 8 - CERTIFICATES AND APPROVALS

**REFERENCES**

- R1. RECORD OF SURVEY NO. 1237, RECORDS OF ADA COUNTY, IDAHO.
- R2. RECORD OF SURVEY NO. 1069, RECORDS OF ADA COUNTY, IDAHO.
- R3. RECORD OF SURVEY NO. 1078, RECORDS OF ADA COUNTY, IDAHO.
- R4. RECORD OF SURVEY NO. 304, RECORDS OF ADA COUNTY, IDAHO.
- R5. RECORD OF SURVEY NO. 304, RECORDS OF ADA COUNTY, IDAHO.
- R6. RECORD OF SURVEY NO. 348, RECORDS OF ADA COUNTY, IDAHO.
- R7. RECORD OF SURVEY NO. 870, RECORDS OF ADA COUNTY, IDAHO.
- R8. RECORD OF SURVEY NO. 724, RECORDS OF ADA COUNTY, IDAHO.

**LEGEND**

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR MARKED T.S. 12459\* UNLESS NOTED OTHERWISE
- SET 5/8" REBAR WITH PLASTIC CAP MARKED T.S. 12459\*
- SET 1/2" REBAR WITH PLASTIC CAP MARKED T.S. 12459\*
- SET BRASS PLUG WITH MAGNETIC INSERT MARKED T.S. 12459\*
- ▲ WITNESS CORNER (AS SHOWN) SET 1/2" REBAR WITH PLASTIC CAP MARKED T.S. 12459\*
- CALCULATED POINT, NOTHING FOUND OR SET
- Ⓜ LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT LINE
- SEWER EASEMENT AS NOTED
- ACID EASEMENT (SEE NOTE 19)
- FLOOD 100 YEAR FLOODPLAIN LINE
- FEMA REGULATORY FLOODWAY (EFFECTIVE 2-19-03 AND SUBJECT TO CHANGE. SEE NOTE 28)
- 100-FOOT FLOODWAY SETBACK

12459  
K.M. MENDENHALL  
STATE OF IDAHO  
REGISTERED PROFESSIONAL ENGINEER

DEVELOPER  
**Stillwater Development Partners, LLC**  
ENGLE, IDAHO

**K.M. Mendenhall**  
ENGINEERING & SURVEYING  
5923 WET SWANEY STREET  
BOISE, IDAHO 83731  
PHONE: 468-8888  
FAX: 468-8892

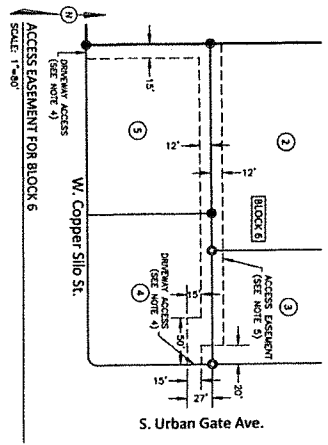
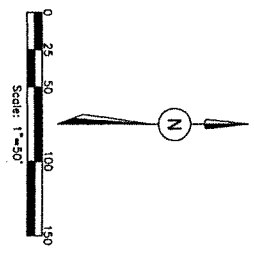
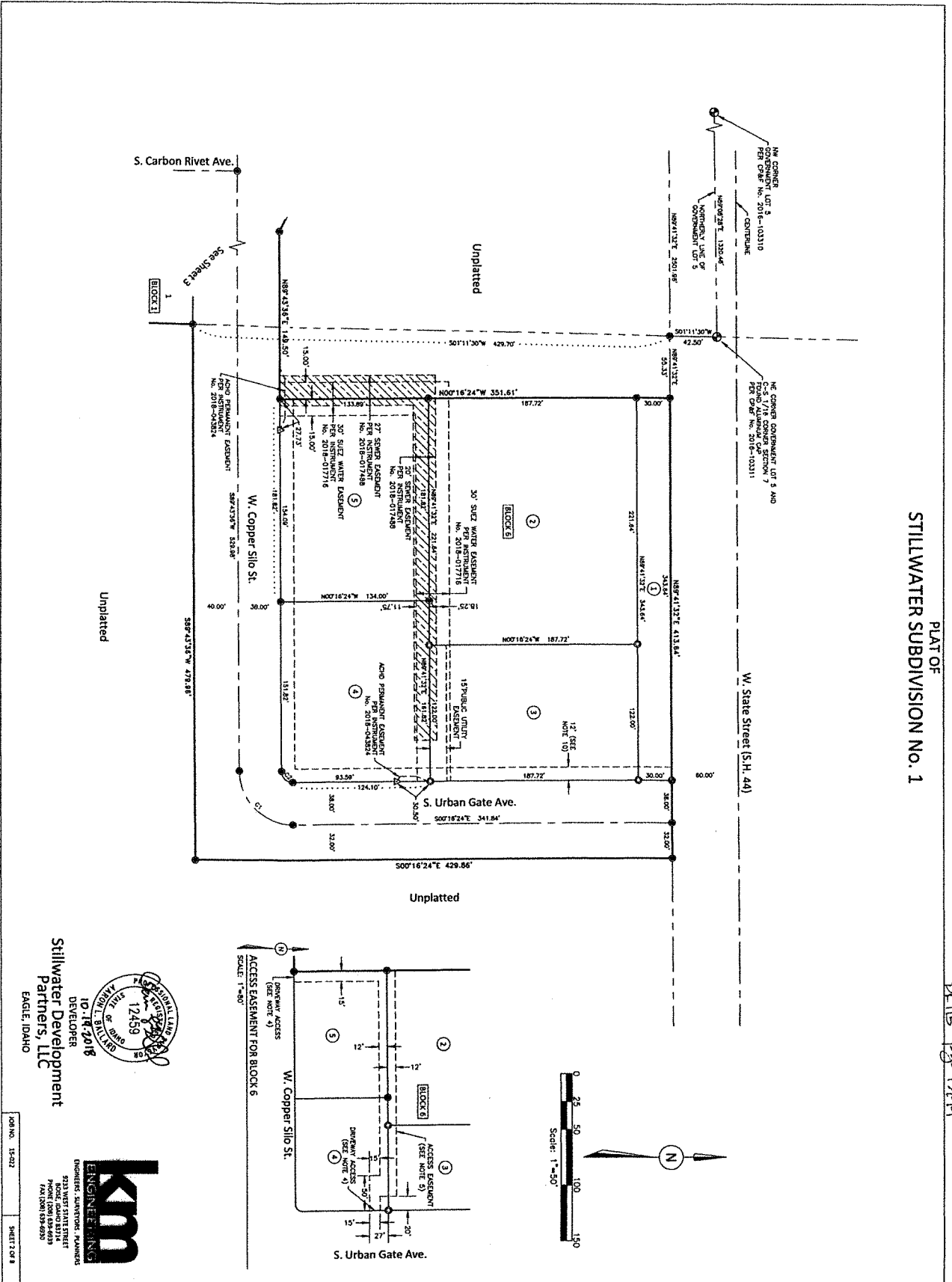
DATE: 10/23

SHEET: 6 OF 8



PLAT OF  
STILLWATER SUBDIVISION NO. 1

PL 115 P-1749

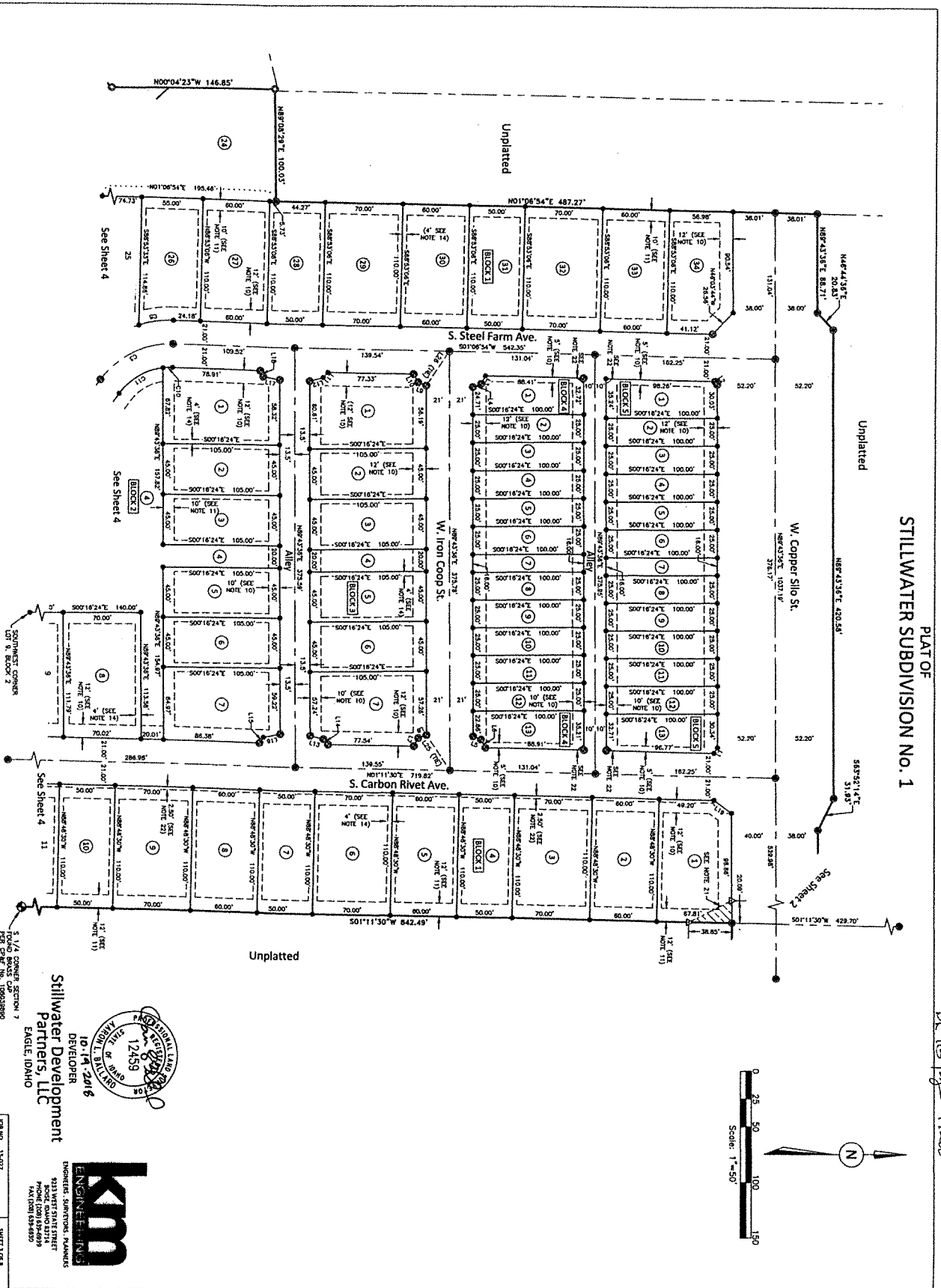


  
 DEVELOPER  
 Stillwater Development  
 Partners, LLC  
 EAGLE, IDAHO


  
 ENGINEERING  
 5113 WEST STATE STREET  
 BOISE, IDAHO 83726  
 P: (208) 339-6930  
 F: (208) 339-6932

JOB NO. 15-022 SHEET 048

PLAT OF  
STILLWATER SUBDIVISION NO. 1

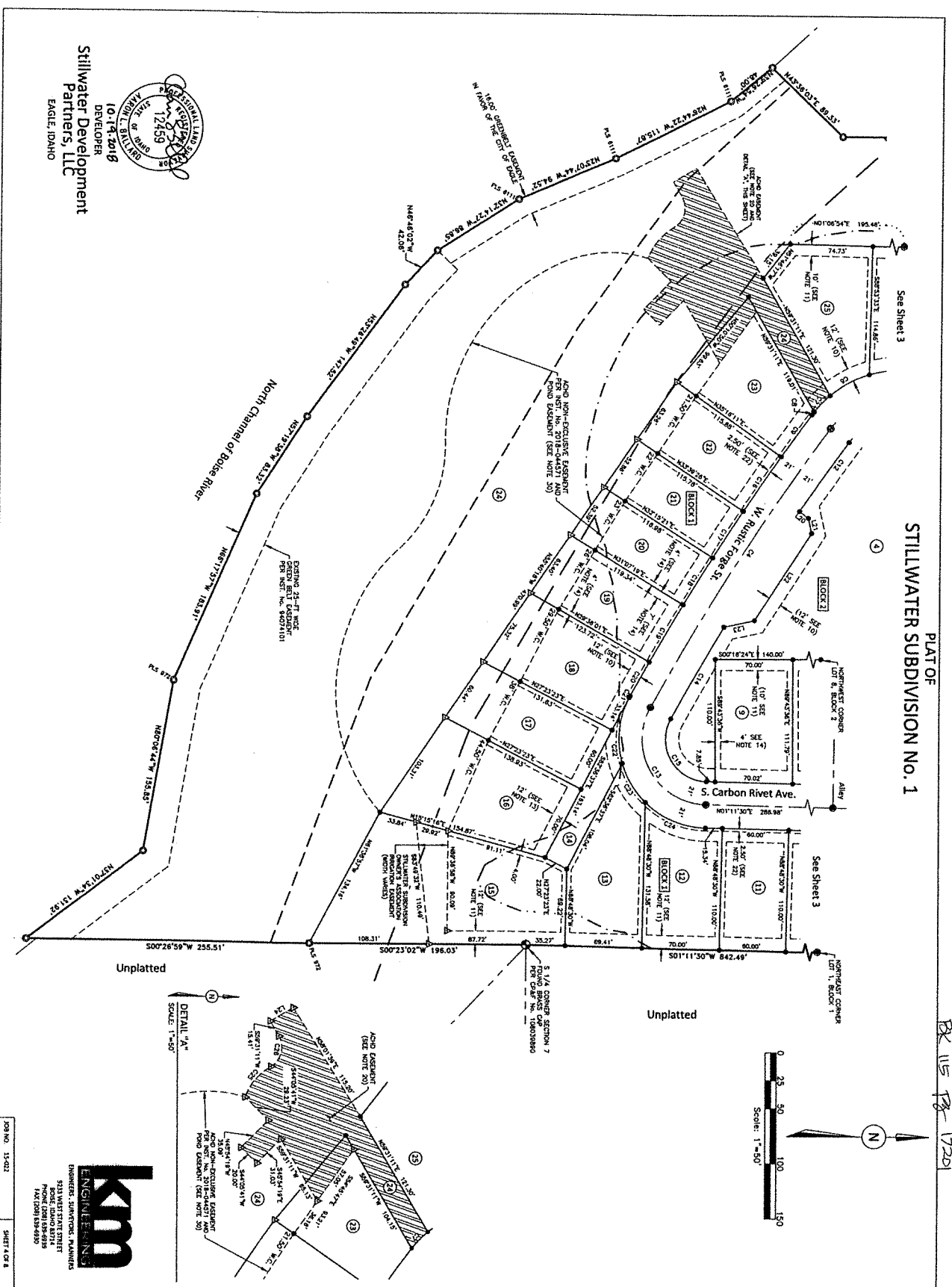


PK 115 17-17200


  
**K&M ENGINEERS, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS  
 4311 WEST STATE STREET  
 SUITE 1000  
 OKLAHOMA CITY, OKLAHOMA 73107  
 PHONE: (405) 948-8800  
 FAX: (405) 948-8800

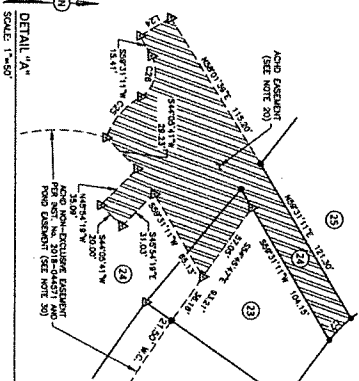
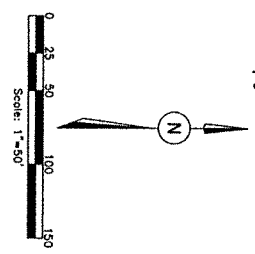
**Stillwater Development Partners, LLC**  
 DEVELOPER  
 10-14-2016  
 EAGLE, OKLAHOMA

SHEET NO. 15-021  
 SHEET 1 OF 8



PLAT OF  
STILLWATER SUBDIVISION NO. 1

  
Stillwater Development  
Partners, LLC  
DEVELOPER  
10-14-2018  
EAGLE, IDAHO



**km** ENGINEERS, INC.  
NANCY S. SHARP, REGISTERED PROFESSIONAL ENGINEER  
12459  
STILLWATER TRIBUTARY  
BOISE, IDAHO 83714  
PHONE: (208) 533-9933  
FAX: (208) 533-9930  
JOB NO. 15-002 SHEET 4 OF 8

BK 115 pg 1720

PLAT OF  
STILLWATER SUBDIVISION No. 1

BR 115 17-17202

NOTES

1. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH EAGLE CITY CODE, IN EFFECT AT THE TIME OF A BUILDING PERMIT, OR AS OTHERWISE APPROVED IN THE DEVELOPMENT PERMIT.
2. REQUIREMENT OF THIS PROPERTY SHALL BE IN CONFORMANCE WITH THE CITY OF EAGLE ZONING ORDINANCE OR AS PER THE APPLICABLE APPROVED DEVELOPMENT AGREEMENT.
3. ANY RESERVATION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESERVATION.
4. EGRESS FROM THIS PLAT SHALL BE MADE BY THE STATE STREET (APRWAY 44) IS PROHIBITED, DIRECT LOT ACCESS TO S. URBAN DRIVE AND W. COPPER SLD. ST. IS PROHIBITED EXCEPT BY THE CITY OF EAGLE.
5. AN ACCESS EASEMENT IS HEREBY DEDICATED TO LOTS 2 THROUGH 9, BLOCK 6 AS SHOWN HEREON.
6. THE DEVELOPMENTER'S OBLIGATION TO PROVIDE FOR THE INSTALLATION OF STAIRS AND WALKWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF EAGLE STANDARDS AND SHALL BE MAINTAINED AND OPERATED BY THE DEVELOPER.
7. THE DEVELOPMENTER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A GAS SERVICE, WATER SERVICE, AND SEWER SERVICE TO EACH LOT OR COMMON AREA.
8. LOTS 14 AND 24, BLOCK 2, LOT 4, BLOCK 3, LOT 7, BLOCK 4, LOT 7, BLOCK 5 AND LOT 1, BLOCK 5 ARE COMMON LOTS. THESE COMMON LOTS AND THE INTERESTS THEREIN SHALL BE OWNED AND MAINTAINED BY THE STILLWATER SUBDIVISION OWNERS' ASSOCIATION.
9. PUBLIC UTILITY LINES SHALL BE EITHER ABOVE OR BELOW THE GRADE OF THE SURFACE OF THE PLAT. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ANY ABOVE-GRADE LINES.
10. UNLESS SHOWN OTHERWISE, ALL LOT LINES COMMON TO THE PUBLIC UTILITY OWNERS' ASSOCIATION SHOWN HEREON.
11. UNLESS SHOWN OTHERWISE, ALL REAL LOT LINES OF ALL INTERESTING LOTS WITHIN BLOCKS 1 AND 2 HAVE A TEN (10) FOOT WIDE EASEMENT HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER MAIN.
12. NOT USED.
13. UNLESS SHOWN OTHERWISE, ALL LOT LINES COMMON TO THE PUBLIC UTILITY OWNERS' ASSOCIATION SHOWN HEREON.
14. UNLESS SHOWN OTHERWISE, ALL INTERESTING LOTS OF ALL RESERVATIONS, WITHIN BLOCKS 1, 2 AND 3 HAVE A FOUR (4) FOOT WIDE EASEMENT, EACH SIDE, HEREBY RESERVED FOR STILLWATER SUBDIVISION OWNERS' ASSOCIATION. PUBLIC UTILITIES ARE TO BE MAINTAINED AND OPERATED BY THE CITY OF EAGLE.
15. UNLESS SHOWN OTHERWISE, ALL INTERESTING LOTS WITHIN BLOCKS 4, 5 AND 6 WILL NOT HAVE AN EASEMENT.
16. A PORTION OF LOTS 15-23 AND A PORTION OF LOT 23, BLOCK 1 ARE SUBJECT TO AN EASEMENT FOR STILLWATER SUBDIVISION OWNERS' ASSOCIATION HERON AND BOWLER AS SHOWN HEREON.
17. NO ADDITIONAL DOMESTIC WATER SERVICES SHALL BE INSTALLED BEYOND THE WATER SERVICE APPROVED IN THE SANITARY RESTRICTION RELEASE.
18. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
19. REFERENCED IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
20. A PORTION OF LOT 24, BLOCK 1 IS SUBJECT TO AND CONTAINS THE LOCAL STORM WATER DRAINAGE SYSTEM. THE LOT IS ENCOURAGED BY THAT CERTAIN PART AND/OR PORTION OF LOT 24, BLOCK 1 IS SUBJECT TO AND CONTAINS THE LOCAL STORM WATER DRAINAGE SYSTEM. THE LOT IS ENCOURAGED BY THAT CERTAIN PART AND/OR PORTION OF LOT 24, BLOCK 1 IS SUBJECT TO AND CONTAINS THE LOCAL STORM WATER DRAINAGE SYSTEM. THE LOT IS ENCOURAGED BY THAT CERTAIN PART AND/OR PORTION OF LOT 24, BLOCK 1 IS SUBJECT TO AND CONTAINS THE LOCAL STORM WATER DRAINAGE SYSTEM. THE LOT IS ENCOURAGED BY THAT CERTAIN PART AND/OR PORTION OF LOT 24, BLOCK 1 IS SUBJECT TO AND CONTAINS THE LOCAL STORM WATER DRAINAGE SYSTEM.
21. LOT 1, BLOCK 1 IS SUBJECT TO A SANITARY SEWER EASEMENT IN FAVOR OF EAGLE SEWER DISTRICT AS SHOWN ON SHEET 3.
22. ACHD PERMITS EASEMENT FOR INSTRUMENT No. 2018-04424, RECORDS OF ADA COUNTY, IAWO.
23. LOT 14, BLOCK 1 IS SUBJECT TO A BANKER EASEMENT FOR INSTRUMENT No. 2018-04384, RECORDS OF ADA COUNTY, IAWO.
24. THIS SUBDIVISION IS SUBJECT TO AN ACHD LICENSE AGREEMENT FOR INSTRUMENT No. 2018-04384, RECORDS OF ADA COUNTY, IAWO.
25. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE.
26. LOT 14, BLOCK 1 IS A COMMON LOT. THIS COMMON LOT IS SUBJECT TO A BANKER EASEMENT FOR INSTRUMENT No. 2018-04384, RECORDS OF ADA COUNTY, IAWO.
27. THERE SHALL BE A 25.00 FOOT WIDE PERMANENT ZONE EASEMENT ADJACENT TO THE NEAR HIGH WATERMARK OF THE BOIST RIVER, WITHIN THIS SUBDIVISION, THAT SHALL BE MAINTAINED AND OPERATED BY THE DEVELOPER. THIS EASEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE CITY OF EAGLE STANDARDS AND SHALL BE MAINTAINED AND OPERATED BY THE DEVELOPER.
28. RESERVATION WATER HAS BEEN PROVIDED FROM BULLWATER LOTS COMPANY IN COMPLIANCE WITH DAVID COX SECTION 17-11-12(1)(b). WITHIN THIS SUBDIVISION, WILL BE MAINTAINED AND OPERATED BY THE DEVELOPER. THIS EASEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE CITY OF EAGLE STANDARDS AND SHALL BE MAINTAINED AND OPERATED BY THE DEVELOPER.
29. RESERVATION WATER HAS BEEN PROVIDED FROM BULLWATER LOTS COMPANY IN COMPLIANCE WITH DAVID COX SECTION 17-11-12(1)(b). WITHIN THIS SUBDIVISION, WILL BE MAINTAINED AND OPERATED BY THE DEVELOPER. THIS EASEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE CITY OF EAGLE STANDARDS AND SHALL BE MAINTAINED AND OPERATED BY THE DEVELOPER.
30. LOTS 15-23, BLOCK 1 ARE ADJACENT TO A FLOOD PLAIN. THESE LOTS AND A PORTION OF LOT 24, BLOCK 1 AND LOTS 1, 2 AND 3, BLOCK 1 ARE SUBJECT TO A FLOOD PLAIN. THESE LOTS AND A PORTION OF LOT 24, BLOCK 1 AND LOTS 1, 2 AND 3, BLOCK 1 ARE SUBJECT TO A FLOOD PLAIN. THESE LOTS AND A PORTION OF LOT 24, BLOCK 1 AND LOTS 1, 2 AND 3, BLOCK 1 ARE SUBJECT TO A FLOOD PLAIN.

CHORD	MAGN	LENGTH	DETA	CORNER	COORD
C1	48.00'	75.40'	90°00'00"	S54°43'33"W	87.88'
C2	18.00'	15.31'	90°00'00"	S54°43'33"W	14.14'
C3	78.00'	75.47'	S4°44'17"	S28°16'15"E	72.84'
C4	2238.00'	798.50'	73°35'18"	S57°27'19"E	289.28'
C5	100.00'	11.31'	177°58'24"	S75°11'18"E	31.18'
C6	100.00'	48.27'	255°0'28"	S28°21'43"E	48.00'
C7	100.00'	30.78'	115°3'20"	S45°51'08"E	20.74'
C8	2286.00'	47.27'	111°54'00"	S28°13'20"E	47.28'
C9	100.00'	3.17'	148°0'00"	S52°42'50"E	3.17'
C10	38.00'	8.32'	82°5'04"	S30°53'58"E	8.31'
C11	84.00'	44.88'	46°19'12"	S30°27'42"E	44.88'
C12	212.00'	78.37'	108°55'	S58°28'51"E	78.72'
C13	59.00'	121.02'	117°31'19"	H65°9'10"E	100.88'
C14	2218.00'	53.28'	227°41'	S60°0'24"E	50.28'
C15	38.00'	77.84'	117°31'19"	H65°9'10"E	64.88'
C16	2286.00'	60.00'	1131°18'	S58°34'50"E	60.00'
C17	2286.00'	30.00'	118°03'	S58°46'33"E	30.00'
C18	2286.00'	50.00'	118°03'	S58°14'30"E	50.00'
C19	2286.00'	60.00'	131°18'	S58°28'20"E	60.00'
C20	2286.00'	30.00'	023°18'	S58°50'37"E	30.00'
C21	80.00'	1.85'	119°21'	S61°36'56"E	1.85'
C22	80.00'	60.28'	433°152'	S84°22'34"E	58.33'
C23	80.00'	41.28'	253°22'	H65°04'19"E	40.83'
C24	80.00'	60.17'	430°38'	H62°44'19"E	58.76'
C25	34.00'	37.01'	381°158'	S50°07'48"E	34.28'
C26	20.00'	31.42'	90°00'00"	H73°28'49"W	28.28'

LINE	INSTANCE	Bearing
L1	3.94	N84°17'38"W
L2	3.34	S57°18'53"W
L3	8.22	S69°07'01"E
L4	8.16	S21°42'09"E
L5	7.68	N271°23"E
L6	8.37	H61°01'39"E
L7	8.39	S61°09'42"E
L8	7.68	N21°12'25"E
L9	6.39	H61°16'59"E
L10	6.39	H61°16'59"E
L11	6.22	S47°42'51"E
L12	12.28	S149°30"E
L13	12.28	H164°12"E
L14	6.35	N88°36'42"E
L15	6.20	S55°01'31"E
L16	13.25	S110°03"E
L17	13.18	S107°53"W
L18	5.90	N58°28'52"W
L19	18.70	N58°28'52"W
L20	10.10	N80°00'37"E
L21	13.80	H73°24'22"E
L22	84.10	S57°28'41"E
L23	27.98	S172°38"E
L24	21.00	N28°17'46"W
L25	38.10	S81°17'25"W
L26	37.06	S54°31'51"E



10-19-2018  
 DEVELOPER  
 Stillwater Development  
 Partners, LLC  
 EAGLE, INDIANA

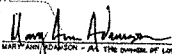




BK 115 p. 17204

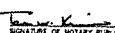
PLAT OF  
STILLWATER SUBDIVISION No. 1

  
STEVEN ADAMSON - AS THE OWNER OF LOT 5, BLOCK 6 ONLY

  
MARY ANN ADAMSON - AS THE OWNER OF LOT 5, BLOCK 6 ONLY

ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF ADA } SS  
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON March 27 2018, BY STEVEN ADAMSON AND MARY ANN ADAMSON, HUSBAND AND WIFE.

  
SIGNATURE OF NOTARY PUBLIC  
BY COMMISSION EXPIRES March 23, 2020  
Residing at: Malden, ID.

TED W. KIRGHART  
NOTARY PUBLIC  
STATE OF IDAHO



PLAT OF  
STILLWATER SUBDIVISION No. 1

PK 115 Pg 17205

**CERTIFICATE OF CITY ENGINEER**  
I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE EAGLE CITY RECORDS CONTAINING THIS PLAT HAVE BEEN FILED IN THE CITY ENGINEER'S OFFICE.

*Wesley M. Adams*  
CITY ENGINEER  
PE 16715  
10-31-2018

**APPROVAL OF CITY COUNCIL**  
I, THE UNDERSIGNED, CITY COUNCIL IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE EAGLE CITY RECORDS CONTAINING THIS PLAT HAVE BEEN FILED IN THE CITY ENGINEER'S OFFICE.



*Sharon K. Bergman*  
CITY CLERK  
EAGLE, IDAHO

**ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS**  
THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 20th DAY OF NOVEMBER, 2018.



*[Signature]*  
ADA COUNTY HIGHWAY DISTRICT

**CERTIFICATE OF COUNTY SUPERVISOR**  
I, THE UNDERSIGNED, COUNTY SUPERVISOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLETS WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

*Deborah A. Blalock*  
ADA COUNTY SUPERVISOR  
P255359



11-5-2018  
DATE



**HEALTH CERTIFICATE**  
SUNDRY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER, OR IN ACCORDANCE WITH SECTION 50-13-01, IDAHO CODE BY THE RECORDING OF A HEALTH CERTIFICATE OF APPROVAL.

*Ruth B. Bels*  
HEALTH OFFICER  
ADA COUNTY  
DISTRICT HEALTH OFFICER  
DATE 4/11/18

**CERTIFICATE OF THE COUNTY TREASURER**  
I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF STILLWATER SUBDIVISION NO. 1 WAS FILED AT THE OFFICE OF THE COUNTY CLERK IN EAGLE, IDAHO, ON THE 31st DAY OF OCTOBER, 2018, AND THAT THE COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

*Acting Treasurer Elizabeth M. Nunn*  
COUNTY TREASURER  
by *Deborah A. Blalock*  
Deputy Treasurer  
DATE 11-06-2018

**CERTIFICATE OF COUNTY RECORDER**

STATE OF IDAHO } ss  
ADA COUNTY }  
I HEREBY CERTIFY THAT THIS PLAT OF STILLWATER SUBDIVISION NO. 1 WAS FILED AT THE OFFICE OF THE COUNTY CLERK IN EAGLE, IDAHO, ON THE 31st DAY OF OCTOBER, 2018, AND WAS ONLY RECORDED AS BOOK 115 OF PLATS AT PAGES 17468 THRU 17225.  
INSTRUMENT NUMBER 2018-106265

*[Signature]*  
COUNTY RECORDER  
FEE \$ 41.00  
*Christina D. Bick*  
EX-OFFICIO RECORDER

OWNER  
Eli Price Development, LLC  
Eagle, ID



**KPM ENGINEERING**  
REGISTERED SURVEYORS, ENGINEERS  
9011 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE: (208) 333-9999  
FAX: (208) 333-9990

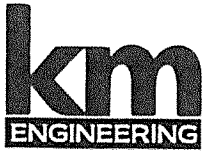


Exhibit 4  
Landscape Maintenance Easement

9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

April 6, 2016  
Project No.: 15-022  
Stillwater Subdivision  
Landscape Maintenance Easement

A parcel of land for the purpose of a 50-foot wide Landscape Maintenance Easement situated in a portion of the Southwest 1/4 of the Southeast 1/4 of Section 7, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the center of said Section 7, which bears N89°25'28"E a distance of 2,515.42 feet from a found aluminum cap monument marking the West 1/4 of said Section 7, thence following the easterly line of the Southwest 1/4 of said Section 7, S01°11'30"W a distance of 1,356.79 feet to a found 5/8-inch rebar on the southerly right-of-way line of State Highway 44;

Thence leaving said easterly line and following said southerly right-of-way line, N89°43'36"E a distance of 468.96 feet to the **POINT OF BEGINNING**.

Thence following said southerly right-of-way line, N89°43'36"E a distance of 50.00 feet to a point;  
Thence leaving said southerly right-of-way line, S00°16'24"E a distance of 480.00 feet to a point;

Thence S89°43'36"W a distance of 481.22 feet to a point;  
Thence S01°11'30"W a distance of 793.40 feet to a point;  
Thence S00°23'02"W a distance of 195.70 feet to a point;  
Thence S00°26'59"W a distance of 320.76 feet to a point on the high water line of the North Bank of the North Channel of the Boise River;  
Thence following said high water line, N37°01'34"W a distance of 82.18 feet to a point;  
Thence leaving said high water line, N00°26'59"E a distance of 255.51 feet to a found 5/8-inch rebar;  
Thence N00°23'02"E a distance of 196.03 feet to a found brass cap monument marking the South 1/4 corner of said Section 7;  
Thence following the westerly line of the Southeast 1/4 of said Section 7, N01°11'30"E a distance of 842.49 feet to a point;  
Thence leaving said westerly line, N89°43'36"E a distance of 479.96 feet to a point;  
Thence N00°16'24"W a distance of 430.00 feet to the **POINT OF BEGINNING**.

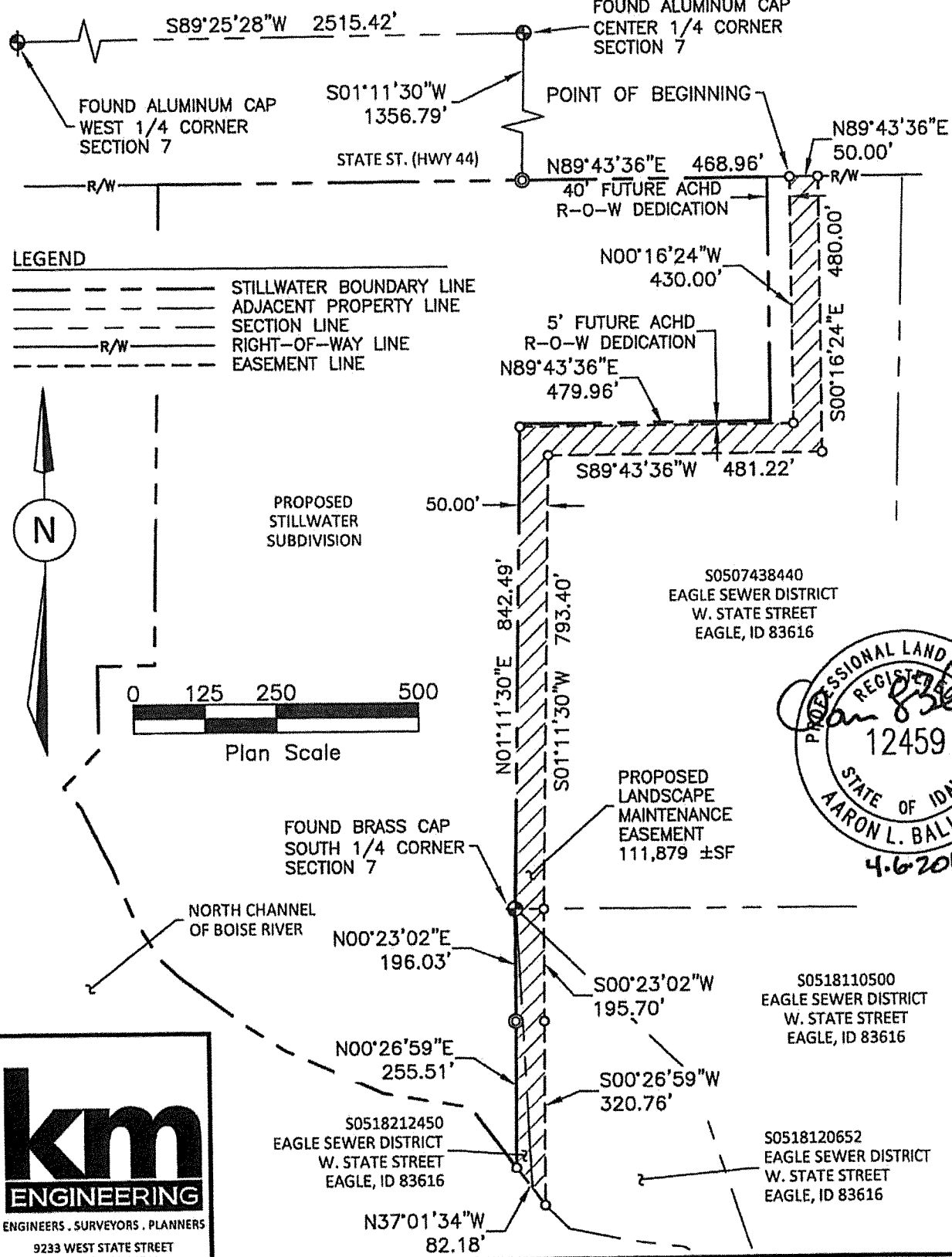
Said parcel contains a total of 2.568 acres, more or less, and is subject to all easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part of.





P:\15-022\CAD\SURVEY\EXHIBITS\15-022 LANDSCAPE EASEMENT.DWG, AARON BALLARD, 4/6/2016, KYOCERA TASKALFA 4550CI KX.PC, ---

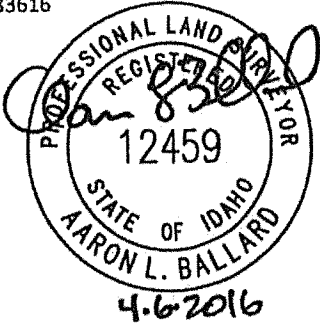


**LEGEND**

- STILLWATER BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE



Plan Scale

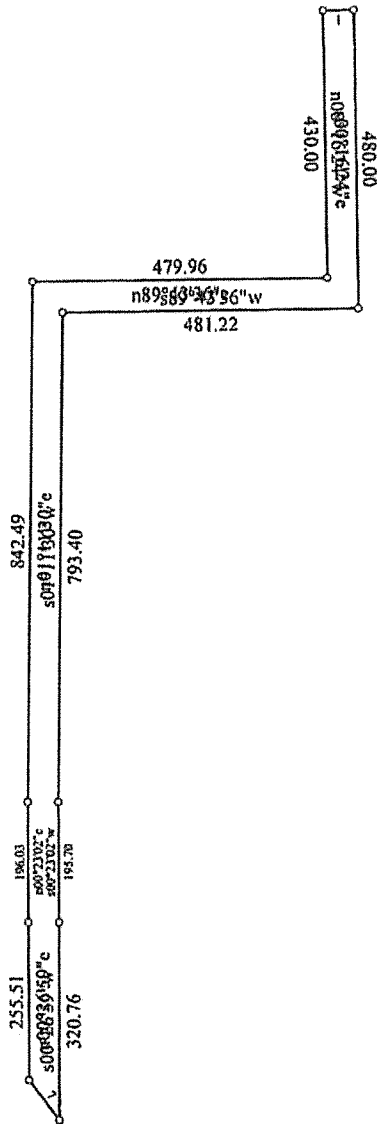


**km**  
**ENGINEERING**  
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 9233 WEST STATE STREET  
 BOISE, IDAHO 83714  
 PHONE (208) 639-6939  
 FAX (208) 639-6930

DATE:	4/6/2016
PROJECT:	15-022
SHEET:	1 OF 1

**EXHIBIT B  
STILLWATER SUBDIVISION**

**LANDSCAPE MAINTENANCE EASEMENT**  
SW 1/4 SE 1/4 SEC 7, NW 1/4 NE 1/4 SEC 18, T4N., R1E., B.M. EAGLE, ADA COUNTY, ID



Title: 50-ft wide Landscape Maintenance Easement		Date: 04-06-2016
Scale: 1 inch = 300 feet	File:	
Tract 1: 2.568 Acres: 111879 Sq Feet: Closure = s26.3311w 0.00 Feet: Precision >1/999999: Perimeter = 4607 Feet		
001=n89.4336e 50.00	006=s00.2659w 320.76	011=n89.4336e 479.96
002=s00.1624e 480.00	007=n37.0134w 82.18	012=n00.1624w 430.00
003=s89.4336w 481.22	008=n00.2659e 255.51	
004=s01.1130w 793.40	009=n00.2302e 196.03	
005=s00.2302w 195.70	010=n01.1130e 842.49	