

FIRST ADDENDUM
to
DRAINAGE AGREEMENT
by and between
ADA COUNTY DRAINAGE DISTRICT NO. 3
and
BOISE VIEWS LLC

THIS FIRST ADDENDUM TO DRAINAGE AGREEMENT (this “First Addendum”) is entered into by and between the Ada County Drainage District No. 3, a quasi-municipal corporation organized under the laws of the state of Idaho, Chapter 29, Title 42, Idaho Code (“District”) and Boise Views LLC, a Colorado limited liability company, its successors and assigns, (“Developer”), and Wright Brothers, the Building Company, Eagle LLC (“Contractor”) collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

1. Developer owns that certain real property with an address of 118 E. Pennsylvania Street and 112 E. Boise Avenue in Boise City, Ada County, Idaho, parcel nos. S1023120716 and S1023120760, respectively (hereinafter collectively referred to as “Property”); and
2. Developer plans to redevelop the Property into townhomes (hereinafter the “Development Project”). As part of the Development Project, Developer relocated the District’s Drain B drainpipe and the associated drainage system, including piping and infrastructure, that passes through the Property (hereinafter the “Drainage Facility”); and
3. District’s drainage easement/right-of-way traverses through the Development Project, and provides drainage upstream and downstream from the Property and on the adjacent properties; and
4. Developer provided District with a drain relocation concept, proposed drainage plan for the Development Project, and a Stormwater Pollution Prevention Plan outlining Best Management Practices during the demolition of the existing drain; and
5. Developer and District entered into that certain Drainage Agreement dated July 13th, 2022, attached hereto and incorporated herein as **Exhibit A**, outlining the terms and conditions of the Developer’s relocation of the Drain B and the required construction specifications for such relocation; and
6. During construction of the Development Project, it was discovered that the engineering design requirements, as specified in the Drainage Agreement, were not adhered to as required; and
7. Based on the nature and circumstances of construction, it was not feasible to revisit the design requirements related to Drain B, and instead the Developer and Contractor desire to

provide additional installation assurance to guarantee the construction related to the engineering design requirements that were not originally followed; and

8. The Parties therefore agree to this First Addendum to supplement the original Drainage Agreement and provide installation assurances related to the relocation of the District's Drain B.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the District, Developer, and Contractor, agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

A. PURPOSE OF FIRST ADDENDUM. Pursuant to the Drainage Agreement, the Developer, and thereby through its Contractor, were to conduct certain integrity and compaction testing on the relocated Drain B, once Drain B was relocated. However, it was discovered after relocation was completed, that the integrity and compaction testing were not conducted on Drain B. Being that it would not be feasible to complete the required testing now that the relocation is complete, the Parties agree to provide certain additional assurances to ensure that the construction and relocation of Drain B meets the standards outlined in the Drainage Agreement.

B. EXTENDED WARRANTY. Section F of the Drainage Agreement provides that Developer will warrant the materials and workmanship employed in the construction of the new Drainage Facility, including Drain B, shall be good and sound, and shall conform to generally accepted standards within the construction industry. The warranty was initially for a period of one (1) year after acceptance of the improvements by the District. Based on the failure to conduct the testing as required, the Developer and Contractor do hereby provide an extended warranty as it relates to the construction and relocation of Drain B, through December 31, 2024. Contractor agrees to make all necessary repairs to correct any deficiencies that become apparent in the new Drain B within this extended warranty period, through December 31, 2024. Nothing about this amendment changes Developer's ongoing maintenance requirements related to Drain B beyond this extended warranty period through December 31, 2024, and Developer shall be responsible for any necessary repairs to Drain B within the Property beyond December 31, 2024.

C. CAMERA INSPECTION. Based on the failure to complete the testing as required by the design drawings and plans incorporated into the Drainage Agreement, the Contractor hereby agrees to conduct a camera inspection of Drain B to ensure proper installation. Following the end of the 2023 irrigation season around mid-October and prior to December 1, 2023, Contractor will complete a camera inspection of the installed Drain B line with the District's Engineer, or designated representative, being present. A minimum of seven (7) days' notice will be required prior to undertaking the camera inspection to ensure that the District's Engineer is able to attend the inspection or send a designated representative.

D. ALL OTHER TERMS TO REMAIN. All other terms and conditions of the Drainage Agreement, not otherwise amended as provided herein this First Addendum, shall remain in full force and effect and shall be binding upon the Parties as if set forth in full herein. Capitalized terms used but not defined in this First Addendum shall have the same meanings ascribed for such capitalized terms in the Drainage Agreement.

[signatures on following page]

This Agreement is effective as of the _____ day of _____, 2023.

DRAINAGE DISTRICT NO. 3

By _____
Steve Sweet, Chair

ATTEST:

Secretary

BOISE VIEWS, LLC

By:  _____ 9/6/23
Manager

WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE LLC


By:  _____
Manager 9/6/2023

EXHIBIT A TO THE FIRST ADDENDUM
EXECUTED DRAINAGE AGREEMENT

DRAINAGE AGREEMENT

THIS DRAINAGE AGREEMENT (“AGREEMENT”) is entered into by and between Drainage District No. 3 of Ada County, Idaho, a quasi-municipal corporation organized under the laws of the State of Idaho, Chapter 29, Title 42, Idaho Code (“District”), and Boise Views LLC, a Colorado limited liability company, its successors and assigns (“Developer”), hereinafter, collectively, referred to as “Parties.”

RECITALS

1. The District was organized to drain, reclaim, and protect lands within its boundaries in order to promote the public’s health, convenience, and welfare. The District owns and operates, among other facilities, Drain B in southeast Boise along with a public right-of-way easement through which Drain B passes.

2. Developer owns that certain real property with an address of 118 E. Pennsylvania Street and 112 E. Boise Avenue in Boise City, Ada County, Idaho, parcel nos. S1023120716 and S1023120760, respectively, described in **Exhibit A** and generally depicted on **Exhibit B** attached hereto (hereinafter collectively referred to as “Property”).

3. Developer plans to redevelop the Property into townhomes (hereinafter the “Development Project”). As part of the Development Project, Developer plans to relocate the drainpipe and/or realign a section of Drain B and the associated drainage system, including piping and infrastructure, that passes through the Property (hereinafter the “Drainage Facility”), as further described in the proposed drainage plan attached hereto as **Exhibit C**. The plans and specifications of the Drainage Facility as depicted on **Exhibit C** contain references to “SD” or “Storm Drain.” It should be noted that these references to SD or Storm Drain refer to the District’s Drainage Facilities.

4. District’s drainage easement/right-of-way traverses through the Development Project, as well as continuing to provide drainage upstream and downstream from the Property and on the adjacent properties. As part of the Development Project, Developer also plans to construct and install various landscaping and on-site features, as more particularly described in **Exhibit C**.

5. The Board of Commissioners of the District, at their meeting of February 10, 2022, conceptually reviewed Developer’s proposed drainage plan and provided preliminary feedback on the terms and conditions that would be necessary for the District to approve the drainage plans and enter into a drainage agreement.

6. Developer representatives, consultants, contractors, and subcontractors, Developer’s counsel, District Counsel, and District Engineer have met on several occasions, exchanged information concerning the drainage plan, drainage relocation, and related activity to reach an understanding on the Development Project and the role of the District and the Developer.

7. Developer has provided District with a drain relocation concept and proposed drainage plan for the Development Project and a Stormwater Pollution Prevention Plan outlining Best Management Practices during the demolition of the existing drain.

8. The Parties wish to execute this Agreement to set forth their respective rights and responsibilities concerning Developer's proposed relocation, piping, tiling, and realignment of Drain B on the Property along with the ongoing operation and maintenance that Developer will be required to provide for Drain B and the District's associated easement and right-of-way.

AGREEMENT

In consideration of the above recitals, which are hereby incorporated as binding provisions in this Agreement, and the mutual promises and obligations contained herein, and other good and valuable consideration, the District and Developer hereby covenant and agree as follows:

A. Intent of the Parties

The Parties agree the intent and purpose of this Agreement are to provide the following:

1. Mitigation and remediation of the current condition of Drain B as it traverses through the Property, which mitigation and remediation will benefit the Parties.

2. In consideration of the benefit to the District, District is willing to allow relocation, realignment, burying, and piping Drain B through the Property at Developer's cost.

3. Developer's commitment to construct the new Drainage Facility and landscaping in a manner which will continue to receive existing drainage in Drain B, including certain irrigation discharge and certain stormwater drainage and to avoid any impact on downstream or upstream properties currently served by Drain B as well as maintain responsibility for the landscaping and the new Drainage Facility as it traverses through the Property.

4. Developer proposes to commence construction on or before August 1, 2022, and complete construction of the Drainage Facility in order for the newly constructed Drain B to receive drainage on or before September 5, 2022. The foregoing dates are subject to labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions, or other causes beyond the Developer's control (collectively, "Force Majeure").

B. District Approval of Drainage Plan

1. The District hereby approves Developer's proposed drainage plan, subject to the conditions set forth and/or referenced herein. Construction, relocation, realignment, operation, maintenance, and repair of the Drainage Facility on the Property shall be Developer's sole responsibility and at Developer's sole expense. If any repair, replacement, improvement, and reconstruction of said Drainage Facility on the Property is required and the District is required to cause the same to be repaired, replaced, improved, and reconstructed because the Developer has failed to do so after thirty (30) days prior written notice from the District to Developer, the costs thereof shall be billed to Developer and its successors and assigns.

Developer shall be responsible for operating and maintaining the Drainage Facility on the Property.

2. As a condition precedent to the District's obligations herein, Developer has provided a final set of drainage design plans to the District for formal review. The final set of drainage design plans have been sealed and dated by a professional engineer, and any plans that depict property lines shall be sealed and dated by a professional land surveyor or equivalent. The final set of drainage design plans shall include the following information:

- a. A metes and bounds description of the current physical location of the Drainage Facility.
- b. A metes and bounds description of the District's drainage easement/right-of-way that exists on the Property.
- c. A metes and bounds description of the proposed location for the realigned Drainage Facility on the Property, including a general access easement allowing the District access during construction and after construction for the purpose of accessing the existing and relocated Drainage Facility, which description shall be formatted so as to be recordable with the Ada County Recorder's Office.
- d. Developer shall provide a Stormwater Pollution Prevention Plan ("SWPPP") which will address activities related to the closure of Drain B to allow for the demolition of existing Drain B and removal of materials related to the demolition of Drain B. The SWPPP shall include Best Management Practices ("BMPs") to limit any discharge downstream from the Site and identifying Drain B as a receiving water in the SWPPP and included in the narrative of the SWPPP. Developer shall be responsible for filing the SWPPP with any other appropriate governmental entity and to comply with such governmental entity's requirements.
- e. Developer has proposed certain landscaping and features within the District's easement and right-of-way. This landscaping and features include plants and shrubs, small trees, sidewalk paths, curb walls, and removable fencing. In exchange for the ability to place such landscaping and features within the District's easement and right-of-way, Developer has agreed to assume all responsibility and maintenance of any kind related to the District's easement and right-of-way on the Property. Should the District require this landscaping be removed or disturbed to facilitate maintenance or operation of Drain B or the easement and right-of-way, Developer shall be solely responsible for such cost and work related to this maintenance and operation. Nothing shall be permitted to be placed or constructed within the easement, by the Developer or any successor or assign, other than that specified in this Agreement and shown on the landscaping plans provided by the Developer and attached as Exhibit C.
- f. By this Agreement, District grants Developer a license to enter upon the District's current easement or right-of-way for purposes of removing the

existing Drain B and providing temporary drainage during such construction.

- g. Developer shall submit an updated construction schedule to the District for the Development Project no later than five (5) days prior to the commencement of construction and submit updates on a weekly basis through the removal of existing Drain B and the construction of the relocated Drain B. Upon completion of construction and satisfaction of applicable testing, of relocated Drain B and the Drainage Facilities, Developer shall submit updates on a monthly basis until the issuance of an occupancy certificate by the city of Boise.
- h. Developer and its engineer shall be responsible for the inspection of the work described in this Agreement and compliance with previously submitted materials and specifications. Developer and or Developer's engineer shall provide progress reports to District's engineer on a weekly basis. Should District's engineer determine any work or activity does not conform with previously submitted materials or specifications, District's engineer shall notify District's legal counsel who shall then notify Developer in writing of any needed corrected work or construction.

District's approval of this Agreement and the various portions thereof are specifically conditioned on the ongoing submissions and reporting by Developer as stated herein.

3. Developer shall provide assurances to the District with respect to the flow and quality of drainage through Drain B on the Property both during construction and post-development. Should any issues arise as it relates to the flow of drainage through Drain B on the Property, Developer shall be responsible for remedying the issue to the satisfaction of the District and at the Developer's sole cost and expense.

4. Developer shall ensure that Drain B will continue to be capable of carrying the same amount of flow post-construction as it was capable of carrying pre-construction.

5. Developer shall ensure that all work done to relocate the drainpipe and/or realign the Drainage Facility and maintenance thereof along with landscaping is done in accordance with the requirements of the Boise Public Works Department or other Boise City Departments and all other applicable standards, including those standards required under the National Pollutant Discharge Elimination System (NPDES) permit to which the District is a signatory.

6. Developer has prepared a legal description and depiction of the new easement and right-of-way for the District's relocated easement that will be located on the Developer's Property, as shown on the attached **Exhibit D**. Based on the grant of this new relocated easement, the District shall vacate its current easement which traverses through the Developer's Property and as is described in the metes and bounds descriptions provided in the Amended Report of Commissioners and Petition for Confirmation, a copy of which is attached hereto as **Exhibit F**.

7. Developer guarantees that all relocation and realignment, as well as any construction by-pass, will occur on the Property and will not disturb or encroach on adjacent property. Developer shall not access the District's easement or right-of-way from any property other than the Property.

8. Developer shall ensure that the Drainage Facility is constructed, relocated, and/or realigned in accordance with the final drainage design plan, as approved by the District and attached as **Exhibit C**, subject to any conditions imposed by the District in writing which conditions must be satisfied in order to comply with this Agreement. Should it be necessary for access to the District's easement, Developer shall have installed a locking gate allowing access to the District's easement adjacent to the Property.

9. Upon approval of the final drainage design plans by the District, Developer shall obtain the District's written approval prior to any modification to those plans, which approval shall not be unreasonably withheld.

10. Developer shall, at its sole expense, comply with all laws, orders, and regulations of federal, state, and local authorities, and obtain all other licenses or permits that may be required to perform this Agreement and/or for any construction work subject to this Agreement.

11. Developer shall comply with all laws, rules, regulations, and orders of federal, state, and local authorities promulgated to provide and maintain maximum water quality for domestic, industrial, agricultural, manufacturing, municipal, and groundwater recharge purposes, to abate pollution of streams and lakes, to enhance and preserve the quality and value of the water resources of the state of Idaho, and to assist in the prevention, control, and abatement of water pollution, to the extent the same are applicable to Developer's activities contemplated by this Agreement.

12. Developer shall, at its own expense, install, construct, modify, and/or maintain any and all facilities that may be required by local, state, or federal authorities to prevent discharges of unlawful water pollution initiating from the Property.

13. The District, at all times, reserves the right to observe the in-progress construction, relocation, and/or realignment of the Drainage Facility to determine that such construction is performed in accordance with the drainage plan and the conditions referenced or contained herein.

14. This Agreement is subject to all applicable permits issued by the city of Boise and the Ada County Highway District.

15. Developer shall complete the construction and installation of the new Drainage Facility on or before September 5, 2022 subject to Force Majeure. The time-limits contained in this provision are subject to revision upon mutual agreement of the Parties to this Agreement.

C. Indemnity

1. Developer shall be solely responsible for any liability, cost, or loss incurred by the District as a result of: (1) injury to person or property caused by a lack of adequate drainage facilities upon the Property; or (2) injury to persons or property upon or adjacent to the Property caused by improper relocation, construction, or alteration of Drain B or the associated landscaping

or improper maintenance of the same and the portion of Drain B on the Property that the Developer is required by this Agreement to maintain.

2. Developer shall indemnify, save, defend, and hold the District harmless from and for any and all losses, claims, actions, or judgments for damages or injuries to persons or property and losses and expenses (hereinafter "Liability") caused by Developer, its employees, agents, business invitees, and independent contractors as a result of this Agreement or for the performance of the work involved as herein provided, including, but not limited to, relocation or removal of Drain B undertaken pursuant to this Agreement. Developer shall fully indemnify and hold the District harmless for any such Liability and shall pay the costs of defense (including the reasonable attorney fees of legal counsel acceptable to the District) of the District in any legal action or claim filed against the District involving any of the circumstances of this Agreement in connection with the Development Project.

3. Developer shall save and hold the District harmless of any liability or responsibility arising from Developer's activities that result in a violation of water quality standards imposed by federal, state, and local authorities.

In no event shall Developer's indemnity obligations in the Section C apply to losses, claims, actions, or judgments caused by the negligence or willful misconduct of the District.

D. Bodily Injury, Property Damage, and Workers' Compensation Insurance

Developer shall, or through its contractor shall, at its sole cost, obtain and maintain in force prior to commencement of construction through completion and inspection of the Development Project insurance of the following types, with limits not less than those set forth below with respect to the Development Project, and with the following requirements:

- a. Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than eighteen months following completion of the Development Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name the District, including its officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy. The required limits of liability may be achieved with an umbrella policy if the umbrella policy provides coverage at least as broad as the underlying Commercial General Liability policy.
- b. During the construction of the Development Project, Builder's Risk Insurance or equivalent upon the Development Project covering one hundred percent (100%) of the replacement cost of the Development

Project. This policy shall be written on a builder's risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the construction, temporary buildings, falsework, and construction in transit, and shall insure against at least the following perils: (i) fire; (ii) lighting; (iii) explosion; (iv) windstorm or hail; (v) smoke; (vi) aircraft or vehicles; (vii) riot or civil commotion; (viii) theft; (ix) vandalism and malicious mischief; (x) leakage from fire extinguishing equipment; (xi) sinkhole collapse; (xii) collapse; (xiii) breakage of building glass; (xiv) falling objects; (xv) debris removal; (xvi) demolition occasioned by enforcement of laws and regulations; (xvii) weight of snow, ice, or sleet; (xviii) weight of people or personal property;

- c. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance with minimum limits as required by law. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- d. Automobile Liability Insurance covering use of all, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.
- e. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of District. Developer hereby releases District, including its respective officers, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Development Project unless otherwise as the result of the negligence or willful misconduct of District or its commissioners, directors, and employees.
- f. Developer (or Developer's contractor(s), as applicable) shall provide certificates of insurance satisfactory in form to District (ACORD form or equivalent) evidencing that the insurance required above is in force. To the extent available on commercially reasonable terms, the policy will be endorsed to provide not less than thirty (30) days' written notice and will be given to District prior to any cancellation of the policies. Developer will provide evidence (by endorsement, if required) that the waivers of subrogation are in force. Developer (or Developer's contractor(s), as applicable) shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements required in this Agreement.

At District's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

- g. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to provide the identified insurance coverage in the state of Idaho. Further, all policies of insurance required hereunder shall cover the Property, if applicable.
- h. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by District. Developer's Commercial General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

E. Surety Bonds

The Developer hereby grants to the District, the Surety, as defined below, by way of performance bond, payment bond, or completion bond (collectively the "Bonds"), and relating to the agents, employees, and contractor of any of them, for the purpose of completing the relocation of Drain B contemplated by this Agreement. This Surety ensures the Developer, contractor, or subcontract, has completed the work within the time specified or any extension thereof granted by the District.

Developer and District acknowledge the submittal of the following:

- a. A Subdivision Improvements Performance Bond issued by Liberty Mutual, in the amount of Seventy-nine Thousand, Seven Hundred Forty-four Dollars (\$79,744) to the District as Oblige for completion of the removal, piping, and relocation of Drain B as described in this Agreement to be paid to District to assure such completion, a copy of which Completion Bond has been attached hereto and incorporated herein by reference as **Exhibit E**.

For purposes of this Section, the Subdivision Improvements Performance Bond is referred to as Surety.

Developer and/or its general contractor agrees to take all necessary steps to enforce the Bonds on behalf of the District to assure completion of the relocation of Drain B contemplated by this Agreement in the time and method specified.

Whenever the Developer shall be, and is declared by the District to be, in default of its obligations to complete the relocation of Drain B as contemplated by this Agreement, the Surety may remedy the default or shall complete such relocation in accordance with the terms and

conditions of this Agreement or obtain a bid or bids for submission to the District for completing such work in accordance with the terms and conditions of this Agreement and, upon determination by the District and Surety of the lowest responsible bidder, arrange for a contract with such bidder and the District and make available as work progresses, sufficient funds to pay the cost of completion of the relocation of Drain B described in this Agreement. If any deficiency between the amount expended by the District to complete the relocation of Drain B in accordance with the terms and conditions of this Agreement and the surety bond posted by the Developer, contractor, or subcontractors, the Developer shall be liable for any deficient amount and in the event of enforcement to collect, shall be liable for attorneys' fees and costs.

For purposes of this Agreement, the word "costs" shall include expenses for material, labor, and equipment necessary for the performance of this Agreement; expenses for District personnel, labor time incurred for collection, bidding processes, and other related expenses.

F. Warranty on Drainage Facility and Landscaping; and Record Drawings

Upon completion of the landscaping and Drainage Facility, Developer shall file Record Drawings with the District Engineer. Developer warrants that the materials and workmanship employed in the construction of the landscaping and new Drainage Facility shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the improvements by District, provided nothing herein shall limit the time within which District may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Developer's other obligations under the Agreement.

G. Covenants; Successors and Assigns; HOA

The rights, obligations, and duties described in this Agreement constitute an encumbrance running with the land and shall inure to and bind the Parties hereto, together with their respective heirs, representatives, successors, and assigns. Should Developer wish to assign its rights and responsibilities under this Agreement to any successor or assignee, or homeowner's association for the Property, Developer shall provide written notice of such assignment to the District and proof of assignment and assumption by the successor or assignee. Notwithstanding the foregoing, upon completion of the landscaping and Drainage Facility, Boise Views, LLC may assign all rights and obligations of "Developer" hereunder to a homeowner's association created for the Property, and upon such assignment Boise Views, LLC shall be released from all liability and obligations hereunder. It shall be the Developer's responsibility to ensure that the homeowner's association understands that should the Developer assign its responsibilities and obligations under the Drainage Agreement to the homeowner's association, the homeowner's association will be bound by the terms and conditions of the Drainage Agreement.

H. Attorney and Engineering Fees

In consideration of this Agreement, Developer agrees, upon demand from the District, to pay the District's attorney fees and costs and engineering fees and costs charged by the attorney

for the District or by the engineers for the District in connection with the negotiation and preparation of this Agreement.

District shall provide Developer with its invoices for fees and costs through completion of the construction related to the installation of the new Drainage Facility. Developer shall pay said amount within forty-five days of District sending the invoice. Upon request, District shall provide Developer with its then currently accrued amount for attorney's fees, engineering fees, and costs and an estimate through completion of construction of the new Drainage Facility. District acknowledges receipt of \$4,000.00 from Developer as security for the foregoing obligations.

In any action brought to enforce any of the terms or conditions of this Agreement, the successful or prevailing party in such action shall be entitled to receive its costs and expenses incurred, including reasonable attorney, accountant, engineering, and expert fees, whether such action be prosecuted to judgment or not.

I. Anti-Boycott Against Israel Certification

Developer hereby certifies pursuant to Section 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in a boycott of goods or services from Israel or territories under its control.

J. Memorandum of Agreement

The parties shall enter into a Memorandum of Agreement which shall summarize the pertinent terms and conditions of this Agreement and shall be recorded with the official records of Ada County.

K. Recording of Agreement

The District shall record the Memorandum of Agreement and easement as described in Section B(6), in the official records of Ada County, Idaho, upon Developer executing this Agreement. The District shall provide the Developer with conformed copies of the recorded instruments, as well as one executed original of all documents. Developer shall reimburse the District for the recording fees.

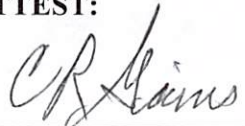
signatures on following page

This Agreement is effective as of the 13th day of July, 2022.

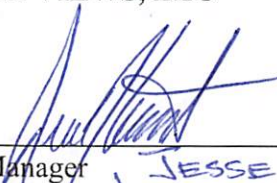
DRAINAGE DISTRICT NO. 3

By: 
Steve Sweet, Chair

ATTEST:


Secretary

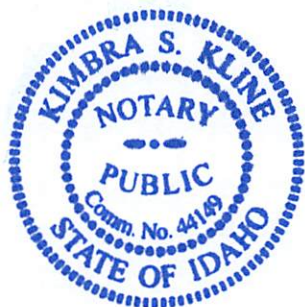
BOISE VIEWS, LLC

By: 
Manager, JESSE HAMILTON

STATE OF IDAHO)
) ss:
County of Ada)

On this 23rd day of August, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Steve Sweet, known or identified to me to be the Chair of the Board of Commissioners of DRAINAGE DISTRICT NO. 3, an Idaho quasi-municipal corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

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

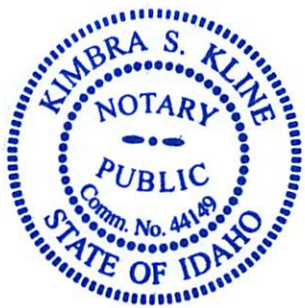


Kimbra S. Kline
Notary Public for Idaho
My Commission Expires: 3/31/2023

STATE OF IDAHO)
) ss:
County of Ada)

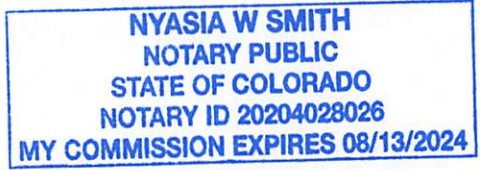
On this 10th day of November, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charles Gains, known or identified to me to be the Secretary of the Board of Commissioners of DRAINAGE DISTRICT NO. 3, an Idaho quasi-municipal corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

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



Kimbra S. Kline
Notary Public for Idaho
My Commission Expires: 3/31/2023

STATE OF Colorado)
) ss:
County of Arapahoe)



On this 13th day of JULY, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JESSE HAMILTON known or identified to me to be a manager of Boise Views, LLC, a Delaware limited liability company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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

Nyasia W Smith
Notary Public
My Commission Expires: 8/13/24

Exhibit A
Legal Description of Property

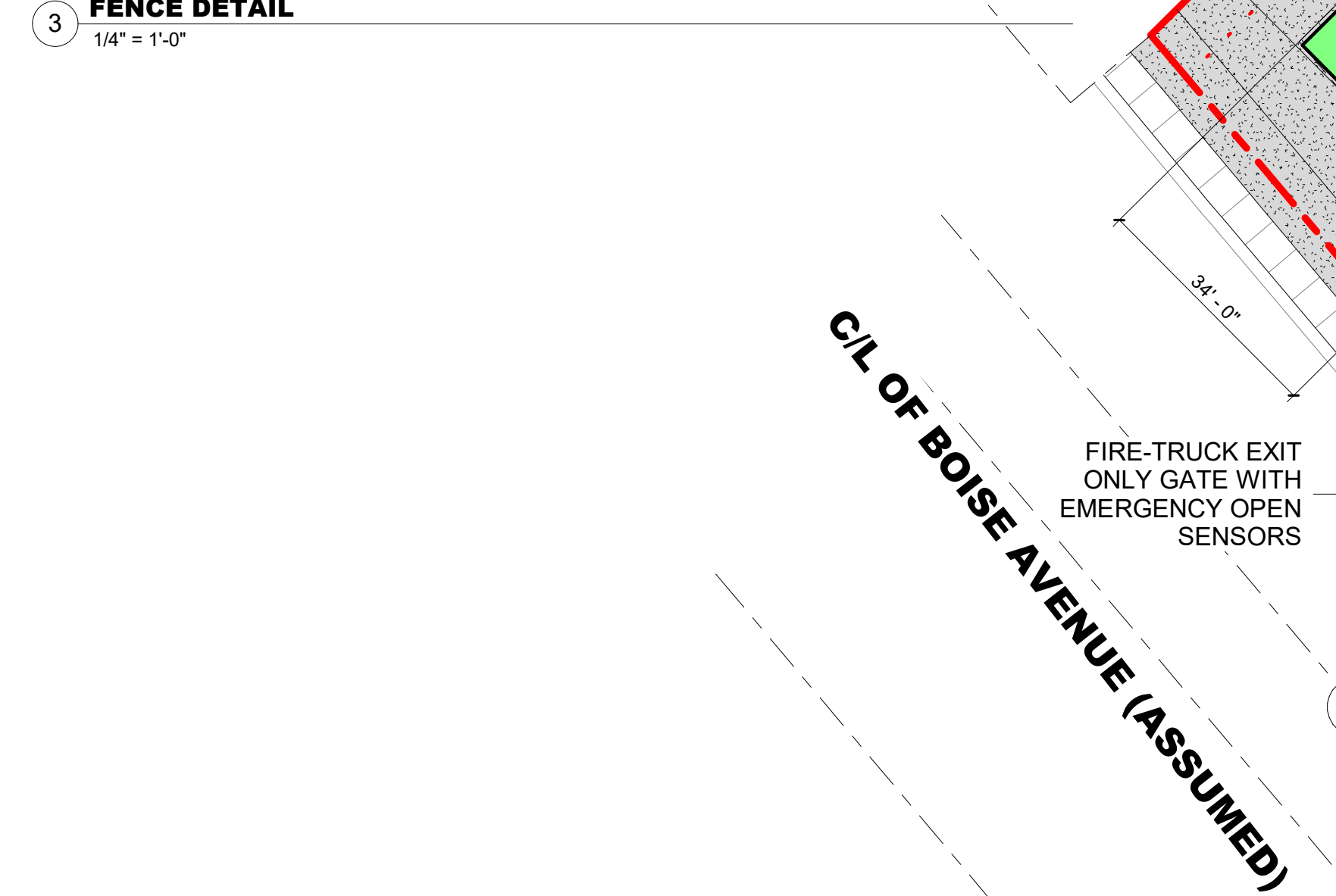
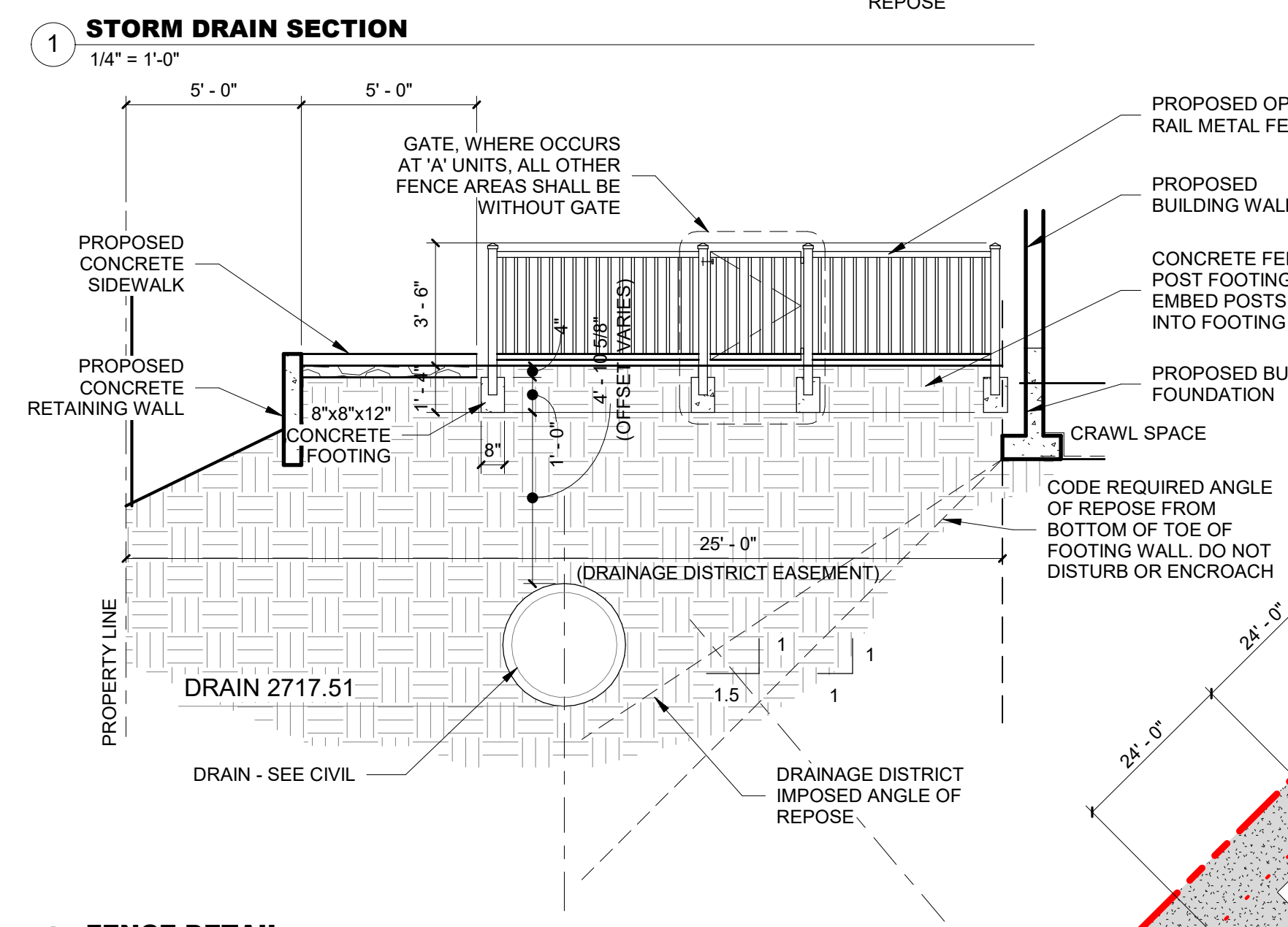
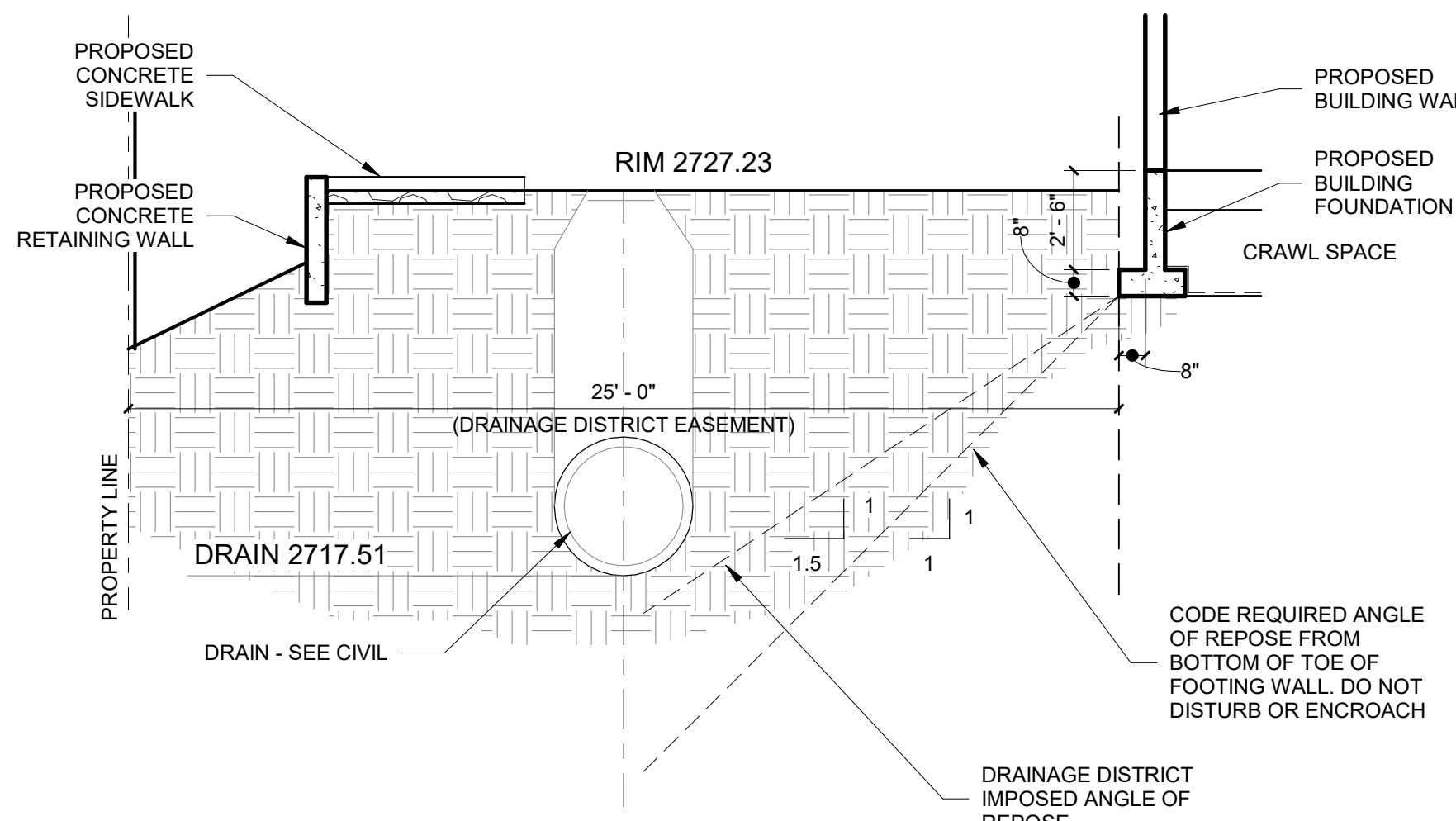
112 E Boise Ave: PAR #0760 OF NW4NE4 SEC 23 3N 2E

118 E Pennsylvania Street: PAR #0716 OF LOT 5 BLK 2 H G MYERS COUNTRY ACRES & OF
NW4NE4 SEC 23 3N 2E #120712-B #98014122 #98070730

Exhibit B
General Depiction of Property



Exhibit C
Drainage Plan



100 EAST BOISE AVENUE
S1023120853
ZONE : L-OD
ACRES : 1.18

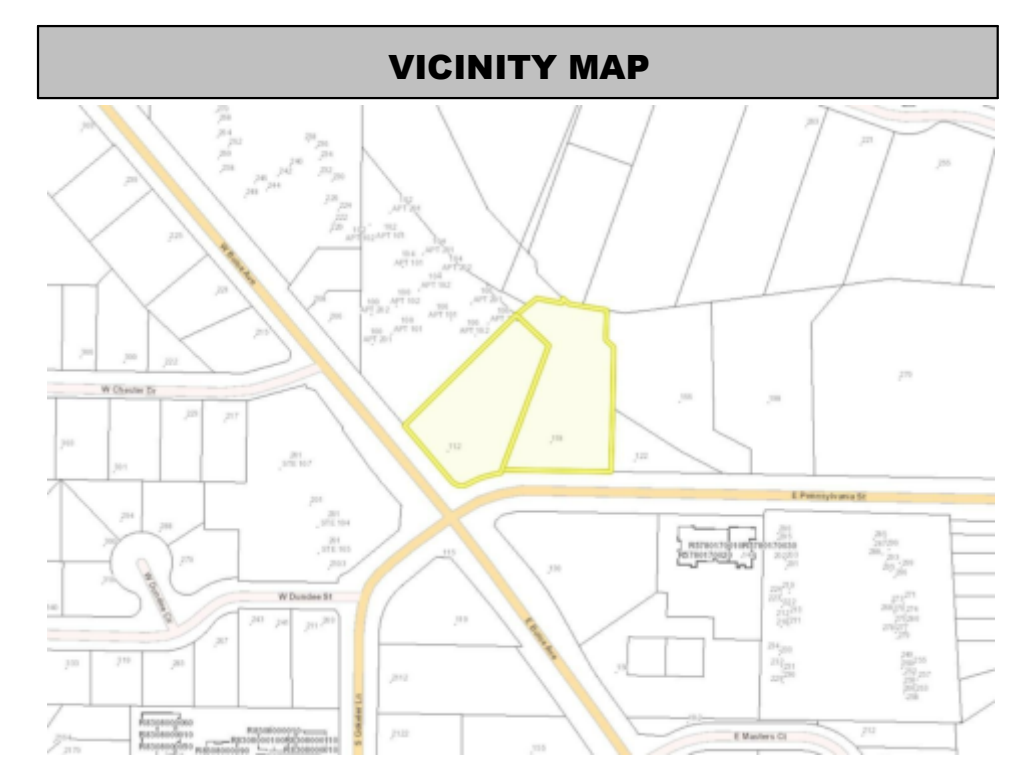
121 EAST PROVIDENT DRIVE
R5935000075
ZONE : R-1C
ACRES : 0.4

171 EAST PROVIDENT DRIVE
R5935000082
ZONE : R-1C
ACRES 1.1

166 EAST PENNSYLVANIA AVENUE
R1358190100
ZONE : R-2D
ACRES : 0.711

122 EAST PENNSYLVANIA AVENUE
S1023120675
ZONE : L-OD
ACRES : 0.167

| SITE ANALYSIS | | |
|---------------------------|--|---|
| ADDRESS : | 118 E PENNSYLVANIA STREET 112 E BOISE AVENUE | |
| ASSESSORS PARCEL NUMBER : | S1023120716 S1023120760 | |
| SUBDIVISION: | BOISE VIEWS (TBD) | |
| LEGAL DESCRIPTION: | -- | |
| JURISDICTION: | CITY OF BOISE | |
| ZONING : | L-OD | |
| SITE AREA : | 0.55 + 0.618 ACRES = 1.168 | |
| ACERAGE - | 50,878 SQUARE FEET | |
| | ALLOWED | PROVIDED |
| DENSITY : | 43.5 U/ACRE | 19.6 U/ACRE |
| UNIT TYPES | (11) 3-BEDROOM TOWNHOUSES (12) 4-BEDROOM TOWNHOUSES | |
| LOT COVERAGE: | PERCENTAGE | SQUARE FOOTAGE |
| PAVING: | 36.42% | 18,534 SQ. FT. |
| LANDSCAPE - | 29.23% | 14,875 SQ. FT. |
| BUILDING - | 34.33% | 17,469 SQ. FT. |
| HEIGHT: | MAXIMUM - | ACTUAL - |
| | 45'-0" | 38'-6" |
| SETBACKS: | REQUIRED | PROVIDED |
| BUILDING FRONT - | 10'-0" | 15'-0" |
| SIDE - | 15'-0" | 15'-0" |
| REAR - | 15'-0" | 20'-0" |
| PARKING FRONT STREET | 20'-0" | 60'-0" |
| SIDE | 10'-0" | 45'-0" |
| REAR | 10'-0" | 45'-0" |
| PARKING : | 40 SPACES | 46 SPACES (GARAGE) 5 SPACES (GUEST) 51 SPACES (TOTAL) |



CONCEPTUAL SITE PLAN - TOWNHOMES

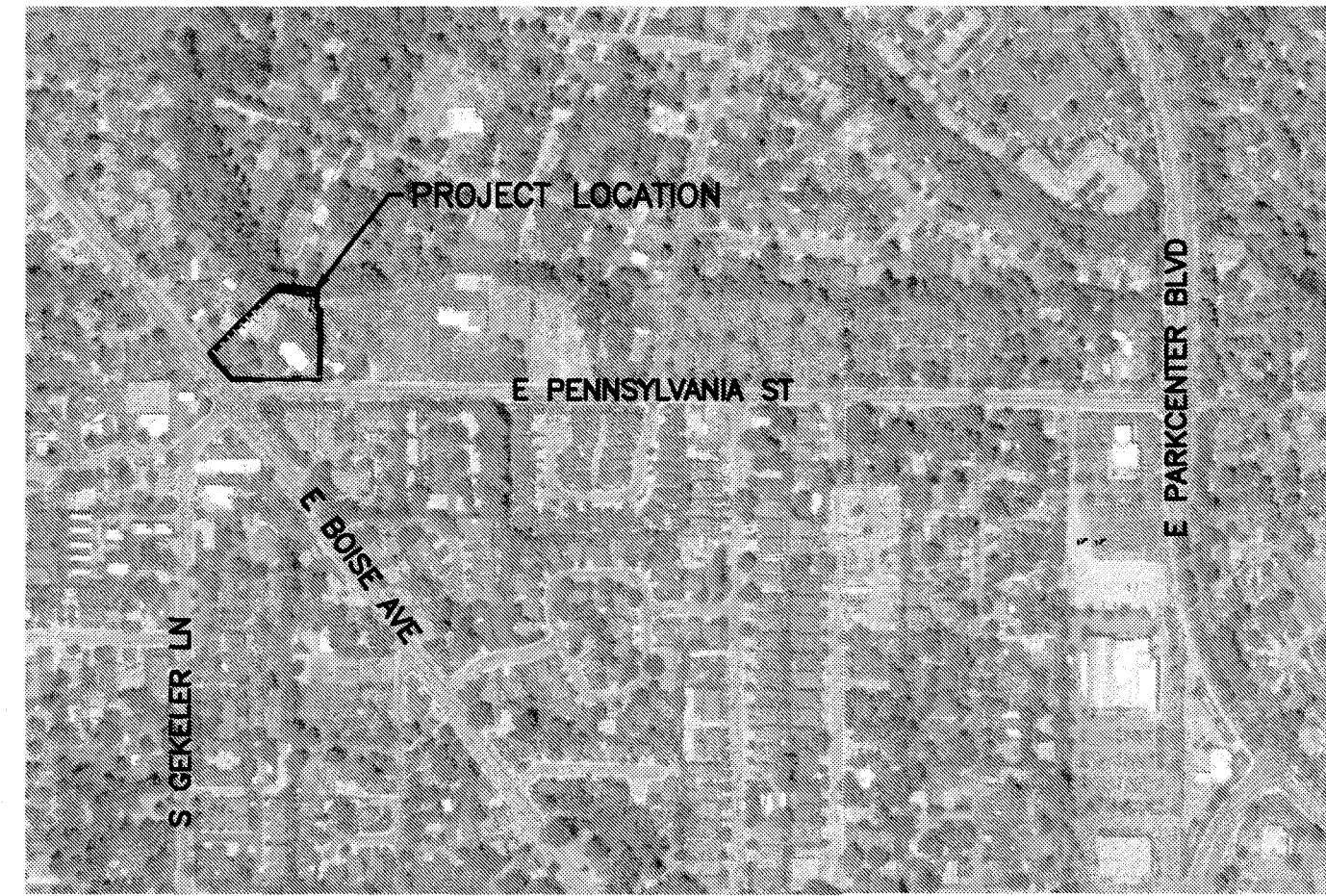


BOISE 23 TOWNHOMES

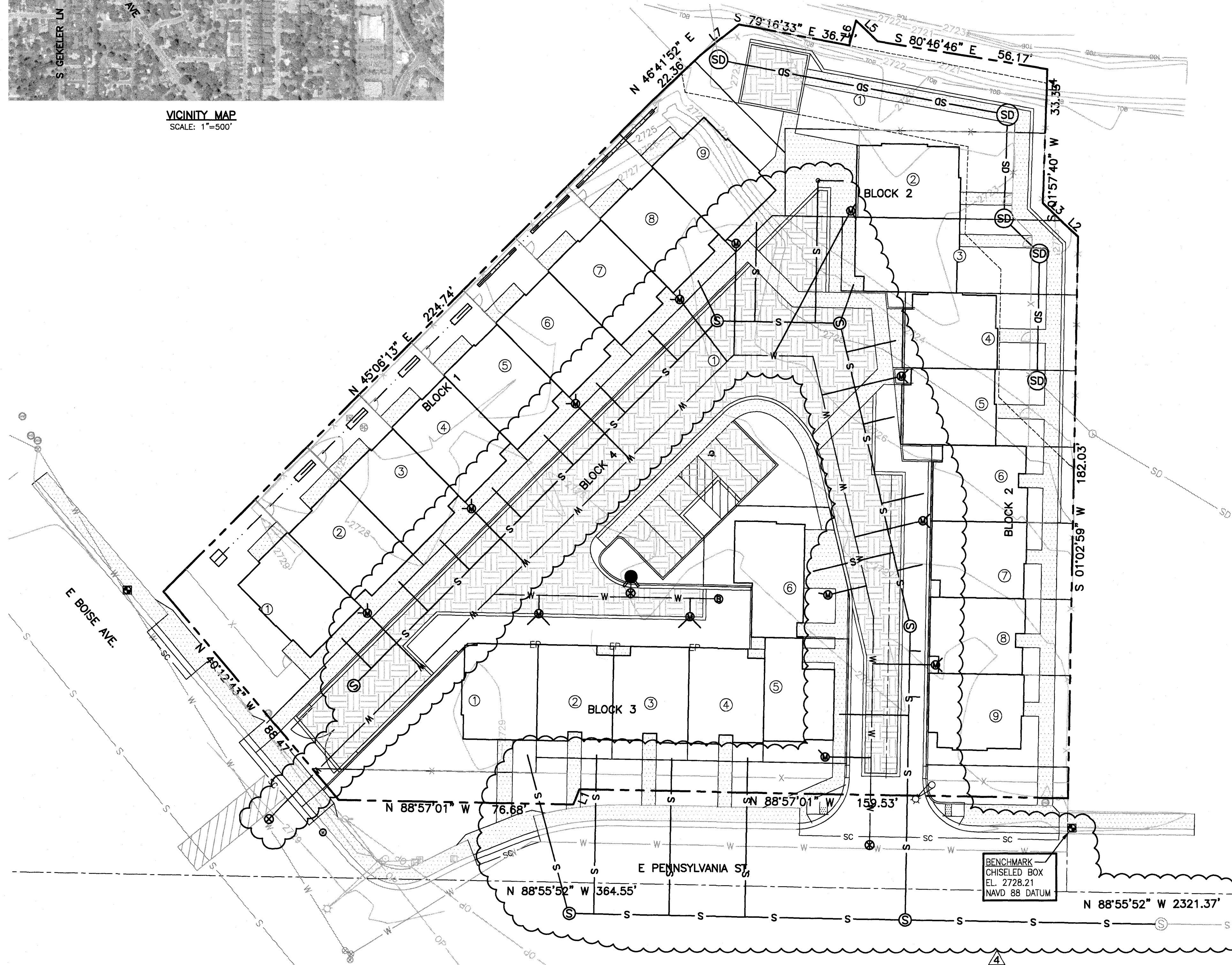
BOISE 23

T.3N, R.2E, SEC. 23

BOISE, ADA COUNTY, IDAHO



VICINITY MAP
SCALE: 1"=500'



SCALE: 1" = 20'

| INDEX | SHEET |
|--|-------|
| COVER SHEET, VICINITY MAP, SITE PLAN, SHEET INDEX AND LEGEND | C-1 |
| NOTES AND DETAILS | C-2 |
| DEMOLITION PLAN | C-3 |
| DD3 GRAVITY IRRIGATION LINE A PLAN AND PROFILE | C-4 |
| GRADING AND DRAINAGE PLAN | C-5 |
| SURFACE PLAN | C-5.1 |
| SEWER LINE A PLAN AND PROFILE | C-6 |
| SEWER LINE B PLAN AND PROFILE | C-7 |
| STREET LIGHTING PLAN | C-8 |
| SUEZ WATER PLAN | C-9 |

NOTE: ELEVATIONS ARE FROM NAVD 88 DATUM.

| LINETYPES: | SYMBOLS: |
|-----------------------------|-------------------------------------|
| EXISTING CURB & GUTTER | EXISTING SANITARY SEWER MANHOLE |
| CONSTRUCT CURB & GUTTER | INSTALL SANITARY SEWER MANHOLE |
| EXISTING SANITARY SEWER | EXISTING GRAVITY IRRIGATION MANHOLE |
| INSTALL SANITARY SEWER MAIN | INSTALL GRAVITY IRRIGATION MANHOLE |
| INSTALL SEWER SERVICE | EXISTING STORM DRAIN MANHOLE |
| EXISTING STORM DRAIN | INSTALL STORM DRAIN MANHOLE |
| INSTALL STORM DRAIN MAIN | EXISTING VALVE |
| EXISTING WATER MAIN | INSTALL WATER VALVE |
| INSTALL WATER MAIN | INSTALL IRRIGATION VALVE |
| APPROXIMATE JOINT TRENCH | EXISTING WATER METER |
| EXISTING PRESSURE IRR. MAIN | INSTALL WATER METER |
| INSTALL PRESSURE IRR. MAIN | EXISTING BLOW-OFF VALVE |
| EXISTING GRAVITY IRRIGATION | INSTALL BLOW-OFF VALVE |
| INSTALL GRAVITY IRR. MAIN | EXISTING FIRE HYDRANT |
| LOT LINE | INSTALL FIRE HYDRANT |
| BOUNDARY/PHASE LINE | STORM WATER FLOW |
| CENTER LINE | INSTALL STREET LIGHT PER CITY STD |
| EASEMENT LINE | EXISTING IRRIGATION PUMP-OUT |
| EXISTING CONTOUR 2547 | INSTALL IRRIGATION PUMP-OUT |
| FINISH GRADE CONTOUR 2550 | EXISTING CATCH BASIN INLET |
| EXISTING EDGE OF PAVEMENT | CONSTRUCT CATCH BASIN INLET |
| EXISTING OVERHEAD POWER | CONSTRUCT PEDESTIAN RAMP |
| EXISTING FIBER OPTICS | TEST HOLE W/ PERCOLATION TEST #1P |
| EXISTING TELEPHONE | TEST HOLE #1 |
| EXISTING GAS LINE | INSTALL STOP SIGN |
| INSTALL UNDERGROUND POWER | INSTALL STREET SIGN |
| TOP OF BANK | INSTALL 2-PARTY MAILBOX |
| TOP OF SLOPE | EXISTING TREE |
| TOE OF SLOPE | EXISTING UTILITY POLE |
| EDGE OF PAVEMENT | EXISTING UTILITY POLE W/ GUY WIRE |
| EDGE OF GRAVEL | EXISTING ELECTRICAL BOX |
| SAW CUT LINE | EXISTING TELEPHONE BOX |
| SWALE FLOW LINE | INSTALL CLEAN OUT |

| ABBREVIATIONS: | | |
|----------------|--------------------------------|-----------------------------------|
| BOW | BOTTOM OF WALL | OPP. OPPOSITE |
| BRG | BEARING | PL PROPERTY LINE |
| CL | CENTER LINE | PC POINT OF CURVE |
| CLR | CLEAR | PI PRESSURE IRRIGATION |
| EG | EDGE OF GRAVEL | PT POINT OF TANGENT |
| EL | ELEVATION | RT RIGHT |
| EP | EDGE OF PAVEMENT | S SANITARY SEWER |
| FF | FINISHED FLOOR | SD STORM DRAIN |
| FG | FINISHED GRADE | STA. STATION |
| FL | FLOW LINE | TC TOP BACK RIBBON CURB |
| FS | FINISHED SURFACE | TRC TOP BACK REVERSE UP CURB |
| G.B. | GRADE BREAK | TEL TELEPHONE UTILITY |
| IRR | GRAVITY IRRIGATION | TOW TOP OF WALL |
| INV. | INVERT | TSW TOP OF SIDEWALK |
| LT | LEFT | TVC TOP BACK VERTICAL CURB |
| ME | MATCH EXISTING | TYP. TYPICAL |
| OP | OVERHEAD POWER | W WATER |
| BVCS | BEGIN VERTICAL CURVE STATION | EVCS END VERTICAL CURVE STATION |
| BVCE | BEGIN VERTICAL CURVE ELEVATION | EVCE END VERTICAL CURVE ELEVATION |

LEAVITT & ASSOCIATES, INC.
ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING

PROFESSIONAL ENGINEER
STATE OF IDAHO
0395
An official record of the State of Idaho
Original sealed by: [Signature]
Date: 09/10/21

COVER SHEET, VICINITY MAP, SITE PLAN, SHEET INDEX, AND LEGEND

Job Number: 21031.002
Drawing By: NJP
Checked By: PDL
Design By: NJP
Date: 09/10/21

BOISE 23
BOISE, IDAHO
OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
3130 W STATE ST
BOISE, ID 83703
PHONE (208) 596-1565

| No. | DATE | BY | DESCRIPTION | REVISIONS |
|-----|----------|-----|-------------------------------|-----------|
| 1 | 04/10/22 | DL | REV. PER CITY SEWER COMM. | |
| 2 | 01/05/22 | DL | REV. PER DRAINAGE DISTRICT 3 | |
| 3 | 11/05/21 | PDL | REV. PER ARCHITECT | |
| 4 | 10/04/21 | PDL | REV. PER DD3 COMM. AND CLIENT | |
| 5 | 09/10/21 | NJP | ISSUED FOR APPROVAL | |

SCALE: 1"=20' Sheet Number: C-1

T:\CIVIL-2021\Chrysalis - 21031.002 - Boise-Pennsylvania\Boise-Perm Mast-1

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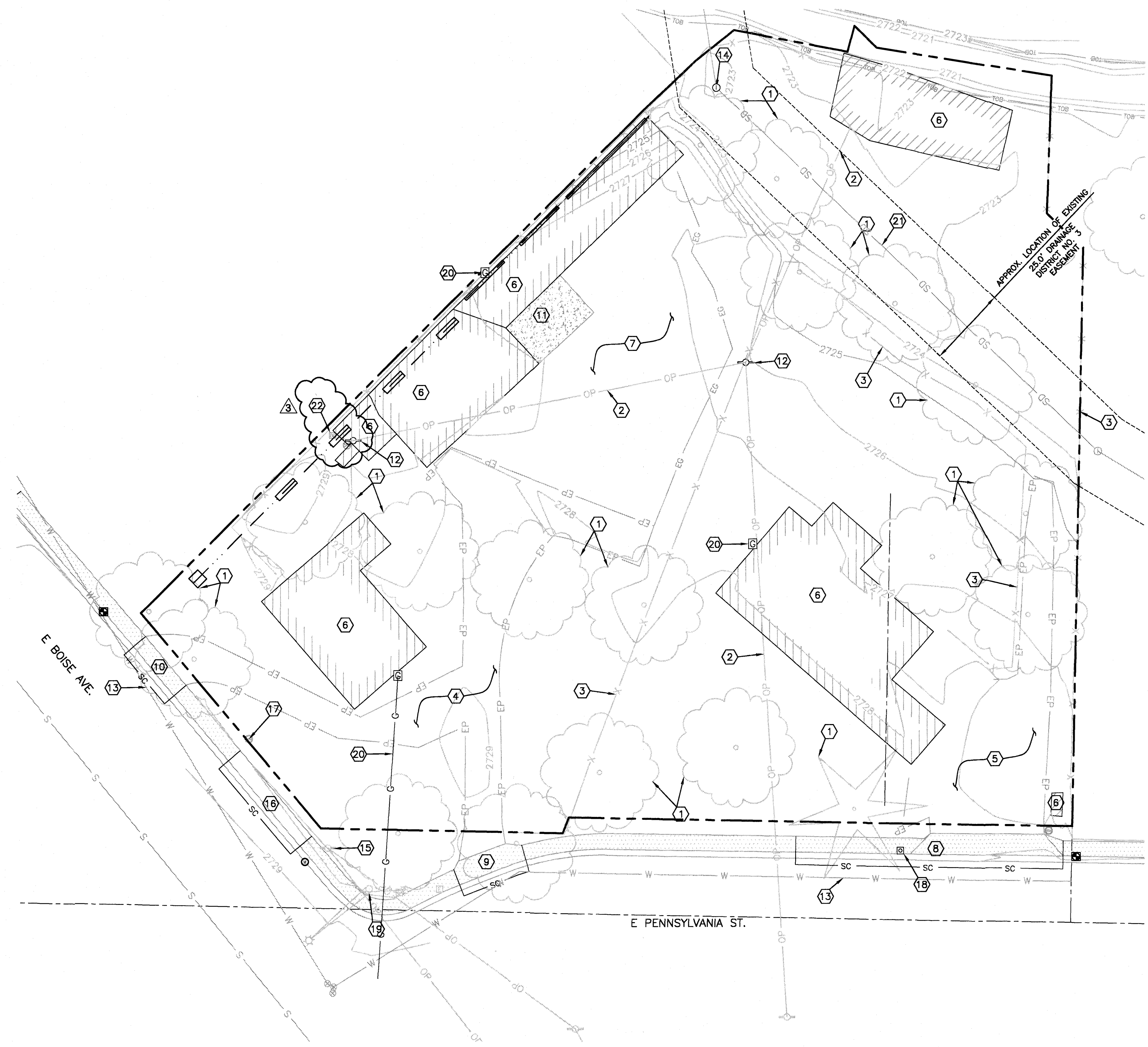
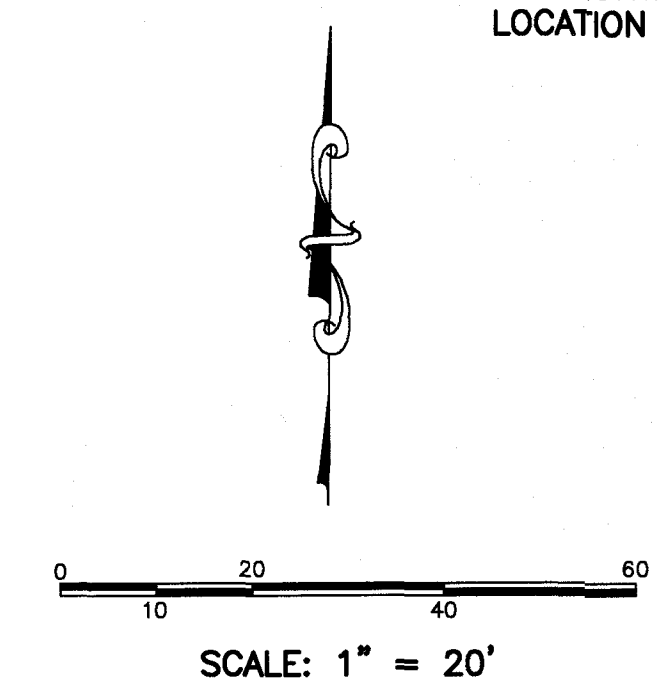
SITE PLAN
SCALE: 1"=20'

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NOTES TO CONTRACTOR:

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. FOR ACTUAL ELEVATIONS, ADD 2700' TO ELEVATIONS SHOWN.

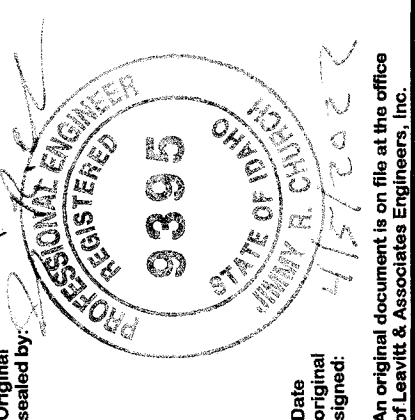
*CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION PRIOR TO CONSTRUCTION.



DEMOLITION KEYNOTES

- 1 EXISTING TREE, STUMP AND ROOTS GREATER THAN 1/2" TO BE REMOVED AND DISPOSED OF OFFSITE.
- 2 REMOVE EXISTING OVERHEAD POWER LINE/SERVICE. COORDINATE W/ IDAHO POWER.
- 3 EXISTING FENCE TO BE REMOVED AND DISPOSED OF OFFSITE. COORDINATE ANY REPLACEMENT W/ LANDSCAPE PLANS.
- 4 REMOVE APPROX. 3,752 SQFT OF EXISTING PAVEMENT AND DISPOSE OF OFFSITE.
- 5 REMOVE APPROX. 2,820 SQFT OF EXISTING PAVEMENT AND DISPOSE OF OFFSITE.
- 6 EXISTING BUILDING AND FOUNDATION TO BE REMOVED AND DISPOSED OF OFFSITE.
- 7 REMOVE APPROX. 4,847 SQFT OF EXISTING GRAVEL AND DISPOSE OF OFFSITE.
- 8 SAWCUT AND REMOVE APPROX. 86 LF OF CONCRETE DRIVEWAY, SIDEWALK AND DISPOSE OF OFFSITE.
- 9 SAWCUT AND REMOVE APPROX. 23 LF OF CONCRETE DRIVEWAY, SIDEWALK AND DISPOSE OF OFFSITE.
- 10 SAWCUT AND REMOVE APPROX. 20 LF OF CONCRETE DRIVEWAY AND DISPOSE OF OFFSITE.
- 11 REMOVE APPROX. 373 SQFT. CONCRETE PAD AND DISPOSE OF OFFSITE.
- 12 EXISTING POWER POLE TO BE REMOVED AND DISPOSED OF OFFSITE.
- 13 PROTECT EXISTING WATER LINE PLACE.
- 14 REMOVE AND DISPOSE OF EXISTING DRAINAGE MANHOLE AFTER NEW CONNECTION IS MADE.
- 15 PROTECT EXISTING POWER POLE IN PLACE.
- 16 REMOVE APPROX. 35.1 LF OF CONCRETE SIDEWALK AND CURB AND DISPOSE OF OFFSITE.
- 17 EXISTING WATER METER TO BE ABANDONED IN PLACE.
- 18 EXISTING MAILBOX TO BE REMOVED AND DISPOSED OF OFFSITE.
- 19 PROTECT EXISTING TRAFFIC SIGNAL IN PLACE.
- 20 EXISTING GAS SERVICE TO BE REMOVED AND DISPOSED OF OFFSITE. COORDINATE WITH INTERMOUNTAIN GAS CO.
- 21 PROTECT EXISTING 42" DRAIN PIPE IN PLACE DURING THE CONSTRUCTION OF NEW DRAINAGE FACILITY. SEE SHEET C-4.
- 22 PROTECT EXISTING IRRIGATION STRUCTURE, PUMP AND/OR WELL IN PLACE FOR PRESSURIZED IRRIGATION BY OTHERS. COORDINATE WITH LANDSCAPE PLANS.

LEAVITT & ASSOCIATES ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING
 1324 FIRST STREET SOUTH NAMPALA IDAHO 83661
 PHONE (208)463-0333/463-7870 FAX (208)463-9040



DEMOLITION PLAN
 Checked by: NJP
 Drawn by: PDL
 Job Number: 21031.002
 Delivery Date: 09/10/21

BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1565

| No. | DATE | BY | DESCRIPTION | REVISIONS |
|-----|----------|-----|---------------------------------|-----------|
| 1 | 04/01/22 | DL | REV. PER CITY ENGINEER COMMENTS | |
| 2 | 07/05/22 | DL | REV. PER DRAINAGE DISTRICT 3 | |
| 3 | 10/04/21 | PDL | REV. PER DD3 COMM. AND CLIENT | |
| 4 | 09/10/21 | NJP | ISSUED FOR APPROVAL | |

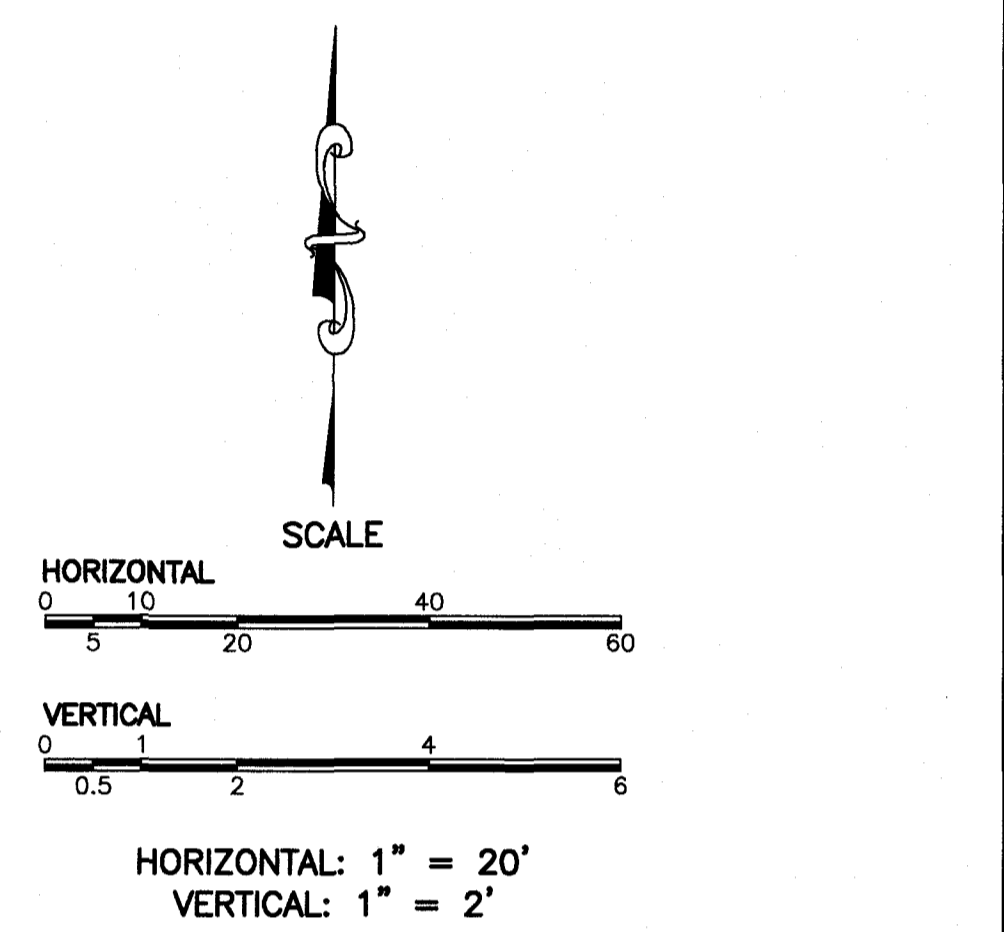
SCALE: 1"=20' Sheet Number: **C-3**

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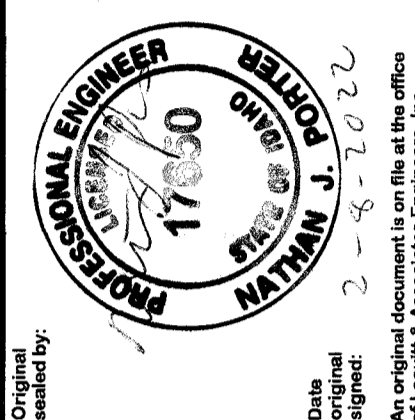
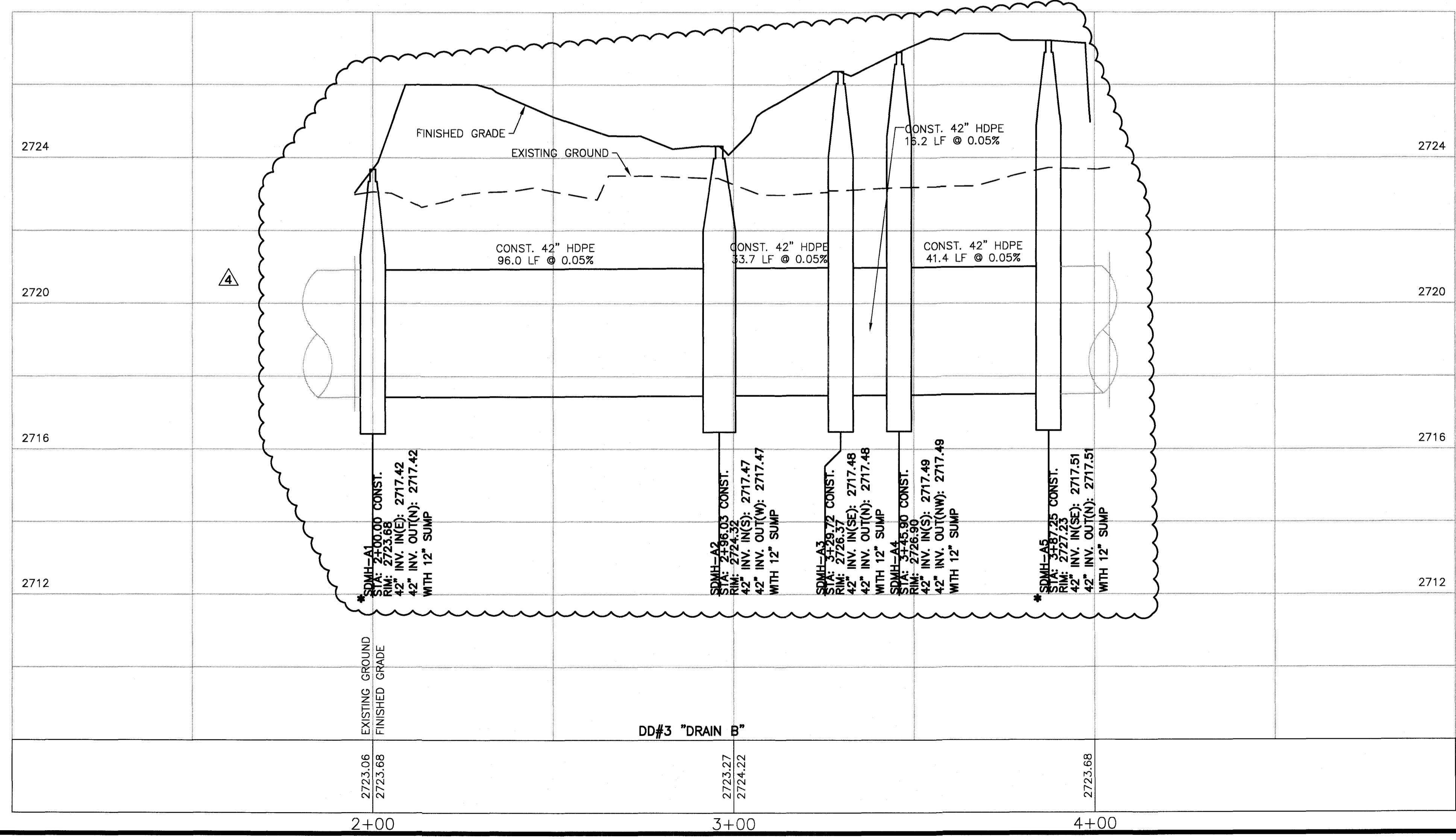
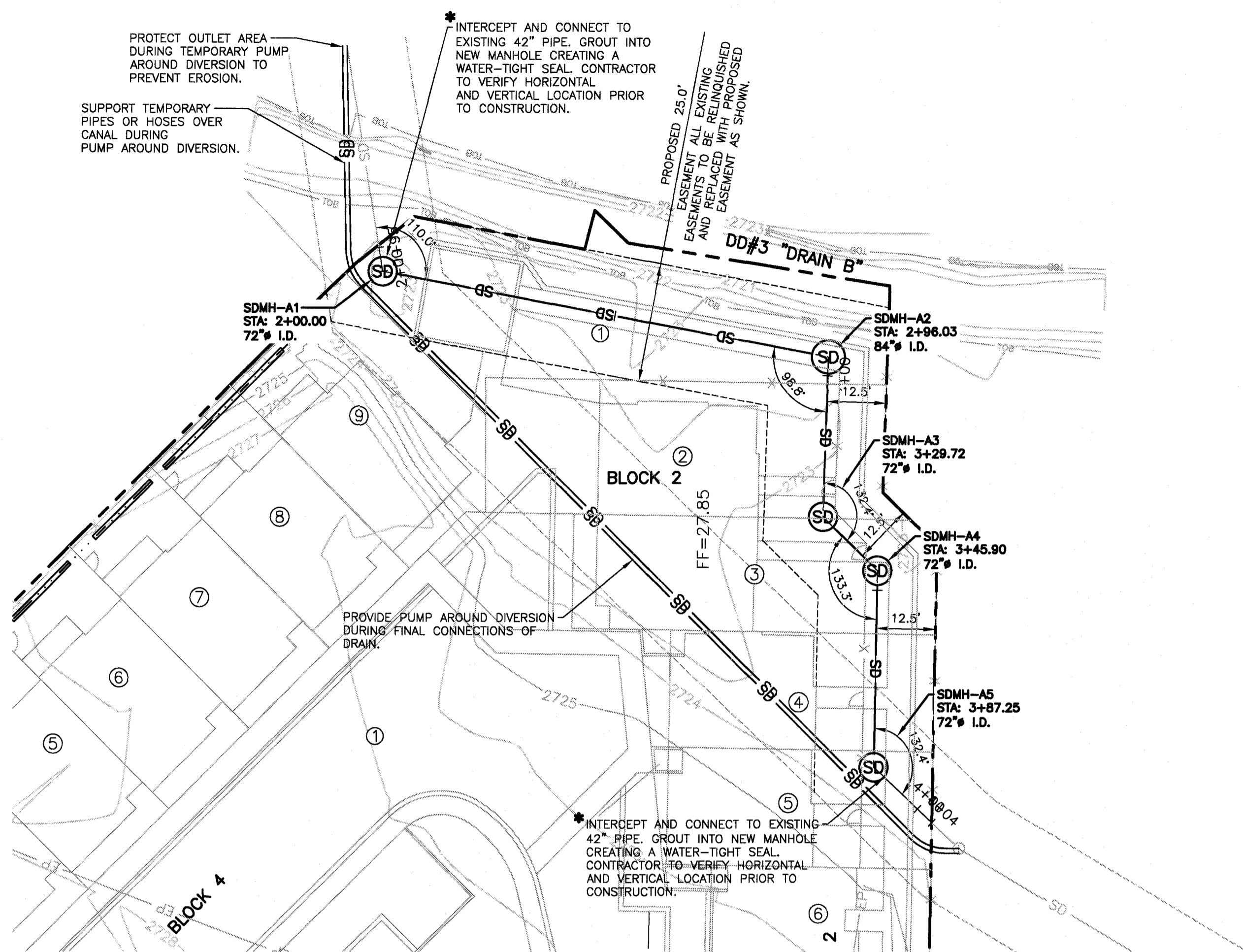
LEAVITT & ASSOCIATES ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING
 1324 FIRST STREET SOUTH Nampa IDAHO 83661
 PHONE (208)463-0933/463-7870 FAX (208)463-9040

- NOTES TO CONTRACTOR:**
- CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
 - THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 - FOR ACTUAL ELEVATIONS, ADD 2700' TO ELEVATIONS SHOWN.

*CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION PRIOR TO CONSTRUCTION.



- DRAIN B SEQUENCING NOTES:**
- CONSTRUCT NEW DRAIN FROM STATION 2+23.5 TO 3+82.48.
 - WHEN READY TO MAKE CONNECTIONS TO THE NEW DRAIN PIPE, CONTRACTOR TO VERIFY WEATHER OUTLOOK FOR A WEEK WITHOUT PRECIPITATION TO CONTINUE WITH MINIMUM FLOWS.
 - INSTALL PUMP AT NEXT MANHOLE UPSTREAM. PUMP TO PROVIDE 35 cfs WITH 20FT. OF HEAD AS NEEDED TO FINISH CONNECTIONS AND COMMISSION.
 - LAY PIPE OR HOSE CAPABLE OF HANDLING FLOW FROM UPSTREAM MANHOLE TO OUTLET AREA.
 - PROTECT OUTLET AREA TO PREVENT EROSION.
 - PLUG EXISTING PIPES AND PUMP WATER AROUND CONSTRUCTION AREA.
 - CONSTRUCT INTERCEPTS TO EXISTING PIPE.
 - REMOVE PLUGS AND ALLOW WATER TO FLOW THROUGH NEW PIPE.
 - REMOVE PUMPS AND TEMPORARY PIPE/HOSES.
 - REMOVE ABANDONED PIPE.
- CONTRACTOR TO SUBMIT PLANS FOR REVIEW TO DRAINAGE DISTRICT 3 PRIOR TO BEGINNING OF CONSTRUCTION.



DD#3 "DRAIN B" PLAN AND PROFILE

DESIGNED BY: NJP
 DRAWN BY: PDL
 CHECKED BY: NJP
 JOB NUMBER: 21031.002
 DATE: 09/10/21

BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1565

| No. | DATE | BY | DESCRIPTION |
|------------------|----------|-----|-------------------------------|
| 1 | 02/07/22 | DL | REV. PER DRAINAGE DISTRICT |
| 2 | 07/05/22 | DL | REV. PER DRAINAGE DISTRICT |
| 3 | 11/05/21 | PDL | REV. PER ARCHITECT |
| 4 | 10/04/21 | PDL | REV. PER DDS COMM. AND CLIENT |
| 5 | 09/10/21 | NJP | ISSUED FOR APPROVAL |
| REVISIONS | | | |

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STRUCTURAL * CIVIL SURVEYING
 1324 FIRST STREET SOUTH Nampa Idaho 83651
 PHONE (208)463-0333/463-7670 FAX (208)463-9040



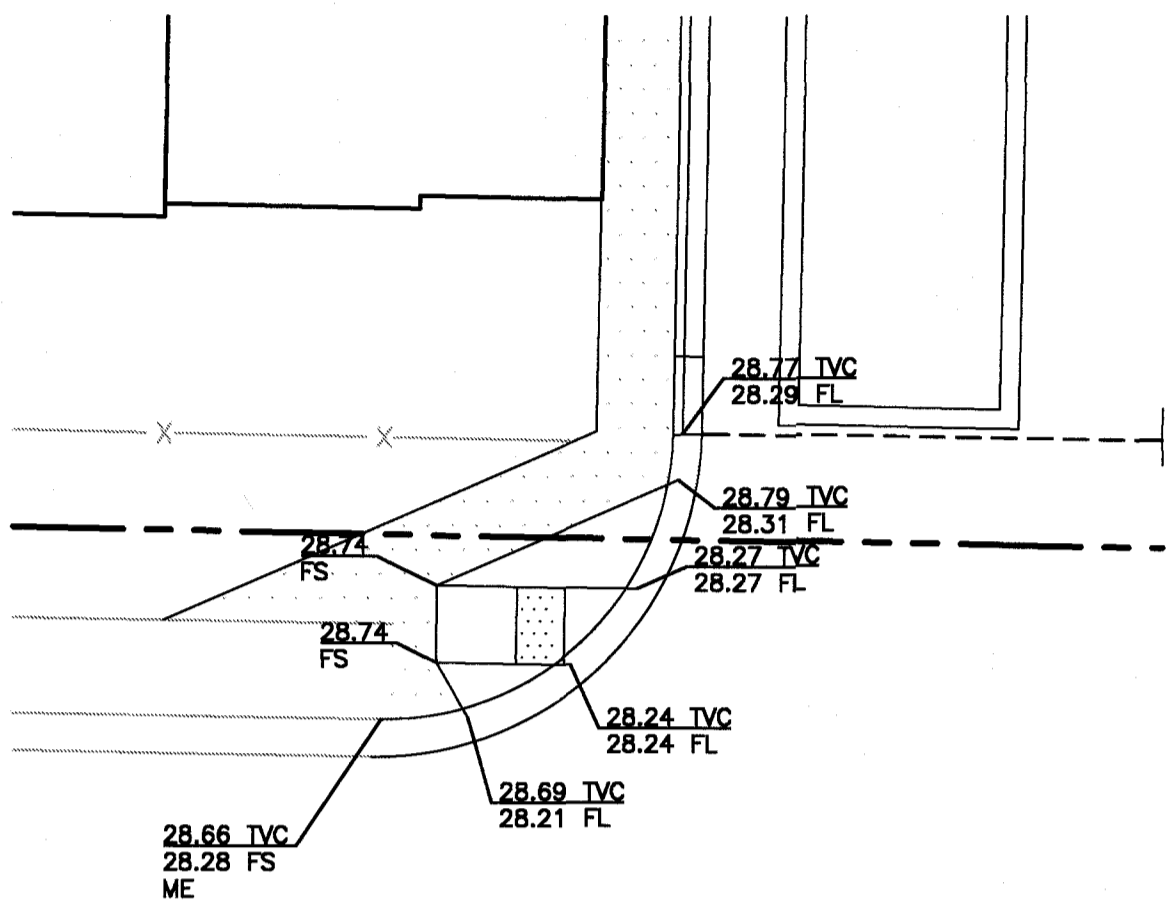
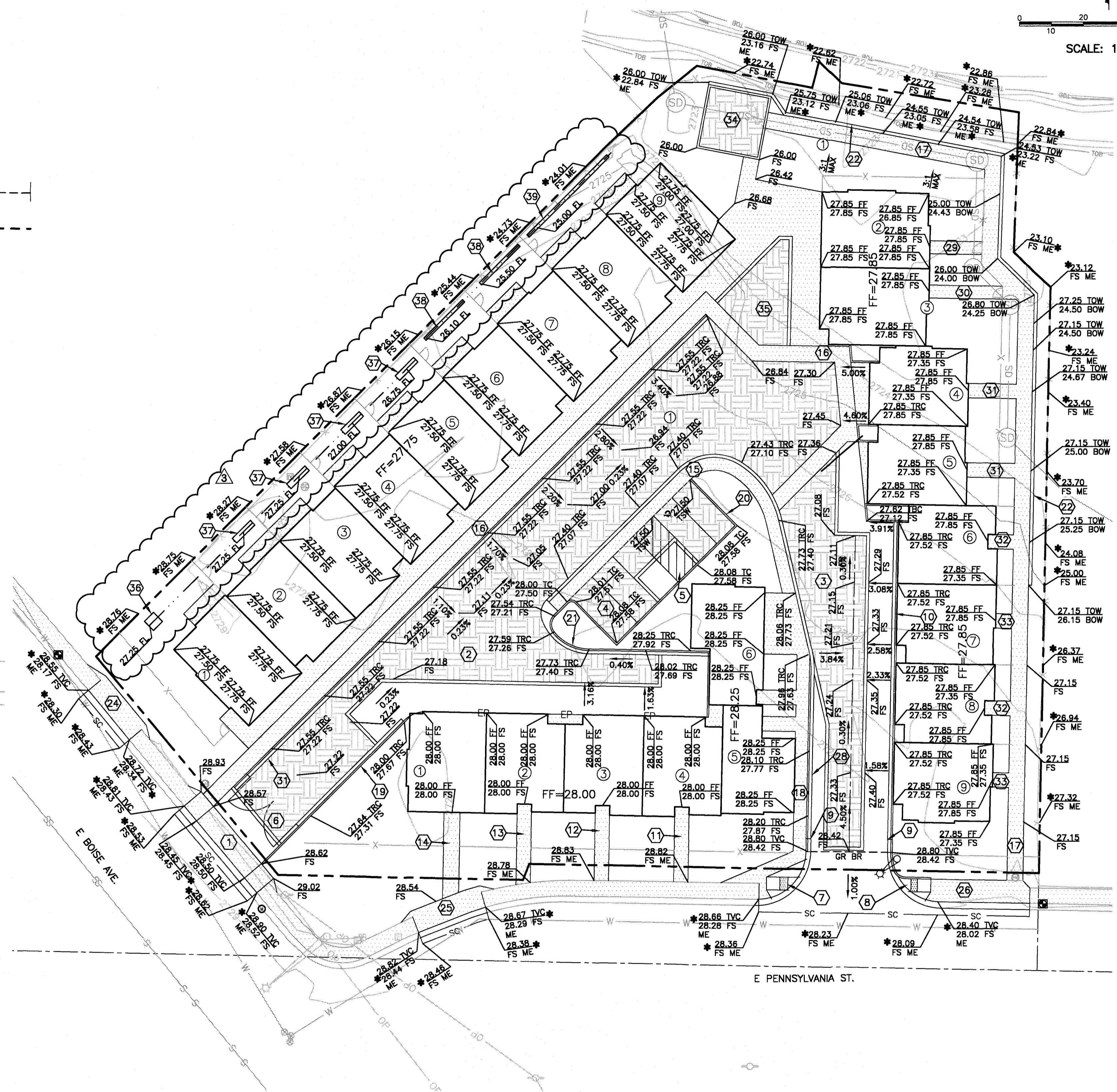
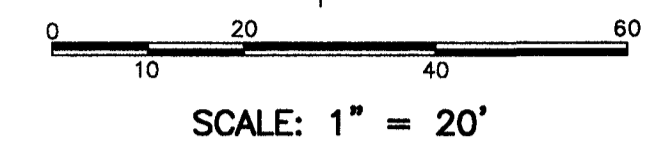
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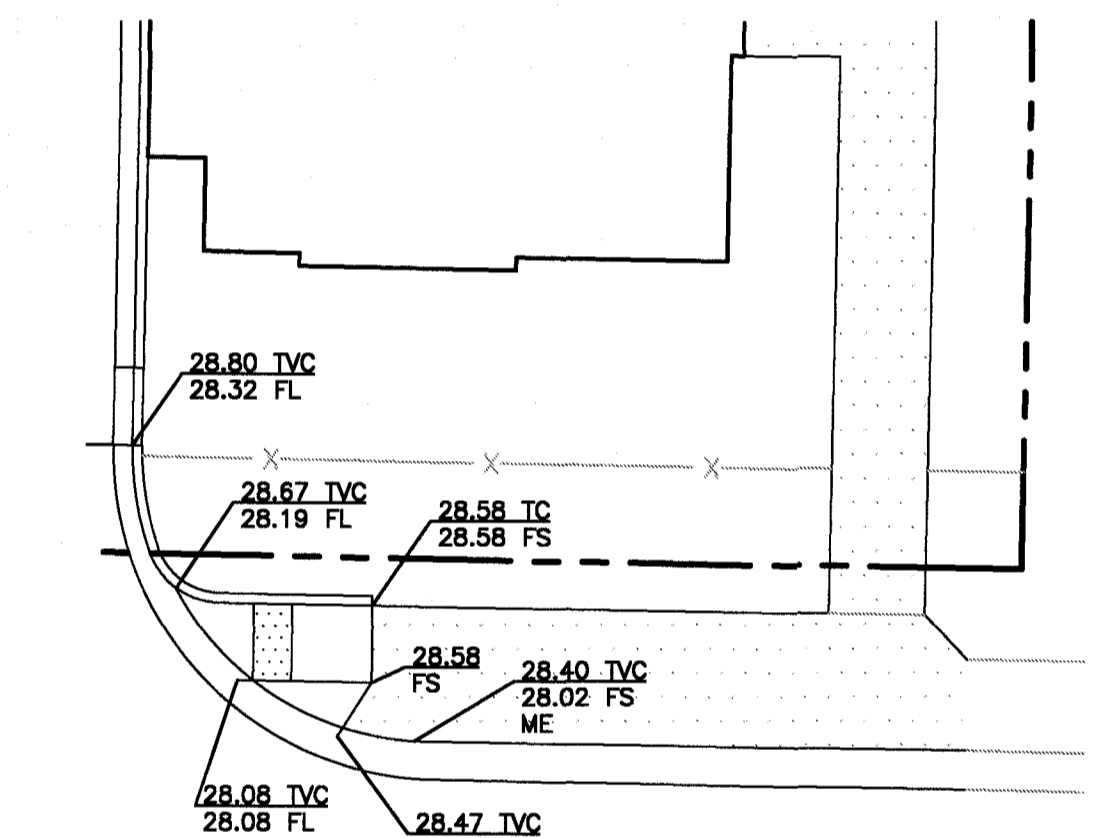
*CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION PRIOR TO CONSTRUCTION.

GRADING KEYNOTES

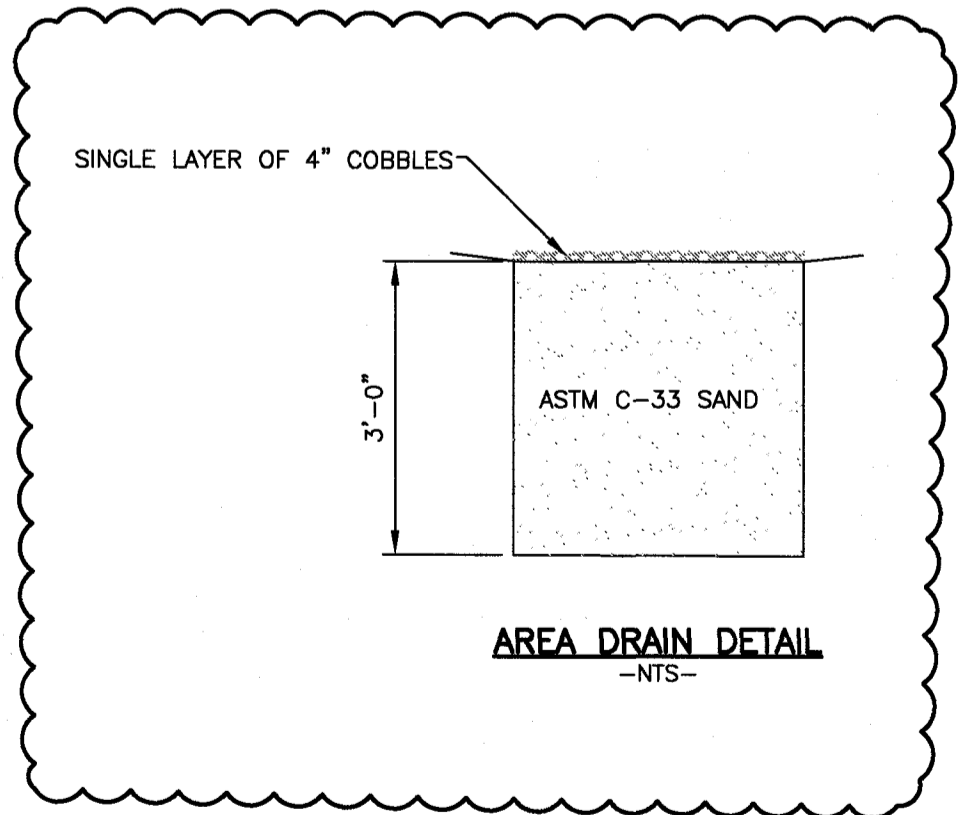
- CONSTRUCT CONCRETE DRIVEWAY WITH RAMPED SIDEWALK PER ACHD SD-710B.
- CONSTRUCT APPROX. 6,507 SQFT PERMEABLE PAVEMENT. SEE DETAIL SHEET 2.
- CONSTRUCT APPROX. 1,732 SQFT PERMEABLE PAVEMENT. SEE DETAIL SHEET 2.
- CONSTRUCT APPROX. 849 SQFT PERMEABLE PAVEMENT. SEE DETAIL SHEET 2.
- PAINT STRIPES, SEE ARCHITECT'S PLANS, TYP.
- EMERGENCY ACCESS GATE, SEE ARCHITECT'S PLANS.
- CONSTRUCT PEDESTRIAN RAMP NO. 1 TYPE 'C' WITH TRUNCATED DOMES. SEE DETAIL THIS SHEET.
- CONSTRUCT PEDESTRIAN RAMP NO. 2 TYPE 'C' WITH TRUNCATED DOMES PER ISPC SD-712C AND ACHD SD-712. SEE DETAIL THIS SHEET.
- CONSTRUCT 4' TRANSITION FROM VERTICAL TO REVERSE LIP CURB.
- CONSTRUCT 98.6 LF REVERSE LIP CURB. SEE DETAIL SHEET 2.
- CONSTRUCT 23.2 LF 4.5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 23.3 LF 4.5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 24.6 LF 4.5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 25.8 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 113.5 LF 4' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 337.0 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 304.0 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 80.7 LF 4' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 53.8 LF REVERSE LIP CURB. SEE DETAIL SHEET 2.
- CONSTRUCT 94.3 LF RIBBON CURB. SEE DETAIL SHEET 2.
- CONSTRUCT 58.6 LF REVERSE LIP CURB. SEE DETAIL SHEET 2.
- CONSTRUCT 238 LF RETAINING WALL BY OTHERS.
- NOT USED THIS SHEET.
- CONSTRUCT 20.0 LF 7' SIDEWALK AND VERTICAL CURB PER ACHD SD-709.
- CONSTRUCT 22.1 LF 7' SIDEWALK AND VERTICAL CURB PER ACHD SD-709.
- CONSTRUCT 30.5 LF 7' SIDEWALK AND VERTICAL CURB PER ACHD SD-709.
- CONSTRUCT 208.4 LF REVERSE LIP CURB. SEE DETAIL SHEET 2.
- CONSTRUCT 51.6 LF REVERSE LIP CURB. SEE DETAIL SHEET 2.
- CONSTRUCT 16.3 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 25.2 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 15.0 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 8.0 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT 5.0 LF 5' SIDEWALK. SEE DETAIL SHEET 2.
- CONSTRUCT APPROX. 348 SQFT PERMEABLE PAVEMENT. SEE DETAIL SHEET 2.
- CONSTRUCT 4'x4'x3' AREA DRAIN; GRADE TO DRAIN. SEE DETAIL THIS SHEET.
- CONSTRUCT 2'x8'x3' AREA DRAIN; GRADE TO DRAIN. SEE DETAIL THIS SHEET.
- CONSTRUCT 1'x16'x3' AREA DRAIN; GRADE TO DRAIN. SEE DETAIL THIS SHEET.
- CONSTRUCT 1'x35'x3' AREA DRAIN; GRADE TO DRAIN. SEE DETAIL THIS SHEET.



PEDESTRIAN RAMP NO. 1 DETAIL
1"=10'



PEDESTRIAN RAMP NO. 2 DETAIL
1"=10'



AREA DRAIN DETAIL
-NTS-

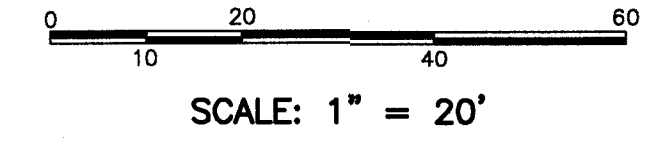
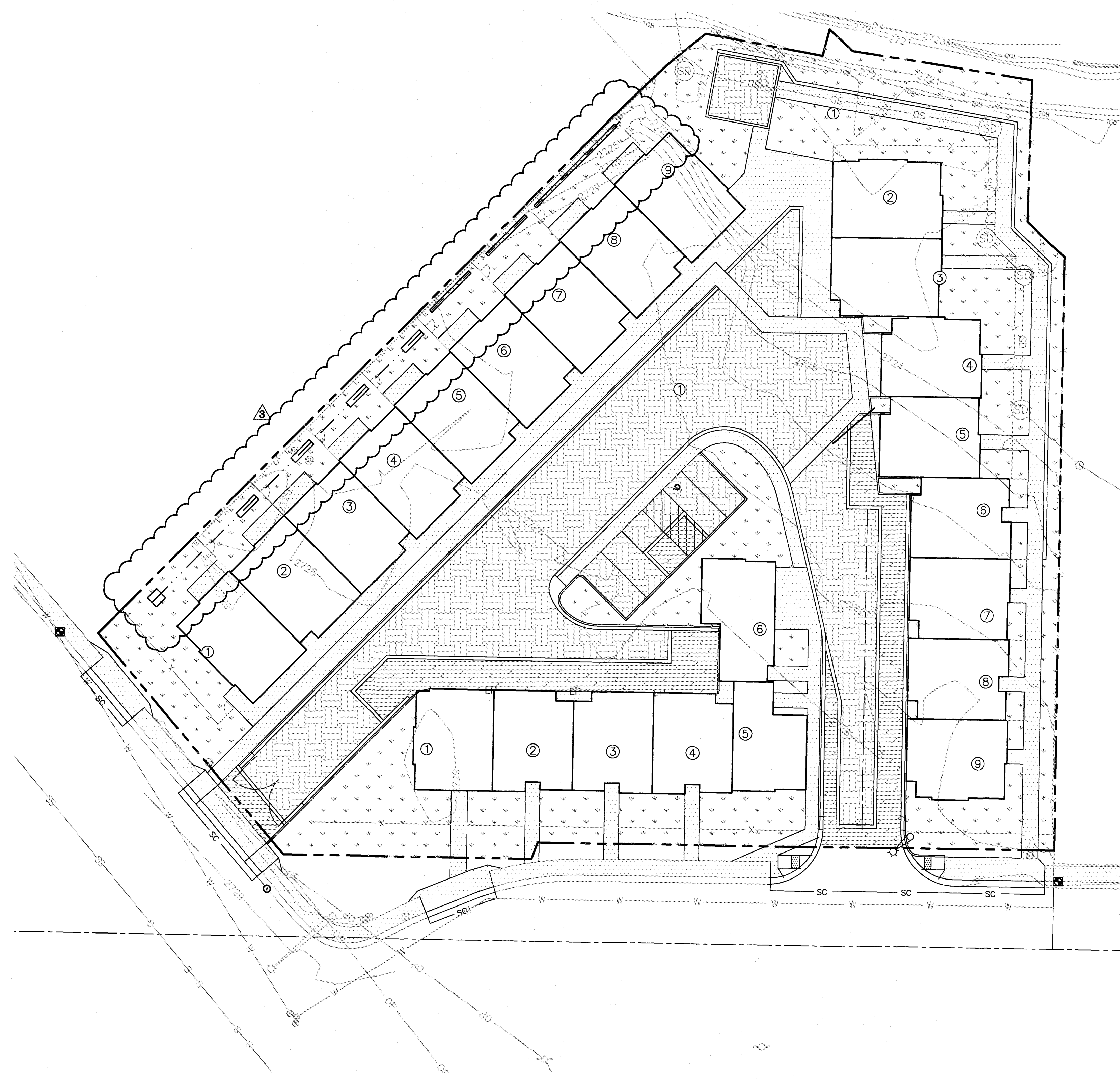
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GRADING AND DRAINAGE PLAN
 BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1565


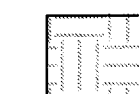
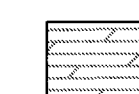

Checked By: NJP
 Drawn By: PDL
 Job Number: 21031.002
 Delivery Date: 09/10/21

| REV. | DATE | BY | DESCRIPTION |
|------|----------|-----|-------------------------------|
| 1 | 01/05/22 | DL | REV. PER DD3 COMMENTS |
| 2 | 11/05/21 | PDL | REV. PER ARCHITECT |
| 3 | 10/04/21 | PDL | REV. PER DD3 COMM. AND CLIENT |
| 4 | 09/10/21 | NJP | ISSUED FOR APPROVAL |
| 5 | | | DESCRIPTION |
| | | | REVISIONS |

SCALE: 1"=20' Sheet Number: C-5



LEGEND

-  CONCRETE
-  PERMEABLE PAVEMENT
-  ASPHALT
-  LANDSCAPING

*CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION PRIOR TO CONSTRUCTION.



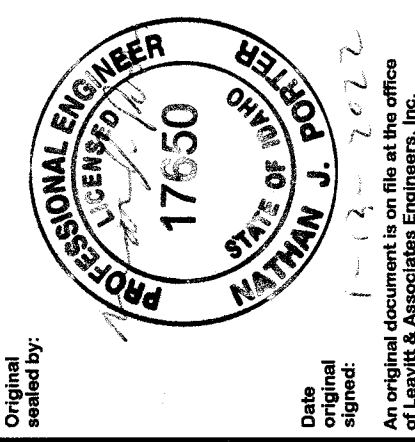
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NOTES TO CONTRACTOR:

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, CHANNEL CROSSINGS, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. FOR ACTUAL ELEVATIONS, ADD 2700' TO ELEVATIONS SHOWN.

LEAVITT & ASSOCIATES ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING

1324 FIRST STREET SOUTH NAMPA, IDAHO 83651
 PHONE (208)463-0333/463-7670 FAX (208)463-9040



| | | |
|-------------------------|------------------------------|--------------------------------|
| Client: BOISE 23 | Job Number: 21031.002 | Delivery Date: 09/10/21 |
| Drawn By: NJP | Checked By: NJP | |
| Designed By: NJP | Drawn By: PDL | |

BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1565

| No. | DATE | BY | DESCRIPTION |
|------------------|----------|-----|-------------------------------|
| 1 | 10/05/22 | DL | REV. PER DRAINAGE DISTRICT 3 |
| 2 | 11/05/21 | PDL | REV. PER ARCHITECT |
| 3 | 10/04/21 | PDL | REV. PER DD3 COMM. AND CLIENT |
| 4 | 09/10/21 | NJP | ISSUED FOR APPROVAL |
| REVISIONS | | | |

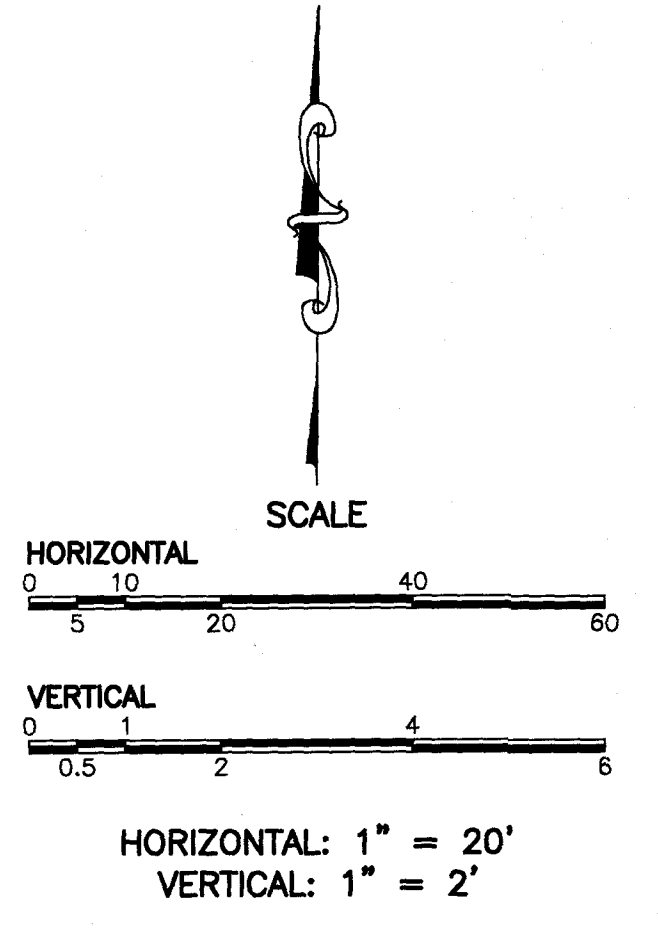
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STRUCTURAL * CIVIL SURVEYING
 1324 FIRST STREET SOUTH NAMPA IDAHO 83651
 PHONE (208)463-0333/463-7670 FAX (208)463-9040

NOTES TO CONTRACTOR:

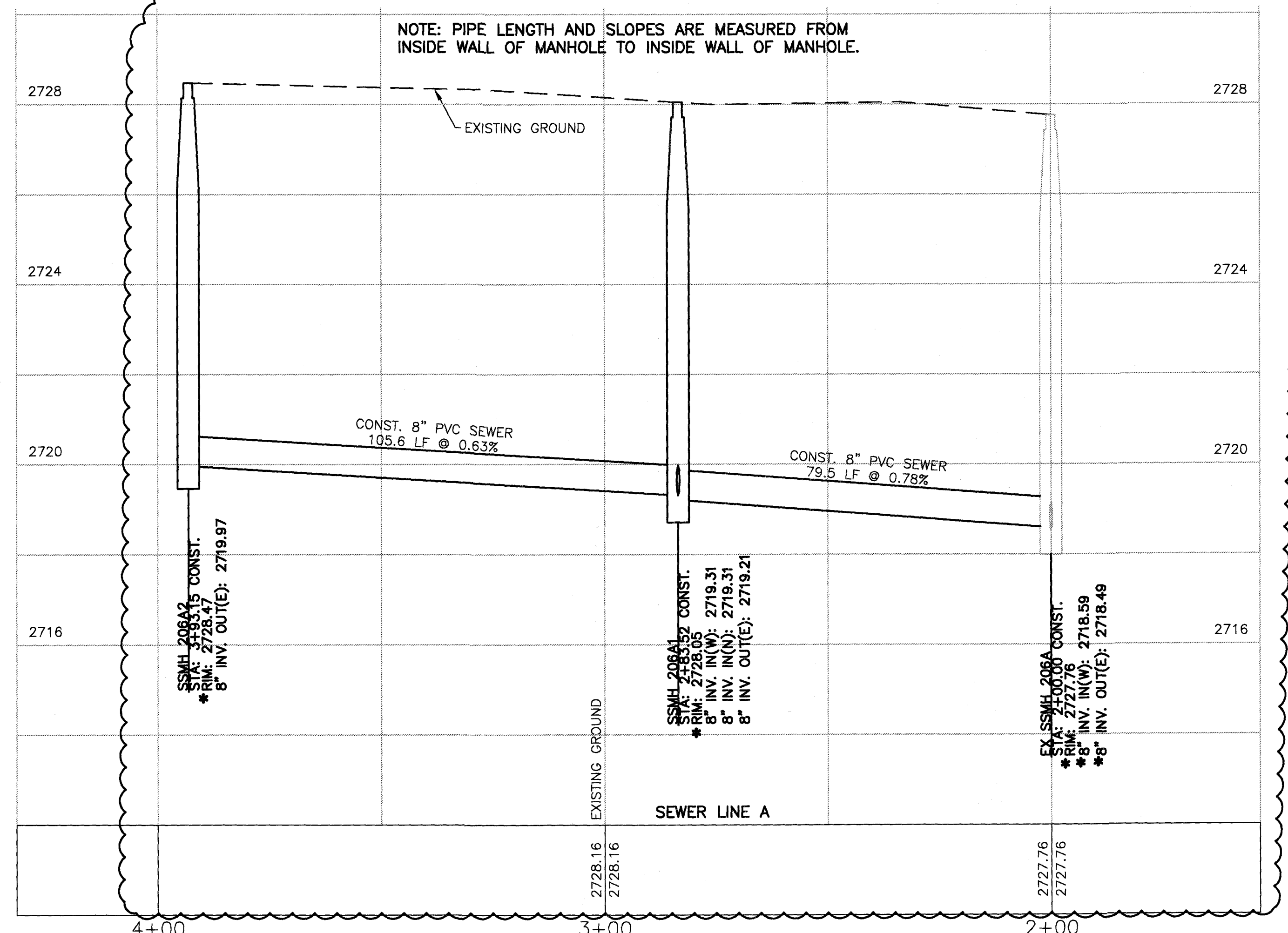
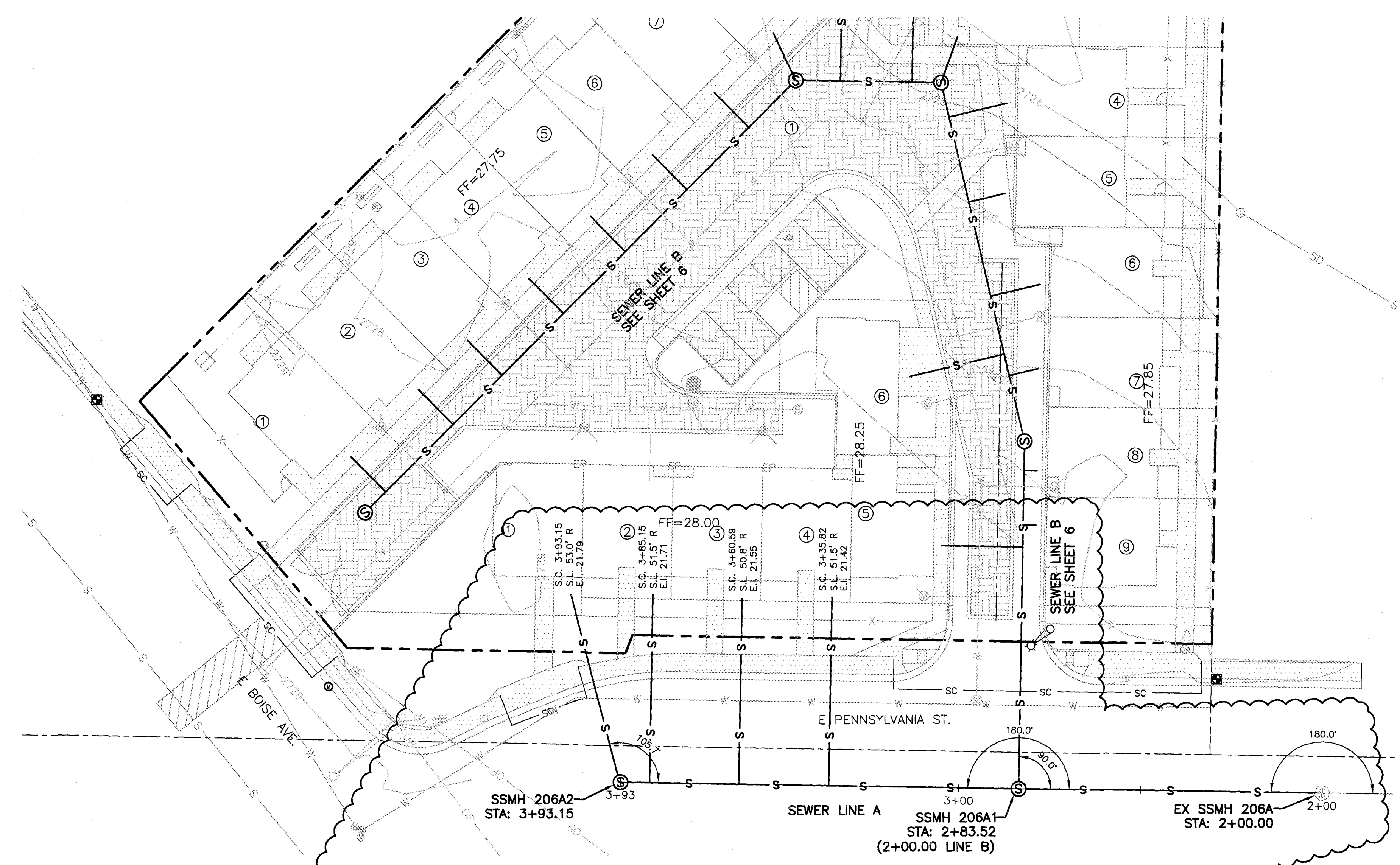
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3. FOR ACTUAL ELEVATIONS, ADD 2700' TO ELEVATIONS SHOWN.

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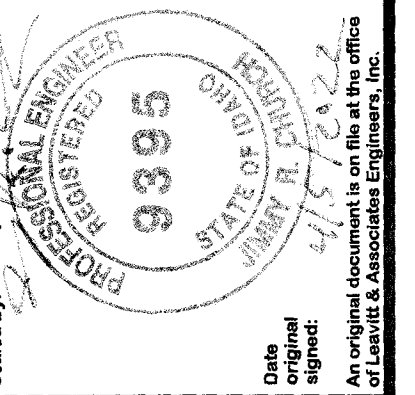


NOTES:

1. SERVICES EXTENDING MORE THAN 15 FEET INTO PRIVATE PROPERTY SHALL REQUIRE INSPECTION FROM THE CITY PLUMBING DEPARTMENT. CONTRACTOR SHALL COORDINATE THE INSPECTION OF PRIVATE SEWER SERVICE LINES SEPARATELY FROM PUBLIC SEWER.
2. WHERE CONSTRUCTION IS LOCATED WITHIN A PRIVATE DRIVE, CONTRACTOR SHALL SECURE INDEPENDENT COMPACTION TESTING ON TRENCH BACKFILL AND SUBMIT TEST RESULTS TO BOISE PUBLIC WORKS.



NOTE: PIPE LENGTH AND SLOPES ARE MEASURED FROM INSIDE WALL OF MANHOLE TO INSIDE WALL OF MANHOLE.



| | | | |
|------------------|-----------------|-----------------------|-------------------------|
| Designed By: NJP | Checked By: NJP | Job Number: 21031.002 | Delivery Date: 09/10/21 |
| Drawn By: PDL | Checked By: NJP | | |

SEWER LINE A PLAN AND PROFILE

BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1565

| No. | DATE | BY | DESCRIPTION |
|-----|----------|-----|------------------------------|
| 1 | 04/12/22 | DL | REV. PER CITY SEWER COMM. |
| 2 | 01/05/22 | DL | REV. PER DRAINAGE DISTRICT 3 |
| 3 | 11/05/21 | PDL | REV. PER ARCHITECT |
| 4 | 09/10/21 | NJP | ISSUED FOR APPROVAL |

SCALE: 1"=20'
 Sheet Number: C-6

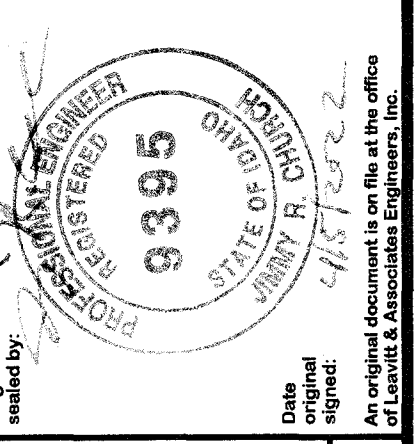
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- FOR ACTUAL ELEVATIONS, ADD 2700' TO ELEVATIONS SHOWN.

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LEAVITT & ASSOCIATES ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING
 4324 FIRST STREET SOUTH NAMPA IDAHO 83651
 PHONE (208) 463-0333 FAX (208) 463-8040

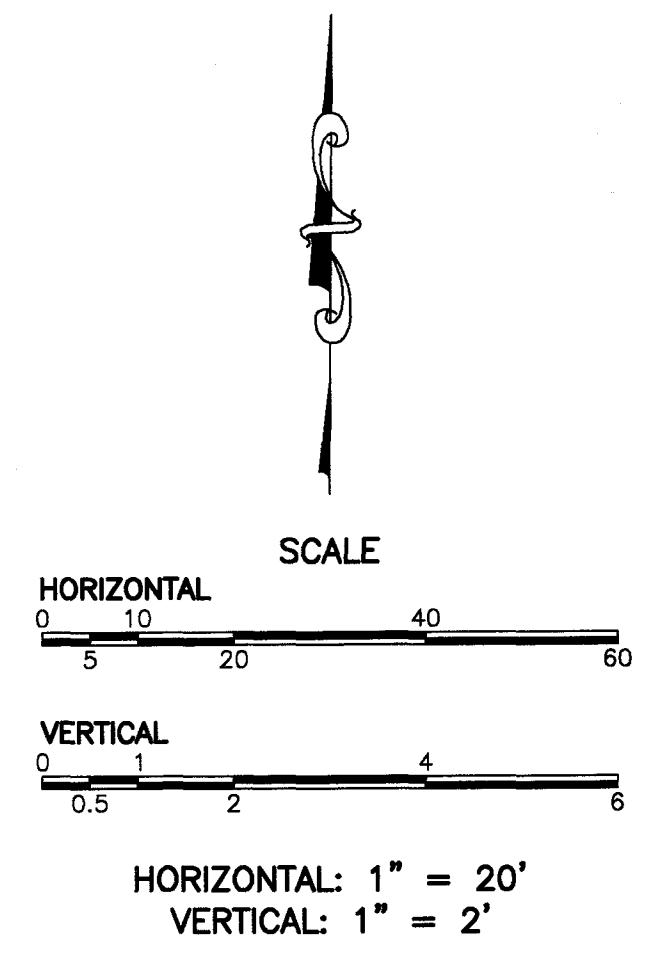
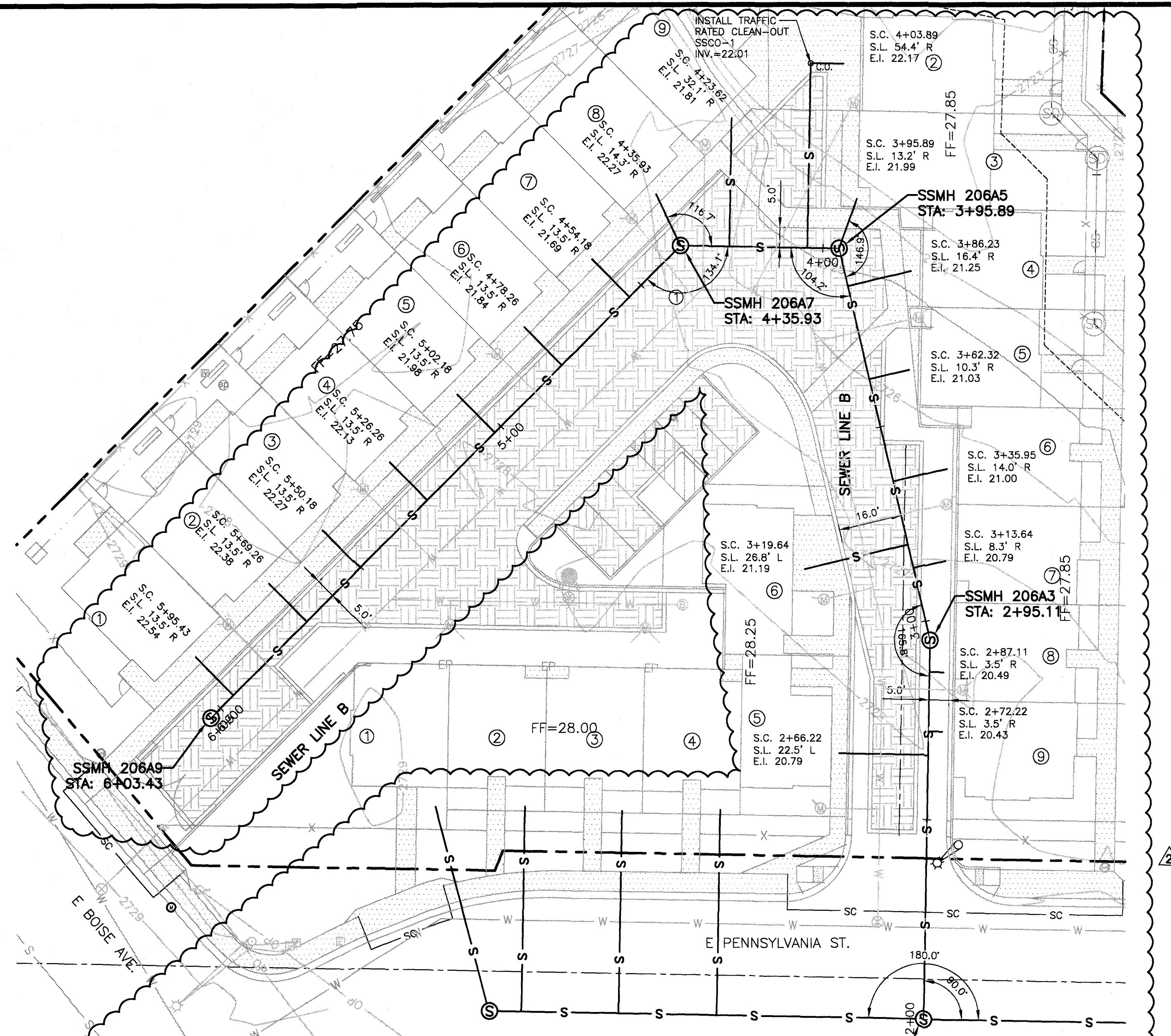


Original issued by: [Blank]
 Date original: [Blank]
 Date of this document: 09/10/21
 Job Number: 21031.002
 Designer: NUP
 Checker: PDL
 Director: NUP

BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1565

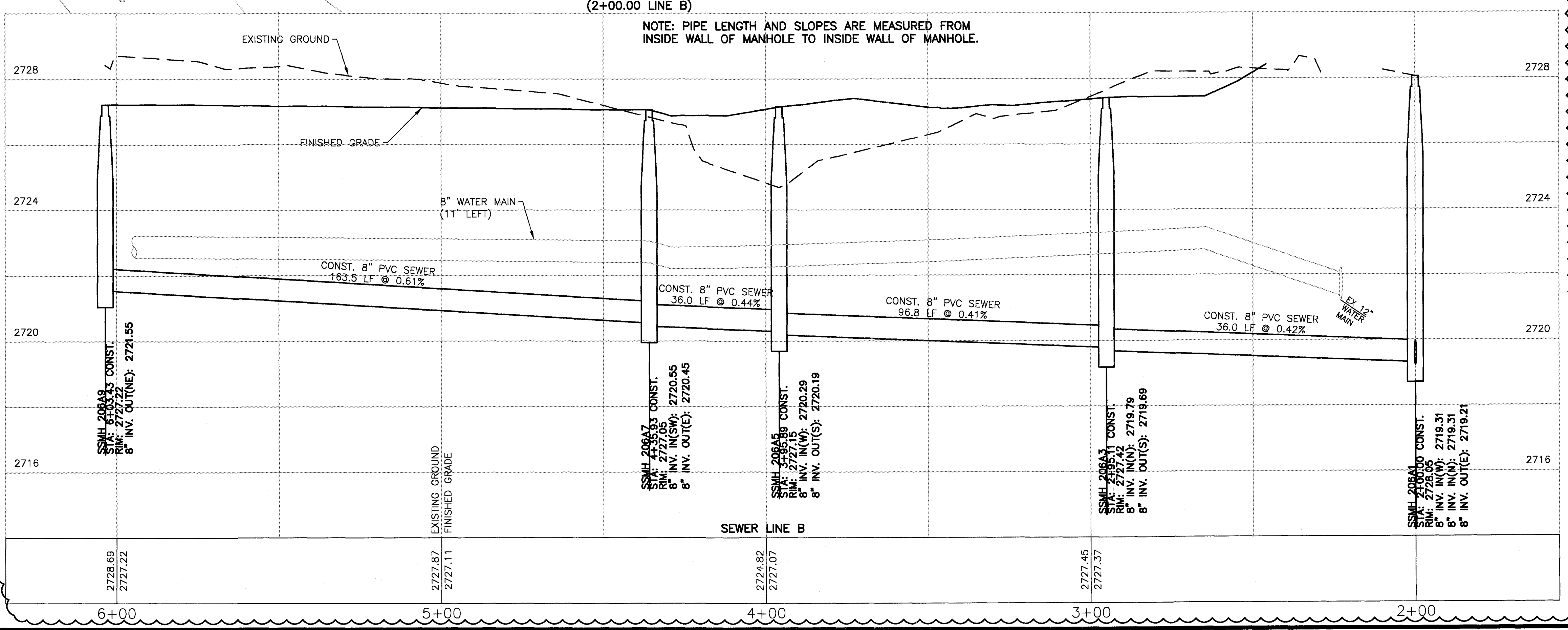
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|-----------|----------|-----|---------------------------|
| 1 | 04/01/22 | DL | REV. PER CITY SEWER COMM. |
| 2 | 11/09/21 | PDL | REV. PER ARCHITECT |
| 3 | 09/10/21 | NUP | ISSUED FOR APPROVAL |
| REVISIONS | | | |

SCALE: 1"=20'
 Sheet Number: C-7



NOTES:

- SERVICES EXTENDING MORE THAN 15 FEET INTO PRIVATE PROPERTY SHALL REQUIRE INSPECTION FROM THE CITY PLUMBING DEPARTMENT. CONTRACTOR SHALL COORDINATE THE INSPECTION OF PRIVATE SEWER SERVICE LINES SEPARATELY FROM PUBLIC SEWER.
- WHERE CONSTRUCTION IS LOCATED WITHIN A PRIVATE DRIVE, CONTRACTOR SHALL SECURE INDEPENDENT COMPACTION TESTING ON TRENCH BACKFILL AND SUBMIT TEST RESULTS TO BOISE PUBLIC WORKS.



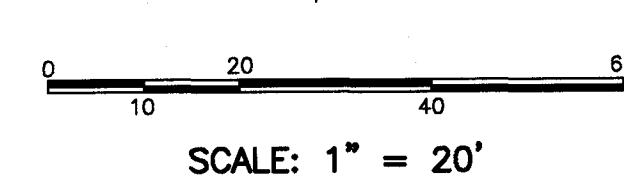
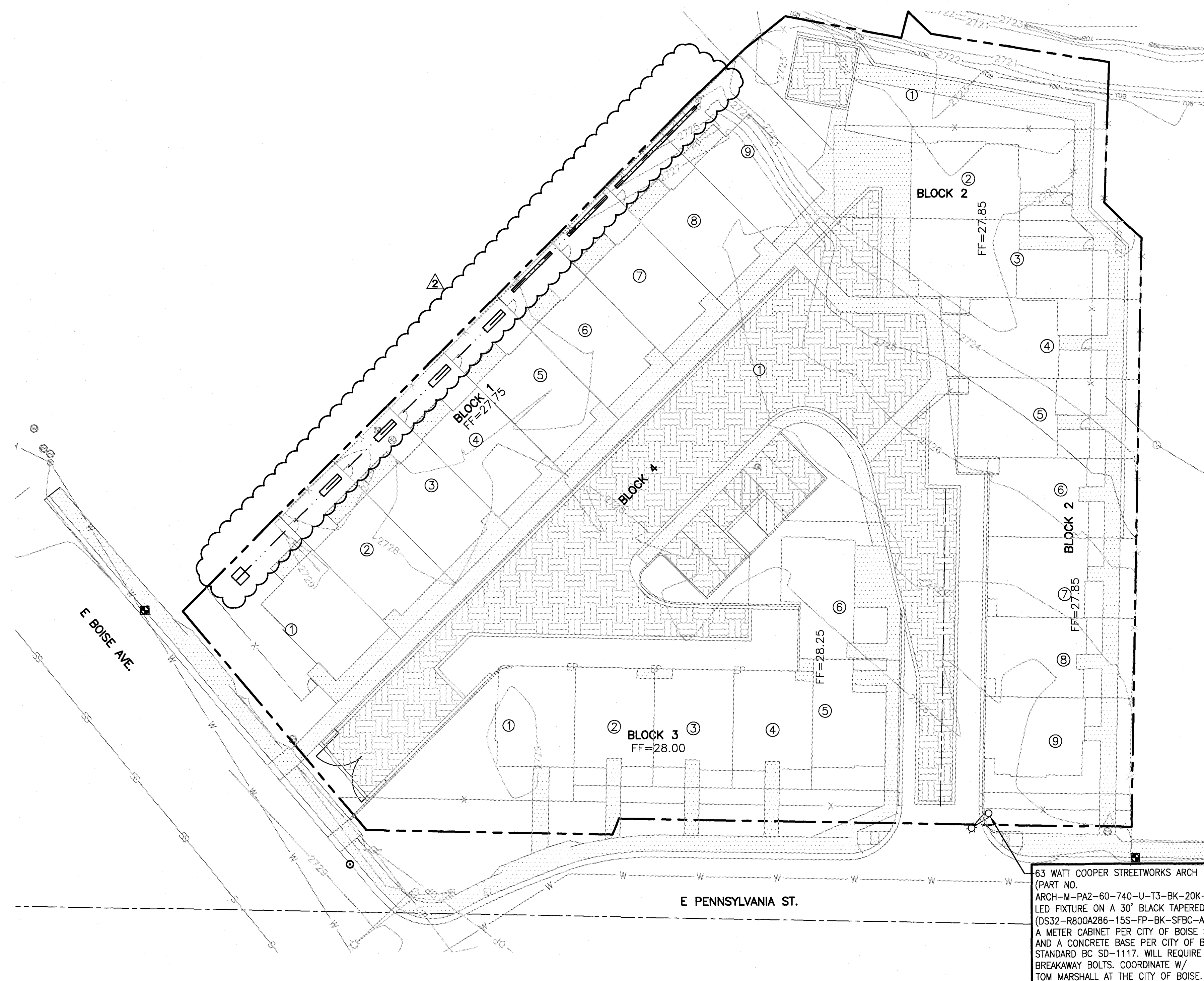
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3. FOR ACTUAL ELEVATIONS, ADD 2400' TO ELEVATIONS SHOWN.
4. DIMENSIONS SHOWN ARE TO BACK OF CURB OR CENTER OF MARKINGS, UNLESS SHOWN OTHERWISE.

*CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION PRIOR TO CONSTRUCTION.



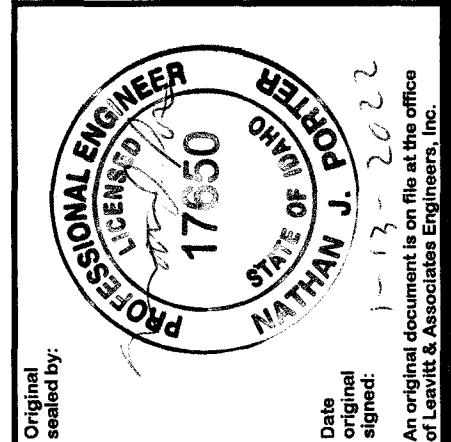
STREET LIGHT NOTES:

- 1) CONTRACTORS INSTALLING LIGHTING WILL BE REQUIRED TO CONTACT BOISE CITY PUBLIC WORKS INSPECTION SECTION 48 HOURS PRIOR TO SCHEDULE THE PRELIMINARY INSPECTION PRIOR TO PLACING CONCRETE OR COVERING CONDUITS. IN ADDITION, THE ELECTRICAL CONTRACTOR IS REQUIRED TO CALL 24 HOURS IN ADVANCE TO SCHEDULE A FINAL INSPECTION BY THE BOISE CITY PUBLIC WORKS INSPECTION SECTION AFTER ALL WORK HAS BEEN COMPLETED. ELECTRICAL CONTRACTOR MUST BE PRESENT AT ALL INSPECTIONS. (TO SCHEDULE YOUR PUBLIC WORKS INSPECTION, PHONE 208-608-7070) FOR METERED SERVICES AN ADDITIONAL INSPECTION IS REQUIRED BY THE ELECTRICAL INSPECTOR HAVING JURISDICTION AT THE PROJECTS LOCATION (BOISE CITY WITHIN CITY LIMITS, STATE IF IN THE COUNTY WITHIN THE CITY'S AREA OF IMPACT.)
- 2) DEVELOPER OR ELECTRICAL CONTRACTOR IS REQUIRED UPON COMPLETION OF ALL FINAL INSPECTIONS TO NOTIFY BOISE CITY PUBLIC WORKS STREET LIGHT SECTION 208-608-7070 WHEN READY FOR POWER ENERGIZING TO NEWLY INSTALLED STREET LIGHTS WITHIN THE CITY LIMITS. PROVIDE THE CONTRACTORS NAME, AND SUBDIVISION NAME.
- 3) FOR DESIGN INFORMATION OR QUESTIONS, CONTACT TOM MARSHALL (208)608-7526. ALL STREET LIGHTS SHALL BE INSTALLED PER ISFWC, NEC CODES, ACHD CODES FOR WORKING IN THE PUBLIC RIGHT-OF-WAY, AND BOISE CITY PUBLIC WORKS STREET LIGHT STANDARD REVISIONS TO THE ISFWC.
- 4) DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OR OTHER ELECTRICAL DEVICES TO ANY STREET LIGHTING CIRCUITS. ANY AND ALL IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OR OTHER ELECTRICAL DEVICES SHALL BE CONNECTED DIRECTLY TO IDAHO POWER AT AN IDAHO POWER APPROVED LOCATION VIA A SEPARATE CONDUIT SYSTEM.
- 5) UNDERGROUND WIRE SHALL BE #6 COPPER, AWG, THWN, 600 VOLT INSULATED (NO ALUMINUM WIRE).
- 6) OVERHEAD WIRE CAN BE EITHER BE #6 COPPER OR ALUMINUM DUPLEX WITH AN ASCR NEUTRAL MESSENGER.
- 7) ALL ELECTRICAL CONDUITS SHALL BE SCHEDULE 40, PVC, UL LABELED.
- 8) A LOCATING WIRE IS REQUIRED IN ALL EMPTY PVC ELECTRICAL CONDUITS.
- 9) FOR SERVICE CABINET INSTALLATION AN ELECTRICAL PERMIT IS REQUIRED FROM THE BOISE CITY BUILDING DEPARTMENT OR THE STATE IF LOCATED IN THE COUNTY.
- 10) INSPECTION OF SERVICE CABINETS WITHIN THE CITY WILL BE THROUGH BOISE CITY BUILDING DEPARTMENT ELECTRICAL SECTION AS WELL AS THE PUBLIC WORKS INSPECTION DEPARTMENT. IN THE COUNTY, THE STATE WILL INSPECT IN ADDITION TO PUBLIC WORKS. THE BUILDING DEPARTMENT INSPECTION OR STATE INSPECTION MUST BE ACCOMPLISHED FIRST BEFORE CALLING FOR THE PUBLIC WORKS FINAL INSPECTION. TO SCHEDULE YOUR CITY BUILDING DEPARTMENT ELECTRICAL INSPECTION OR FOR PERMIT INFORMATION, PHONE 208-608-7070.

63 WATT COOPER STREETWORKS ARCH MEDIUM (PART NO. ARCH-M-PA2-60-740-U-T3-BK-20K-PR-10X) LED FIXTURE ON A 30' BLACK TAPERED POLE (DS32-R800A286-15S-FP-BK-SFBC-AB) WITH A METER CABINET PER CITY OF BOISE STANDARDS AND A CONCRETE BASE PER CITY OF BOISE STANDARD BC SD-1117. WILL REQUIRE BREAKAWAY BOLTS. COORDINATE W/ TOM MARSHALL AT THE CITY OF BOISE.

LEAVITT & ASSOCIATES, INC.
STRUCTURAL * CIVIL SURVEYING

1324 FIRST STREET SOUTH Nampa Idaho 83851
 PHONE (208)463-0333/FAX(208)463-7670 FAX (208)463-9040



STREET LIGHTING PLAN

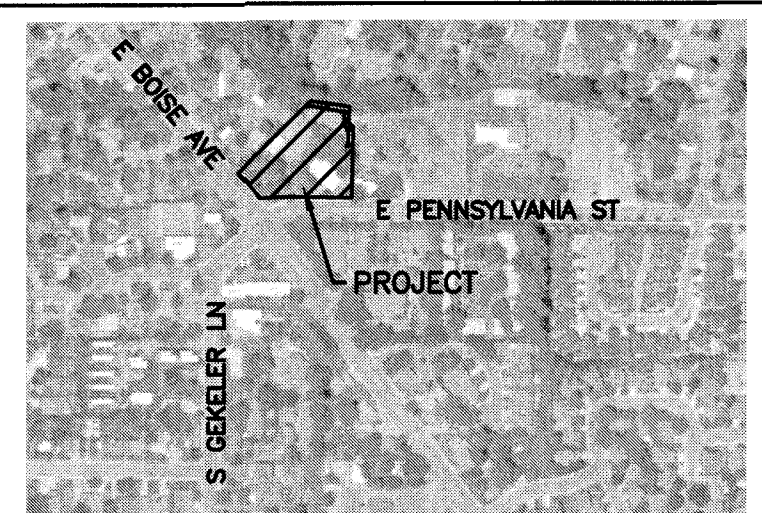
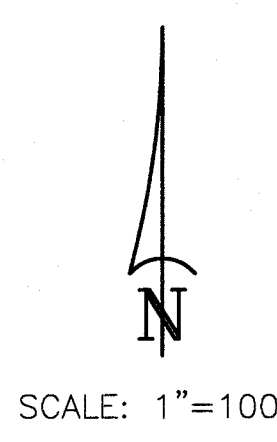
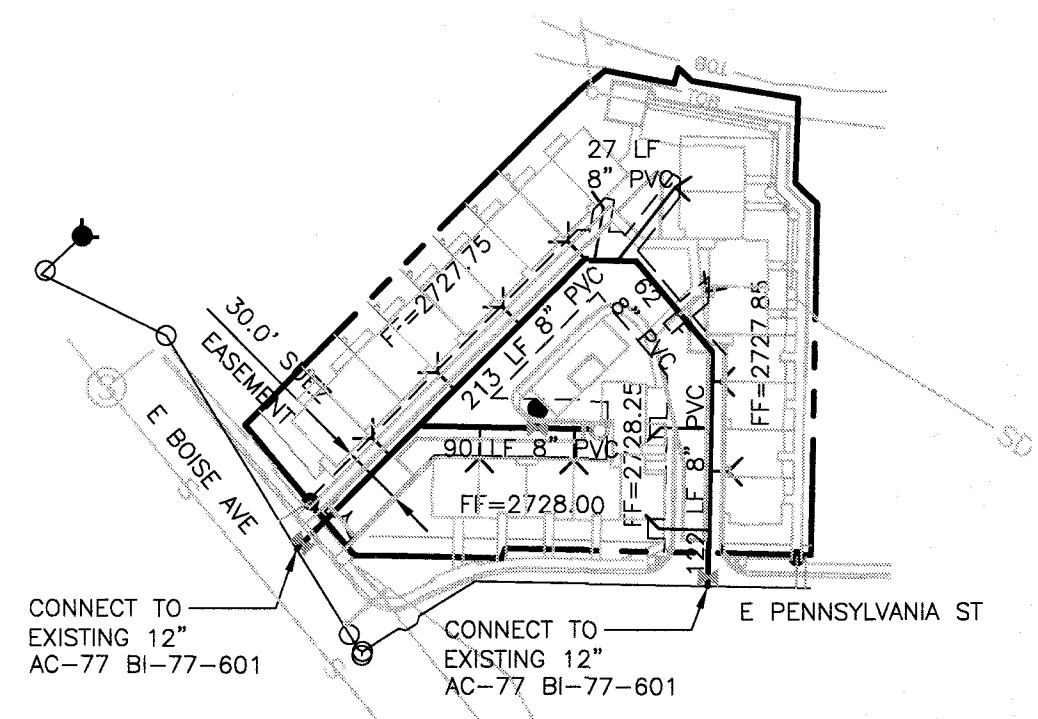
Original sealed by: _____ Date original signed: 09/10/21
 Signature of: _____ Title: _____
 Job Number: 21031.002
 Checked by: NJP
 Drawn by: PDL
 Delivery date: 09/10/21

BOISE 23
 BOISE, IDAHO

OWNER/DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 PHONE (208) 596-1566

| No. | DATE | BY | DESCRIPTION | REVISIONS |
|-----|----------|-----|------------------------------|-----------|
| 2 | 01/05/22 | DL | REV. PER DRAINAGE DISTRICT 3 | |
| 1 | 11/05/21 | PDL | REV. PER ARCHITECT | |
| 0 | 09/10/21 | NJP | ISSUED FOR APPROVAL | |

SCALE: 1"=20' Sheet Number: **C-8**



VICINITY MAP
SCALE: 1"=500'

NOTES

ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE SUEZ SPECIAL SPECIFICATIONS AND STANDARD DRAWINGS.
 REQUIRED FIRE FLOW IS 2,000 GPM.
 ALL WATER SERVICES AND FIRE LINES SHALL BE 2.0" PVC LINES.
 FIRE SERVICE LINES WILL BE A COMBINATION SYSTEM FOLLOWING NFPA 13.D. SERVICE LINES WILL BE 2" AND METER SIZE WILL BE 2".
 THE SEAL BELOW RELATES TO THE WATER SYSTEM DESIGN ONLY. ALL OTHER UTILITIES, RIGHTS OF WAY AND RELATED SURVEY DATA ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 CENTER OF METER BOX AND FIRE HYDRANT TO BE LOCATED 32" BEHIND CURB OR SIDEWALK.
 THE HORIZONTAL SEPARATION OF THE WATER AND NON-POTABLE MAINS SHALL BE A MINIMUM OF 10 FEET, WHERE IT IS NECESSARY FOR THE WATER AND NON-POTABLE MAINS TO CROSS EACH OTHER AND THE NON-POTABLE MAIN IS LESS THAN 18 INCHES BELOW OR ABOVE THE WATER MAIN, THE NON-POTABLE MAIN SHALL BE CONSTRUCTED WITH 150 PSI CLASS WATER PIPE FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE WATER MAIN. ONE FULL LENGTH OF BOTH WATER MAIN AND NON-POTABLE LINE SHALL BE CENTERED AT THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. A SEPARATION DISTANCE OF 25 FEET SHALL BE MAINTAINED FROM THE WATER MAIN TO ANY SUBSURFACE DISPOSAL SYSTEM. IF THE NON-POTABLE LINE CROSSES ABOVE THE WATER LINE, AT LESS THAN 18", THEN THE NON-POTABLE LINE MUST BE SUPPORTED ACCORDING TO IDAPA 58.01.08.542.07 (c), ONE FULL LENGTH OF BOTH WATER LINE AND NON-POTABLE WATER LINE SHALL BE CENTERED OVER THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. IN LIEU OF CONSTRUCTION OR RECONSTRUCTING THE NON-POTABLE WATER LINE EITHER THE NON-POTABLE LINE OR WATER LINE MAY BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.

LEGEND

- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED BLOW-OFF
- ✕ PROPOSED GATE VALVE
- PROPOSED SINGLE SERVICE
- PROPOSED COMMON SERVICE
- ** PROPOSED FIRE SERVICE
- ⊙ EXISTING FIRE HYDRANT W/VALVE
- EXISTING GATE VALVE
- EXISTING SERVICE
- EXISTING WATER LINE
- EXISTING BLOW-OFF

| SUEZ INSPECTION | |
|----------------------|-------------------|
| Inspector: | Date of As-built: |
| Contractor: | |
| Foreman: | |
| SUEZ GIS INFORMATION | |
| Flushing Zone: | CW WO No.: |

DEVELOPER:
CHRYSALLIS ARCHITECTURE
 3130 W STATE ST
 BOISE, ID 83703
 (208) 596-1565

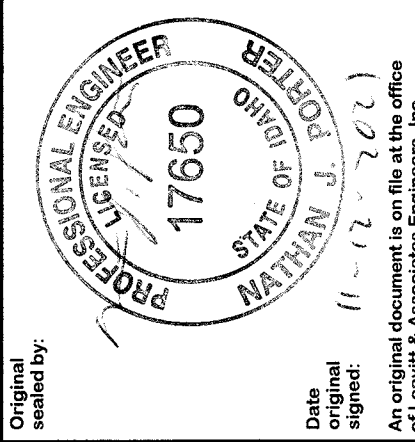
LA LEAVITT & ASSOCIATES ENGINEERS, INC.
 STRUCTURAL * CIVIL SURVEYING
 1324 FIRST STREET SOUTH, Nampa, IDAHO 83651
 PHONE (208)463-0333/463-7670 FAX (208)463-9040

SUEZ 8248 W. VICTORY ROAD
 BOISE, IDAHO 83709

BOISE 23 WATER PLAN

| | | |
|----------------|-----------------|---------------------------|
| Drawn By: PDL | Map No.: 1023-1 | Ref. No.: 21042 |
| Scale: 1"=100' | Revisions: | Sewer Dist: BOISE |
| Date: 07/23/21 | | Trm, Rgn, Sec. 3N, 2E, 23 |
| CEA: | | Sheet: 1 OF 1 |

LEAVITT & ASSOCIATES ENGINEERS, INC.
 STRUCTURAL * CIVIL SURVEYING
 1324 FIRST STREET SOUTH Nampa, IDAHO 83651
 PHONE (208)463-0333/463-7670 FAX (208)463-9040



| | | | | |
|------------------|---------------|-----------------|------------------------|-------------------------|
| Designed By: NJP | Drawn By: PDL | Checked By: NJP | Loop Number: 21031.002 | Delivery Date: 09/10/21 |
|------------------|---------------|-----------------|------------------------|-------------------------|

BOISE 23
 BOISE, IDAHO
 OWNER/DEVELOPER:
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| No. | DATE | BY | DESCRIPTION |
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| 1 | 09/10/21 | NJP | ISSUED FOR APPROVAL |
| REVISIONS | | | |

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SCALE: 1"=20'
 Sheet Number: C-9

LANDSCAPING INFORMATION

- ROADWAY LANDSCAPE BUFFERS:**
W. BOISE AVE. (MINOR ARTERIAL):
13' STREET BUFFER
88 FEET STREET BUFFER
SHADE TREES @ 1/40' =2 TREES REQUIRED
2 TREES PROPOSED
4' HEIGHT 3-RAIL VINYL FENCE PROVIDED
- E. PENNSYLVANIA ST. (COLLECTOR):
10' STREET BUFFER
238 FEET STREET BUFFER
SHADE TREES @ 1/40' =6 TREES REQUIRED
6 TREES PROPOSED
4' HEIGHT 3-RAIL VINYL FENCE PROVIDED
- PERIMETER LANDSCAPE BUFFERS:**
NORTH WEST:
15' BUFFER
263 FEET BUFFER
SHADE TREES @ 1/40' =7 TREES REQUIRED
9 TREES PROPOSED
6' HEIGHT SOLID VINYL FENCE PROVIDED
- NORTH:
15' BUFFER
102 FEET BUFFER
SHADE TREES @ 1/40' =3 TREES REQUIRED
3 TREES PROPOSED
6' HEIGHT SOLID VINYL FENCE PROVIDED
- NORTH EAST:
15' BUFFER
236 FEET BUFFER
SHADE TREES @ 1/40' =6 TREES REQUIRED
8 TREES PROPOSED
6' HEIGHT SOLID VINYL FENCE PROVIDED

- COMMON LOTS:**
1 TREE / 1,00 SF
8,535 SF TOTAL COMMON GRASSY PLAY AREAS
TOTAL COMMON AREA TREES REQUIRED = 9 CLASS II TREES
4 SHADE TREES + 4 ORNAMENTAL TREES + 6 CONIFERS = 9 (EQUIVALENT)

- MITIGATION FOR REMOVAL OF EXISTING TREES:**
ALL EXISTING TREES ON THE SITE ARE OUTSIDE OF THE RIGHT OF WAY
- NO MITIGATION NECESSARY - COORDINATE WITH THE CITY FORESTER
IN THE FIELD BEFORE ANY EXISTING TREES ARE DAMAGED OR
REMOVED.

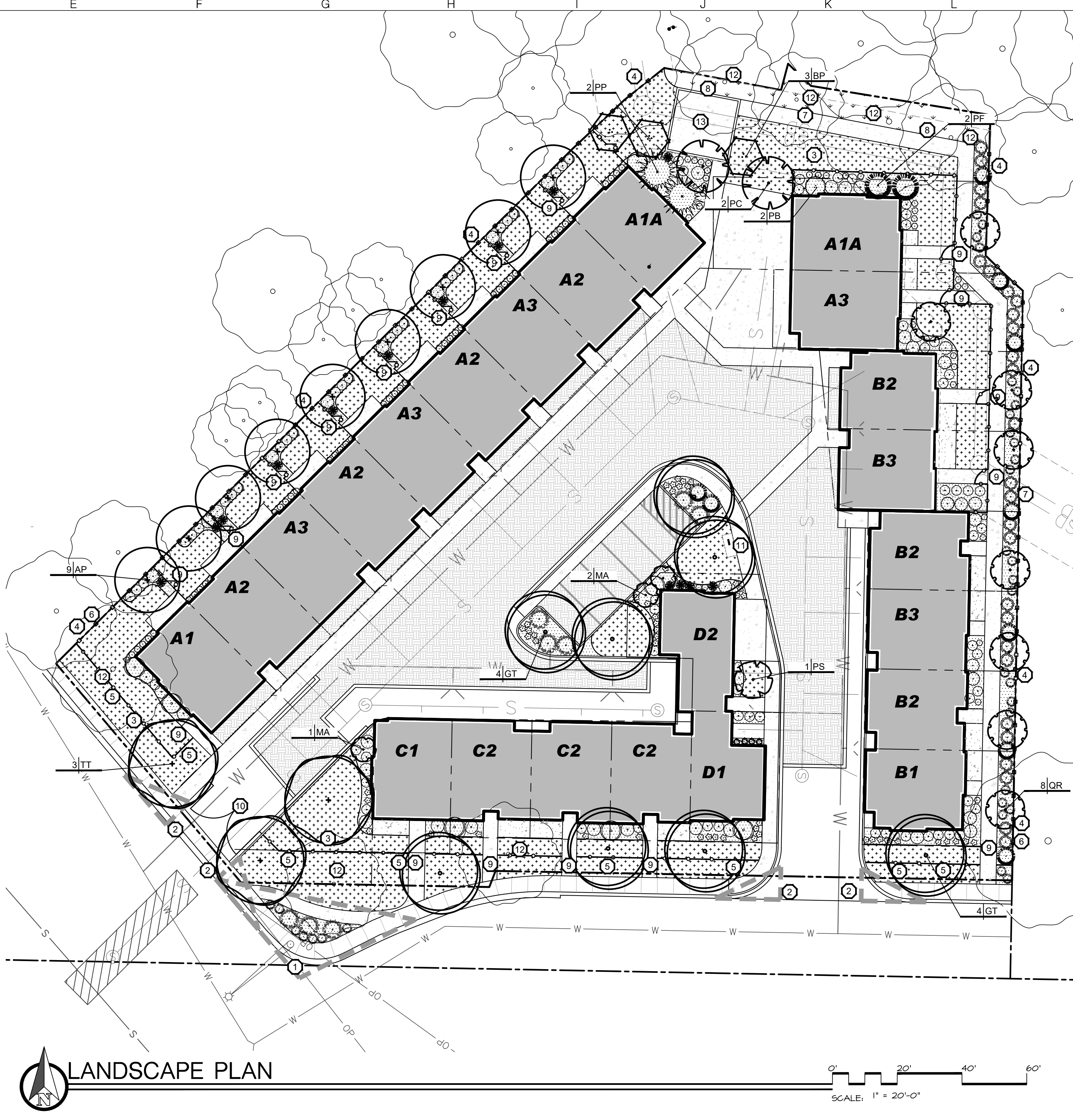
- SITE AMENITIES:**
COMMON OPEN GRASSY PLAY AREAS

LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION. ALL PLANT MATERIAL SHALL BE GRADE #1 OR BETTER.
- ALL PLANTING BEDS AND TREE WELLS IN LAWN AREAS (WELLS TO BE 3" IN DIAMETER) SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF MULCH PER PLANS. SUBMIT SAMPLE FOR APPROVAL BY OWNER.
- ALL LAWN AREAS SHALL BE SODDED WITH 100% TURF TYPE TALL FESCUE (FESTUCA ARUNDINACIA). CONTRACTOR SHALL VERIFY AND MATCH THE VARIETY EXISTING IN THE ADJACENT DEVELOPMENT.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- PLANTING BACKFILL FOR TREES AND PLANTING BEDS SHALL BE 5 PARTS TOPSOIL AND 1 PART COMPOST WITH STRAW. STAKE ALL TREES PER DETAILS.
- ALL LAWN AREAS SHALL HAVE 6" OF TOPSOIL AND ALL PLANTING BEDS SHALL HAVE 12" OF TOPSOIL (MINIMUM). TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS, OR OTHER FOREIGN MATERIAL LARGER THAN 1" IN ANY DIMENSION, A PH FROM 5.5 TO 7.0. TOP SOIL FROM SITE SHALL BE USED, IF MEETING THESE STANDARDS. PLACE 1/2" COMPOST OVER ALL LANDSCAPED AREAS AND ROTOTILL INTO TOP 4". SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE, 1" BELOW SURFACE OF WALKS AND CURBS IN AREAS TO BE SODDED AND 3" IN PLANTING BED AREAS.
- FERTILIZE ALL TREES AND SHRUBS WITH "AGRIFORM" PLANTING TABLETS, 21 GRAM. QUANTITY PER MANUFACTURER'S RECOMMENDATION.
- PLANT MATERIAL SHALL NOT BE SUBSTITUTED WITHOUT THE WRITTEN PERMISSION OF OWNER. SUBMIT NAMES OF THREE SUPPLIERS CONTACTED IF SUBSTITUTION IS REQUESTED AND PLANT MATERIAL SPECIFIED IS NOT AVAILABLE.
- SHRUB PLANTING BEDS SHALL BE SHOVEL EDGED TO CREATE A DISTINCT SEPARATION OF LANDSCAPE TYPES.
- IMMEDIATELY CLEAN UP ANY TOPSOIL, OR OTHER DEBRIS ON SITE CREATED FROM LANDSCAPE OPERATION AND DISPOSE OF PROPERLY OFF SITE.
- ALL LANDSCAPE AREAS SHALL HAVE AN STATE OF THE ART AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND IS PROPERLY ZONED FOR REQUIRED WATER USES AND HAS A WEATHER STATION CAPABLE OF TURNING OFF FOR RAINFREEZE EVENTS. ALL SHRUB ZONES, SPRAY ZONES AND GEAR DRIVEN ZONES SHALL BE PLACED ON SEPARATE ZONES. DO NOT EXCEED A MAXIMUM OF 5 FPS IN ALL MAINLINE AND LATERAL LINES.
- COORDINATE ALL DRAINAGE AREAS AND UTILITIES WITH TREE LOCATIONS AND ADJUST PER FIELD CONDITIONS.
- ALL EXISTING TREES SHOWN TO REMAIN SHALL BE RETAINED AND PROTECTED THROUGH OUT CONSTRUCTION.
- NO TREES SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
- STORM PONDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK.
- TRIM ALL TREES WITHIN VISION TRIANGLES TO 8' ABOVE FINISH GRADE TO MEET ACHD STANDARDS.

IRRIGATION NOTES:

- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
- PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
- POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
- PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM.
- ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
 - PRECISE INDIVIDUAL STATION TIMING
 - RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
 - AT LEAST ONE PROGRAM FOR EACH HYDROZONE
 - SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
 - POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
- SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
- PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.
- POINT OF CONNECTION TO BE APPROVED BY JURISDICTION PROVIDING WATER SOURCE.



LANDSCAPE PLAN

LANDSCAPE LEGEND

- EXISTING TREES TO REMAIN
- PLANTS TO BE INSTALLED
- STEEL EDGING, SEE DETAIL 1/L2.0
- CUT EDGE, SEE DETAIL 2/L2.0
- 6" SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 7/L2.0
- 3" 3-RAIL VINYL FENCE, SEE DETAIL 6/L2.0
- PROPERTY LINE (VERIFY)
- QUANTITY IDENTIFICATION KEY
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- NATIVE DRYLAND SEED MIX OVER APPROVED TOPSOIL AS SPECIFIED
- 3" DEPTH OF 1" MINUS BARK MULCH OVER APPROVED TOPSOIL
- 3" DEPTH OF 3/4" MINUS BLACK & TAN CRUSHED BASALT OVER DEWITT 5 PRO WEED FABRIC AND APPROVED TOPSOIL
- CONCRETE FLATWORK PER CIVIL
- PROPOSED BUILDING

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

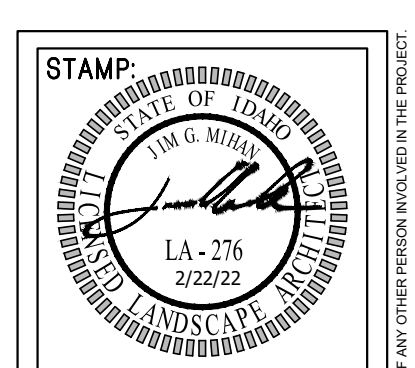
| KEY | BOTANICAL NAME COMMON NAME | PLANTING SIZE | MATURE SIZE | CLASS |
|---|---|---------------|--------------------|----------|
| DECIDUOUS TREES SEE DETAIL 10/L2.0 | | | | |
| AP | Acer platanoides 'Columnarpp' | 2" B&B | 40' hgt. 25' w | CLASS II |
| BP | Betula platyphylla 'eFargo' PP 10963 | 2" B&B | 40' hgt. 15' w | CLASS II |
| GT | Gleditsia triacanthos inermis 'Skyline' | 2" B&B | 45' hgt. 30' w | CLASS II |
| MA | Malus x 'Red Baron' | 2" B&B | 15' hgt. 10' w | CLASS I |
| PC | Prunus cerasifera 'Thundercloud' | 2" B&B | 20' hgt. 20' w | CLASS I |
| PS | Prunus sargentii 'Columnaris' | 2" B&B | 30' hgt. 15' w | CLASS I |
| QR | Quercus robur x alba | 2" B&B | 35' hgt. 15' w | CLASS II |
| TT | Tilia tomentosa 'Sterling' | 2" B&B | 45' hgt. 35' w | CLASS II |
| CONIFEROUS TREES SEE DETAIL 8/L2.0 | | | | |
| PB | Picea pungens 'Bacheri' | 6" B&B | 15' hgt. 8' w | CONIF. |
| PF | Pinus flexilis 'Vanderwolf's Pyramid' | 6" B&B | 20' hgt. 10' w | CONIF. |
| PP | Picea pungens 'glauca' | 8'-10" B&B | 35' hgt. 15' w | CONIF. |
| GROUND COVERS/ GRASSES/ PERENNIALS SEE DETAIL 3/L2.0 | | | | |
| ○ | Coreopsis rosea 'Sweet Dreams' | 1 Gal. | 1' hgt. x 1' wide | |
| ★ | Calamagrostis x. acutiflora 'Overdam' | 1 Gal. | 3' hgt. x 2' wide | |
| ☆ | Hemerocallis x 'Stella De Oro' | 1 Gal. | 18" hgt. x 2' wide | |
| ● | Sedum spectabile 'Autumn Joy' | 1 Gal. | 2' hgt. x 3' wide | |
| ⊙ | Pennisetum alopecuroides 'Little Bunny' | 1 Gal. | 2' hgt. x 3' wide | |
| ○ | Phlox subulata 'Candy Stripe' | 1 Gal. | 6" hgt. x 3' wide | |
| SHRUBS SEE DETAIL 4/L2.0 | | | | |
| ○ | Euonymus alatus 'Compactus' | 2 Gal. | 4' hgt. x 4' wide | |
| ○ | Buxus microphylla japonica 'Winter Gem' | 3 Gal. | 4' hgt. x 4' wide | |
| ○ | Berberis thunbergii 'Helmond Pillar' | 2 Gal. | 3' hgt. x 2' wide | |
| ○ | Cornus alba 'Baibai' | 5 Gal. | 6' hgt. x 6' wide | |
| ○ | Cotoneaster horizontalis 'Perpusillus' | 2 Gal. | 12" hgt. x 6' wide | |
| ○ | Rhus trilobata 'Autumn Amber' | 2 Gal. | 6" hgt. x 6' wide | |
| ○ | Picea pungens 'Globose' | 5 Gal. | 4' hgt. x 6' wide | |
| ○ | Physocarpus opulifolius 'Seaward' | 2 Gal. | 4' hgt. x 4' wide | |
| ○ | Potentilla fruticosa 'Gold Star' | 2 Gal. | 3' hgt. x 3' wide | |
| ○ | Rosa x 'Noasplash' | 2 Gal. | 2' hgt. x 4' wide | |
| ○ | Spiraea japonica 'Goldmound' | 2 Gal. | 3' hgt. 3' wide | |

CALLOUT LEGEND

- 40' VISION TRIANGLE
- 20' X 10' DRIVEWAY ENTRANCE VISION TRIANGLE
- OPEN GRASSY PLAY SPACE
- 6' TALL SOLID VINYL FENCE
- 3' TALL 3-RAIL VINYL FENCE
- TRANSITION 3' TALL SOLID VINYL FENCE TO 6' TALL VINYL FENCE, SEE DETAIL 5/L2.0. START TRANSITION AT 20' FROM PROPERTY LINE.
- RETAINING WALL PER CIVIL
- SEED ALL DISTURBED AREAS WITH DRYLAND SEED MIX AS SPECIFIED. SEE NOTES SHEET L2.0.
- 3'-0" WIDE, MAN GATE IN FENCE FOR ACCESS.
- FIRE ACCESS GATE PER CIVIL.
- BICYCLE RACK FOR TWO, SEE DETAIL 8/L2.0
- SAVE AND PROTECT EXISTING TREE
- COMMUNITY GATHERING AREA WITH FIRE PIT BY OWNER

SITE FEATURES

| | |
|-----------------------|-------------|
| TOTAL ACRES | 1.24 ACRES |
| | (54,181 SF) |
| TOTAL LANDSCAPED AREA | 13,218 |
| % OF TOTAL AREA | 24.4% |
| OPEN GRASSY AREA | 7,936 SF |
| % OF TOTAL AREA | 14.65% |



DATE: 2/22/2022

SOUTH BECK & BAIRD
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REVISIONS:

| No. | Date | Description |
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LANDSCAPE PLAN
Boise Views Townhomes
Boise Ave & Pennsylvania St. Boise, ID 83706

DRAWN BY: AUJ
CHECKED BY: JGH
PROJECT NUMBER: 21-003
SHEET: L1.0

IRRIATION DISTRICT SUBMITTAL

DRYLAND SEEDING REQUIREMENTS

GENERAL OVERVIEW
THIS REPORT OUTLINES RECOMMENDED REVEGETATION AND SLOPE STABILIZATION MEASURES FOR DISTURBED CUT AND FILL SLOPES WITHIN THE PROJECT LIMITS AS DEFINED ON THE ACCOMPANYING PLAN WHICH WILL BE SEEDED WITH THE DRYLAND SEED MIX AND NOT IRRIGATED. THESE RECOMMENDATIONS ARE MADE TO PREVENT SHORT TERM AND LONG TERM SOIL EROSION AS WELL AS TO PROVIDE AN AESTHETIC REVEGETATION WHICH WILL BLEND WITH THE EXISTING NATURAL SURROUNDING AREA. THE MEASURES INCLUDE REVEGETATION AND HYDROMULCHING PROCEDURES FOLLOWING TOPSOIL DISTRIBUTION AND FINE GRADING. THE AREA TO BE REVEGETATED CONSISTS OF ALL DISTURBED AREAS RELATED TO GRADING FOR CONSTRUCTION AND ANY OTHER AREAS DISTURBED IN THE PROCESS OF CONSTRUCTION. THE SLOPES TO BE AFFECTED VARY WIDELY IN DEGREE AND ASPECT.

GENERAL EARTHWORK
ALL WORK SHALL BE LIMITED TO THE AREA REQUIRED FOR CONSTRUCTION WITH MINIMAL, IF ANY, DISTURBANCE TO THE SURROUNDING NATURAL SLOPE OR VEGETATION. ALL FINISHED GRADES SHALL BE SMOOTH AND ROUNDED TO ENSURE A NATURAL TRANSITION BETWEEN NEW AND EXISTING GRADES. REFER TO GRADING AND DRAINAGE PLANS FOR ADDITIONAL REQUIREMENTS.

SITE PREPARATION
EARTHWORK PROCESS SHOULD BEGIN WITH CLEARING LARGE SHRUBS FROM THE AREAS TO BE DISTURBED. WOODY STEMS AND BRANCHES SHALL BE CHIPPED ON SITE TO IMPROVE THE AMOUNT OF ORGANIC MATERIAL IN THE TOP SOIL. NATURAL TOPSOIL OCCURS AT VARYING DEPTHS ON THE PROJECT SITE. THE TOPSOIL SHOULD BE EXCAVATED AND STOCKPILED AT DESIGNATED STORAGE AREAS PRIOR TO THE PROPOSED GRADING OPERATIONS.

TOPSOIL DISTRIBUTION
ONCE THE GENERAL EARTHWORK IS COMPLETE AND ROUGH GRADING HAS BEEN ACCOMPLISHED, THE TOPSOIL SHOULD BE REDISTRIBUTED OVER THE AREA TO MINIMUM DEPTHS AS SPECIFIED. WHERE NEEDED, SLOPES SHOULD BE GRADED WITH SERRATION TO HOLD TOPSOIL ADEQUATELY. TOPSOIL SHOULD BE SPREAD AND LIGHTLY COMPACTED UTILIZING A SMALL CLEATED TRACTOR MOVING PERPENDICULAR TO THE CONTOURS OR ANOTHER METHOD WITH EQUAL CAPABILITY. IT IS OUR RECOMMENDATION THAT ANY NECESSARY MECHANICAL MEANS OF EROSION CONTROL BE IN PLACE PRIOR TO BEGINNING SITE DISTURBANCE.

ONCE TOPSOIL HAS BEEN DISTRIBUTED AND GRADED, REVEGETATION SEEDING SHALL FOLLOW IMMEDIATELY. IN ORDER TO ELIMINATE SURFACE CRUSTING AND TO FACILITATE BETTER ROOT PENETRATION, THE SURFACE SHOULD BE SCARIFIED PRIOR TO SEEDING.

SEEDING
APPLY SEED TO THE PROJECT SITE BY HYDROSEEDING.
THE FOLLOWING INFORMATION PROVIDES MATERIAL AND EXECUTION FOR SEEDING.
SEED MIXTURE: PURE LIVE SEED % MIX INSTALL @ 40 LBS / ACRE
HARD FESCUE 25
CANADA BLUE FESCUE 25
SHEEP FESCUE 25
WINGLEY CHEWINGS FESCUE 25

FIBER MULCH MATERIAL
GROW NUTRIBASE FROM "QUATTRO ENVIRONMENTAL", A COMPOSTED POULTRY BASED MULCH MATERIAL FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS. APPLY AT THE RATE OF 2000 LBS. PER ACRE.

ORGANIC SOIL AMENDMENT
GROW NUTRIBOOST FROM "QUATTRO ENVIRONMENTAL" (OR APPROVED EQUAL) APPLIED AT 5 GALLONS PER ACRE.

TACKIFIER
MULCH TACKIFIER SOIL STABILIZER - ECOLOGY CONTROLS M-BINDER. TACKIFIER APPLIED AT THE RATE OF 80 LBS. PER ACRE.
GRANITE SEED
1697 WEST 2100 NORTH
P.O. BOX 177
LEHI, UTAH 84043
1-800-768-4433
(OR APPROVED EQUAL)

HYDROSEEDING
MIX SPECIFIED SEED AND ORGANIC SOIL AMENDMENT IN WATER PER MANUFACTURER'S RECOMMENDATIONS. APPLY SEEDED SLURRY EVENLY IN TWO INTERSECTION DIRECTIONS. DO NOT HYDROSEED AREA IN EXCESS OF THAT WHICH CAN BE MULCHED ON SAME DAY. KEEP OFF ROADS, WALKS, STRUCTURES AND AREAS NOT TO BE SEEDED. CLEAN UP THESE AREAS. AFTER HYDROSEED, TRACK IN SEED USING A CLEATED CRAWLER WITH TRACK MARKS PERPENDICULAR TO THE SLOPE. AFTER TRACKED, MULCH SLOPE WITH 2000 LBS. PER ACRE OF FERTILE-FIBER MULCH MATERIAL AND 80 LBS. PER ACRE OF TACKIFIER.

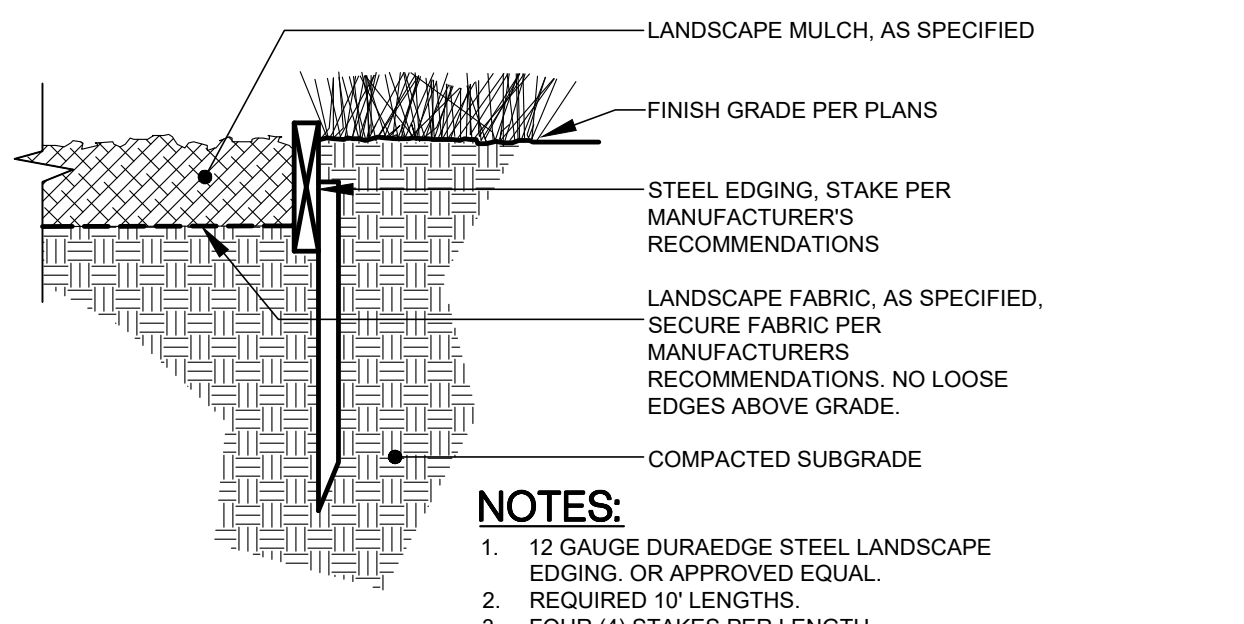
MAINTENANCE
IMMEDIATELY RESEED AREAS WHICH SHOW BARE SPOTS. MINIMUM ACCEPTABLE PLANT COVERAGE IS 80 PERCENT AFTER ONE GROWING SEASON. PROTECT SEEDING AREAS WITH WANING SIGNS DURING MAINTENANCE PERIOD. THE SEED WILL REQUIRE APPROXIMATELY NINETY (90) DAYS OF FAVORABLE GROWING CONDITIONS TO GERMINATE AND BECOME ESTABLISHED FOR SUCCESSFUL SURVIVAL WITH NORMAL MINIMAL SUMMER PRECIPITATION.

SEEDING TIME
THE OPTIMAL SEEDING TIME SHALL BE IN FALL, BETWEEN MID SEPTEMBER AND MID OCTOBER. IF SEEDING IS APPLIED TOO EARLY OR TOO LATE AND PROPER GERMINATION IS NOT REALIZED PRIOR TO FALL DORMANCY, THEN RESEEDING SHALL BE APPLIED IN EARLY SPRING, AS SOON AS SOIL IS WORKABLE (NOT MUDDY) BETWEEN MARCH AND MID MAY. THIS PLANTING TIME PROVIDES THE OPTIMUM WEATHER CONDITIONS FOR SEED GERMINATION AND SEEDLING SURVIVAL RATE. SEEDING AFTER NOVEMBER 20, 'DORMANT SEEDING' INSURES THAT THE SEED DOES NOT GERMINATE PRIOR TO FREEZING WINTER TEMPERATURES AND SEED SHOULD BE IN PLACE FOR THE EARLY SPRING RAINS.

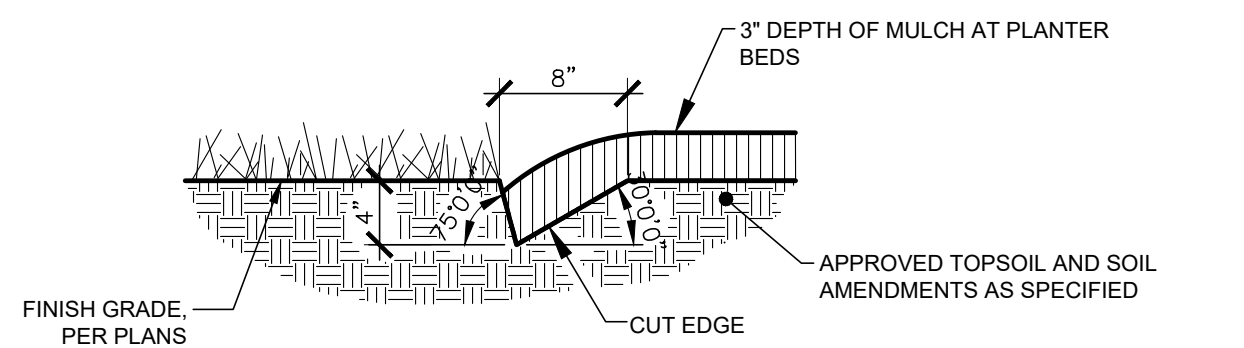
WATER
THE CONTRACTOR WILL PROVIDE SUPPLEMENTAL WATER TO ENSURE PROPER SEED GERMINATION.

FERTILIZATION
FERTILIZATION IS NOT RECOMMENDED FOR RECLAMATION SEEDING DUE TO PROMOTION OF WEED COMPETITION. IF WEEDS ARE APPARENT, CONTACT LANDSCAPE ARCHITECT FOR WEED REMOVAL REQUIREMENTS.

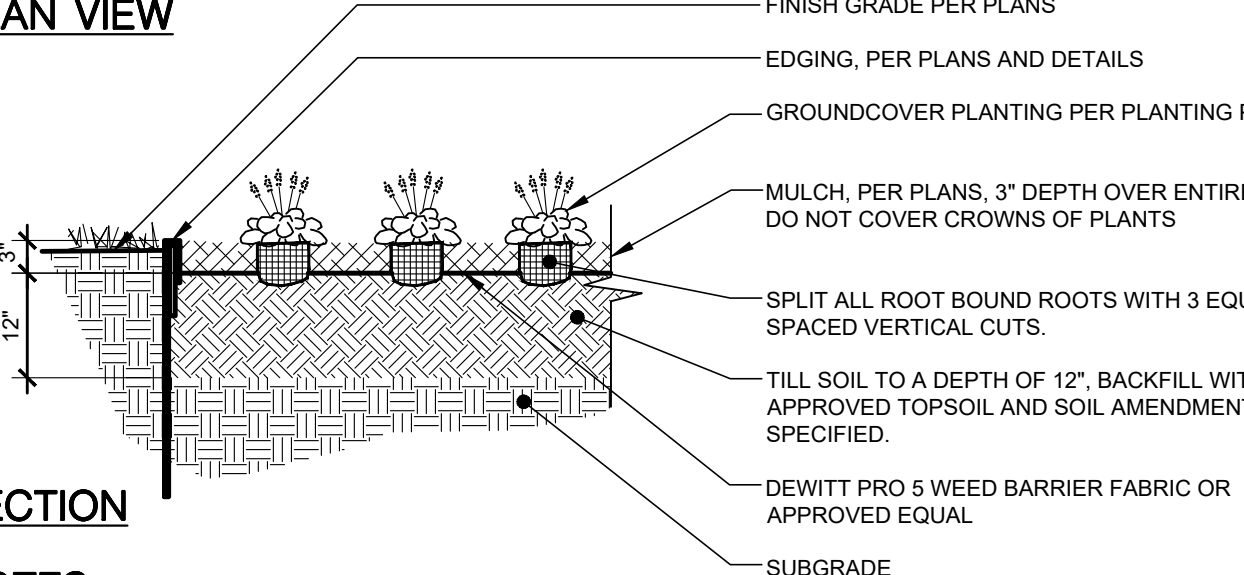
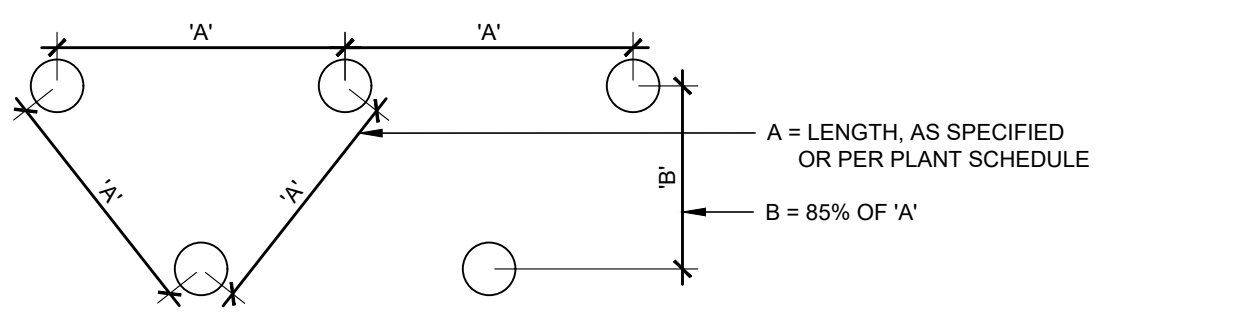
EROSION CONTROL
UNDER NORMAL CIRCUMSTANCES AND ADHERENCE TO THE CONSTRUCTION PRACTICES DESCRIBED IN THE SPECIFICATIONS, THE ABOVE RECOMMENDED EROSION CONTROL MEASURE SHOULD PROVIDE A STABLE SLOPE CONDITION. TO AVOID INCIDENTAL EROSION, IT IS IMPERATIVE THAT THE SLOPES, ONCE PREPARED, REMAIN UNDISTURBED UNTIL SEEDING GERMINATES AND IS ESTABLISHED. AN 80% VEGETATION COVER IS RECOMMENDED TO CONTROL EROSION. SURFACE CONDITIONS SHOULD BE MONITORED DAILY. IF EROSION DETRIMENTAL TO THE SLOPE IS OBSERVED OR ANTICIPATED DUE TO EXCESSIVE RAINFALL, REMEDIAL MEASURES SHALL BE IMPLEMENTED AS REQUIRED. REFER TO THE STORM WATER POLLUTION PREVENTION PLAN FOR ADDITIONAL REQUIREMENTS.



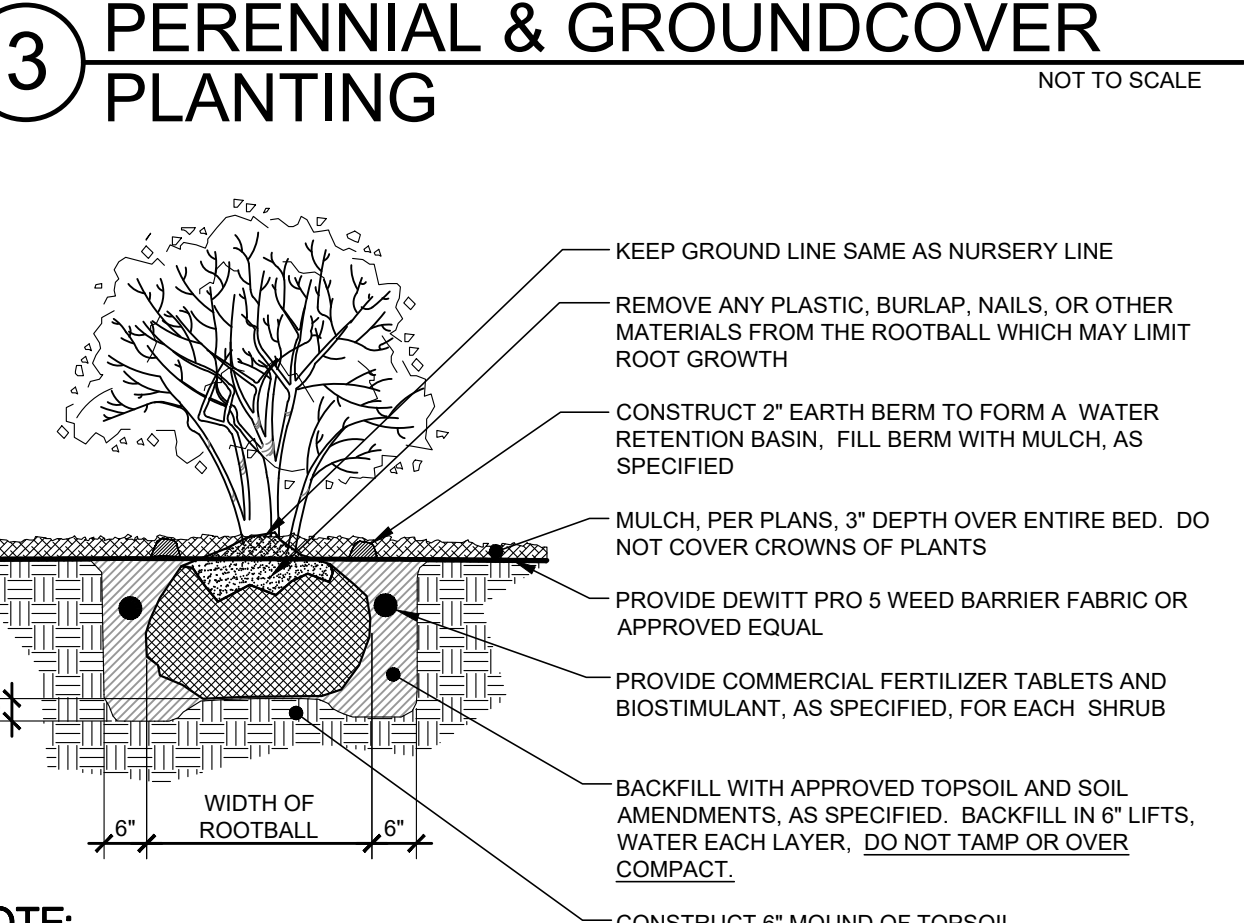
1 DURA EDGE STEEL EDGING NOT TO SCALE



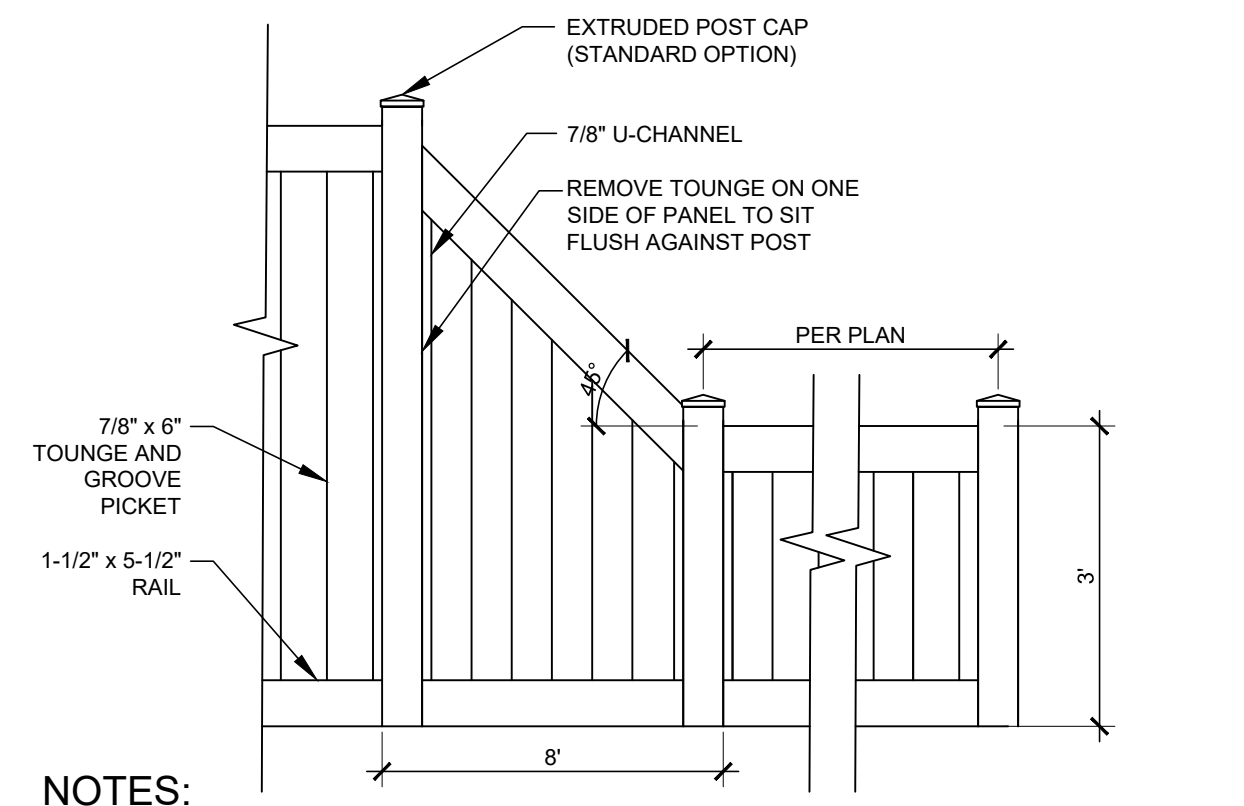
2 PLANTER BED CUT EDGE (TYPICAL AT TREES IN TURF AREAS) NOT TO SCALE



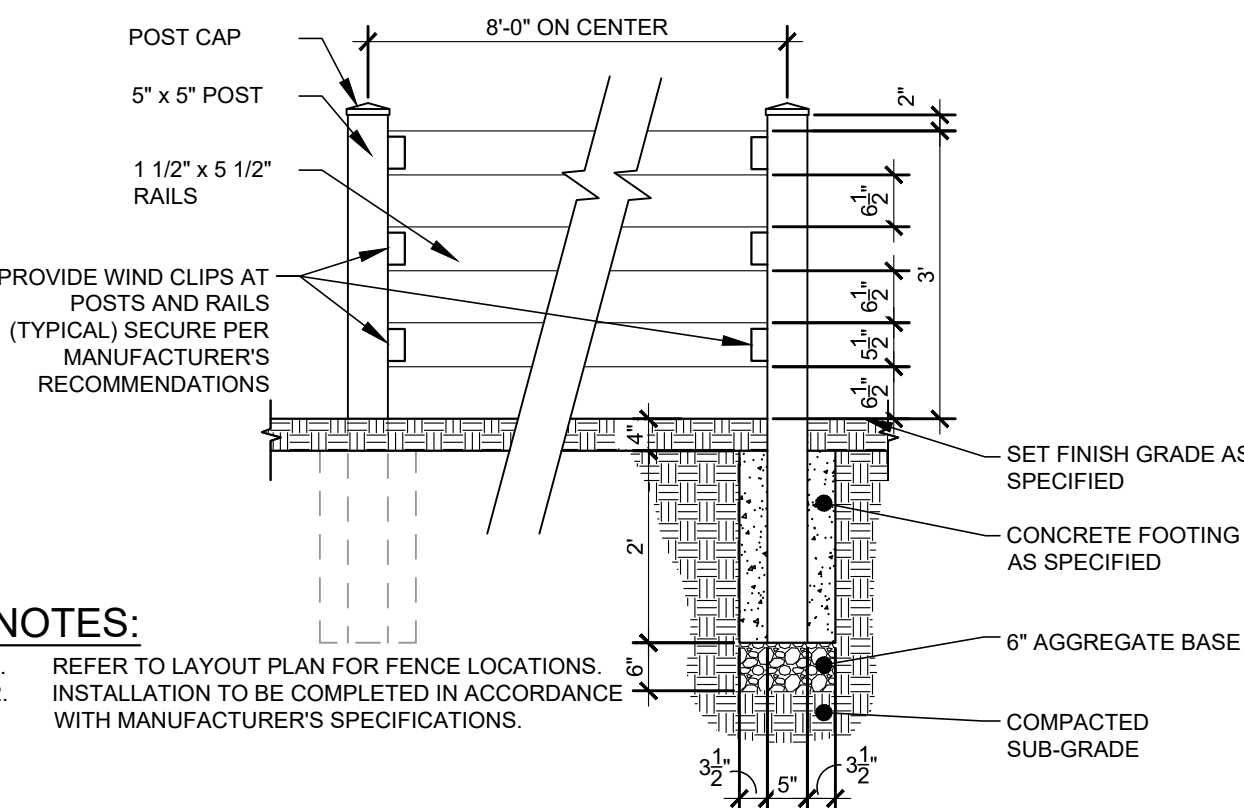
3 PERENNIAL & GROUNDCOVER PLANTING NOT TO SCALE



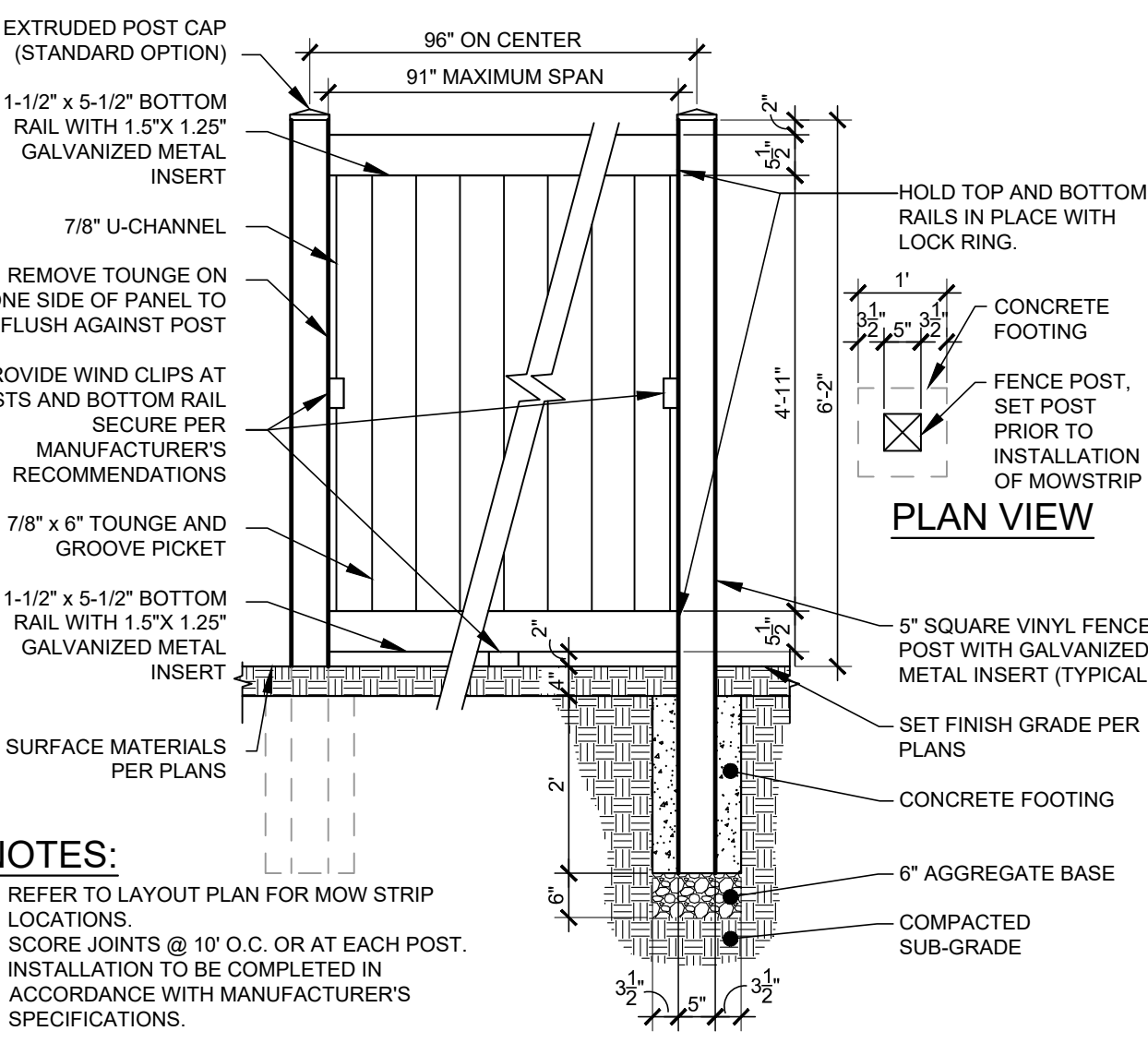
4 SHRUB PLANTING NOT TO SCALE



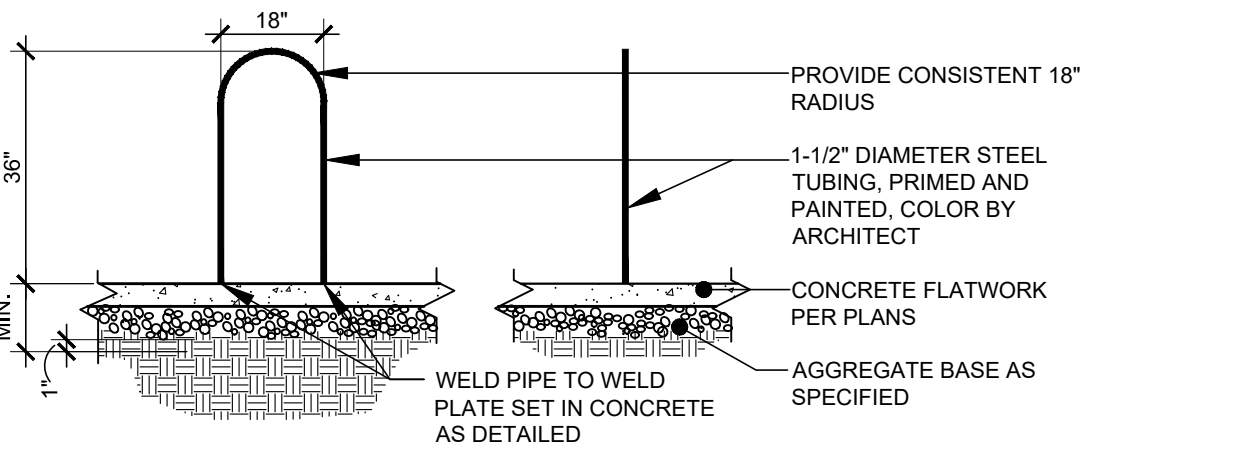
5 VINYL FENCE - 3' HT TRANSITION NOT TO SCALE



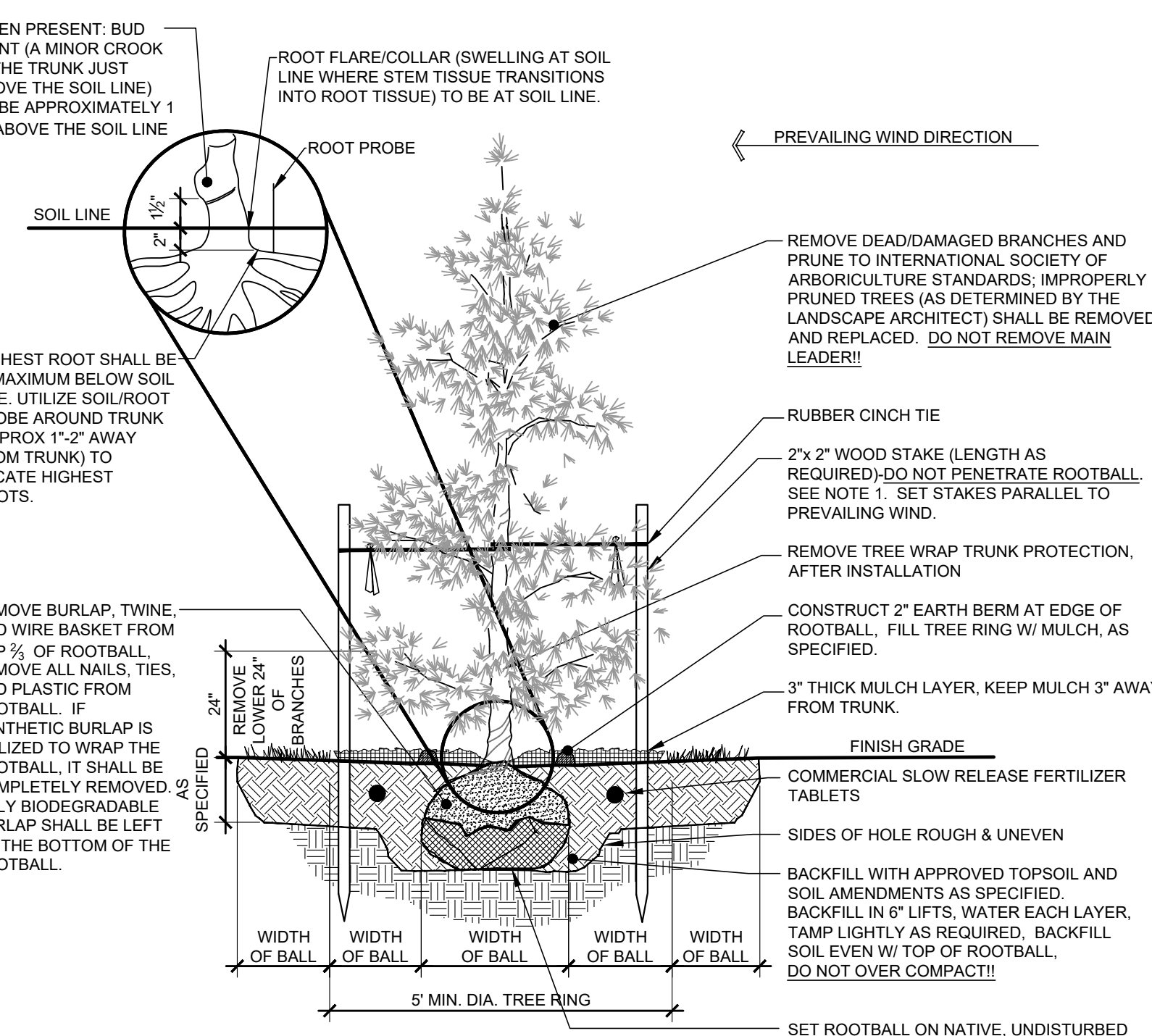
6 VINYL FENCE - 3 RAIL SCALE: 1/2\"/>



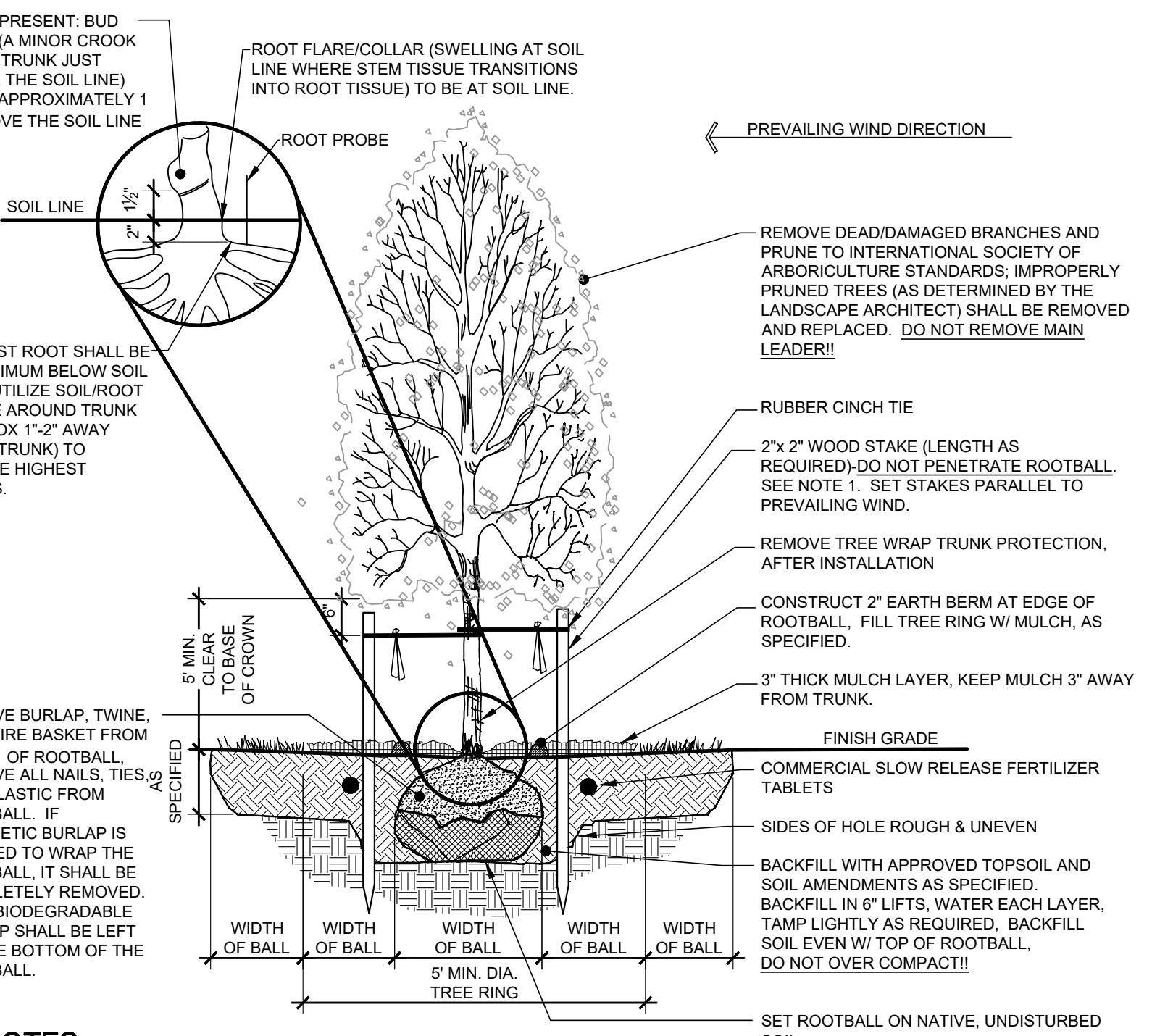
7 VINYL FENCE PANEL SCALE: 1/2\"/>



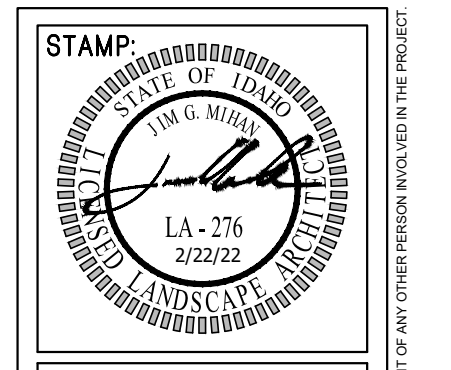
8 BIKE RACK Scale: 3/4\"/>



9 CONIFEROUS TREE PLANTING NOT TO SCALE



10 DECIDUOUS TREE PLANTING NOT TO SCALE



DATE: 2/22/2022

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REVISIONS:

| No. | Date | Description |
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LANDSCAPE DETAILS
Boise Views Townhomes
Boise Ave & Pennsylvania St. Boise, ID 83706

DRAWN BY: AJW
CHECKED BY: JGH
PROJECT NUMBER: 21-003
SHEET: L2.0

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE UNDERTAKEN FOR AND ARE PERFORMED IN THE INTEREST OF THE CLIENT AND CONTRACTOR. QUALITY ASSURANCE BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON INVOLVED IN THE PROJECT.

Exhibit D
Grant of New Property Easement

GRANT OF EASEMENT

This Grant of Easement is made this ___ day of _____ 2022, by Boise Views, LLC a Colorado limited liability company (“Grantor”), and is accepted by Ada County Drainage District No. 3, a quasi-public corporation operating in Ada County, Idaho (“Grantee”).

For value received, Grantor hereby grants to Grantee an easement across Grantor’s property in Ada County, Idaho, described in Exhibit A attached hereto. Grantor hereby also grants to Grantee an easement upon the property described in Exhibit B to this Easement, attached hereto, for the location of the drainage facility and includes the right to maintain the facility and reasonable and appropriate access. The Easement generally consists of a twenty-five (25) foot wide strip of property measured twelve and one-half (12-1/2) feet on either side of the center line. No building and/or roof overhang or foundation incursions will project into or occur within the Easement, i.e., the Easement shall remain free of structural interferences.

This easement shall be used by Grantee solely for purposes directly associated with the operation of the drainage facility including the carriage of drainage waters and the repair and maintenance of the facility.

BOISE VIEWS, LLC,
a Colorado limited liability company

By: _____
Name: Jesse Hamilton
Title: Authorized Signatory

ACCEPTED:

ADA COUNTY DRAINAGE DISTRICT NO. 3

By: Steve Sweet
Its: Chairman, Board of Commissioners

By:
Its: Secretary, Board of Commissioners

EXHIBIT A
LEGAL DESCRIPTION



Client: Boise Views LLC
Date: March 9, 2022
Job No.: 3721

BOISE 23
DRAINAGE EASEMENT DESCRIPTION

A parcel of land being a portion of Lot 5 Block 2 of H.G. Myers Country Acres Subdivision No. 1 as on file in Book 18 of Plats at Pages 1175 and 1176 in the Office of the Recorder of Ada County and also being a portion of the NW 1/4 NE 1/4 of Section 23, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County Idaho, more particularly described as follows:

Commencing at a found 5/8 inch diameter iron pin with no cap marking the SW corner of said NE 1/4, (Center 1/4 corner), from which a found 15"x8"x6" stone marking the NW corner of said NE 1/4, (North 1/4 corner) bears N. 00° 20' 58" E., a distance of 2652.27 feet;

Thence along the Westerly boundary of the SW 1/4 NE 1/4, (the westerly boundary as determined by that certain Record of Survey No. 022, recorded as Inst. No. 7947657 in the Ada County Recorders Office, Idaho), N. 00° 21' 38" E., a distance of 1326.26 feet to the SW corner of said NW 1/4 NE 1/4, (Center North 1/16);

Thence along the southerly boundary of said NW 1/4 NE 1/4, S. 88° 55' 42" E., a distance of 126.22 feet;

Thence at right angles to the southerly boundary of said NW 1/4 NE 1/4, N. 01° 04' 18" E., a distance of 25.00 feet to a found 5/8 inch diameter iron pin stamped "PLS 8793" being a point on the Northeasterly right of way of Boise Ave.;

Thence along said Northerly right of way, being 25.00 feet north of and parallel with the Southerly boundary of said NW 1/4 NE 1/4, S. 88° 55' 42" E., a distance of 76.92 feet to a found Lead Plug and Tack in concrete;

Thence N. 15° 18' 22" E., a distance of 5.16 feet to a found 1/2 inch diameter iron pin stamped "PLS 7045", replaced with a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence continuing along said Northerly right of way, being 30.00 feet north of and parallel with the Southerly boundary of said NW 1/4 NE 1/4, S. 88° 55' 42" E., a distance of 159.91 feet to a found 1/2 inch diameter iron pin stamped "PLS 7045", replaced with a set 5/8 inch diameter iron pin stamped "CLS PLS 7732",

Thence N. 01° 05' 25" E., a distance of 107.07 feet to the POINT OF BEGINNING;

Thence N. 59° 07' 01" W., a distance of 28.94 feet to a point;

Thence N. 01° 02' 59" E., a distance of 49.61 feet to a point;

Thence N. 45° 36' 37" W., a distance of 16.30 feet to a point;

Thence N. 01° 57' 40" E., a distance of 28.47 feet to a point;

Thence N. 79° 16' 33" W., a distance of 100.65 feet to a point;

Thence N. 46° 41' 52" E., a distance of 16.05 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence N. 51° 18' 45" E., a distance of 15.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence S. 79° 16' 33" E., a distance of 36.71 feet to a point;

Thence N. 14° 51' 34" E., a distance of 8.44 feet to the Southwesterly boundary of Lot 12 Block 2 of said H.G. Myers Country Acres Subdivision No. 1;

Thence along said Southwesterly boundary, S. 45° 50' 49" E., a distance of 9.84 feet to the corner common to Lot 12 and Lot 5 Block 2 of said H.G. Myers Country Acres Subdivision No. 1;

Thence along the Northerly boundary of said Lot 5, S. 80° 21' 34" E., a distance of 56.09 feet to the Northwest corner of Chadwick Subdivision as on file in Book 79 of Plats at Pages 8430 and 8431 in the Office of the Recorder of Ada County, from which a found 5/8 inch diameter iron pin with illegible cap witness corner bears S. 01° 52' 12" W., a distance of 10.46 feet;

Thence along the Westerly boundary of said Chadwick Subdivision the following courses and distances:

Thence S. 01° 52' 12" W., a distance of 43.42 feet to a found 5/8 inch diameter iron pin with illegible cap;

Thence S. 46° 12' 18" E., a distance of 9.55 feet to a found 5/8 inch diameter iron pin stamped "PLS 4998";

Thence S. 47° 42' 03" E., a distance of 6.51 feet to a found 5/8 inch diameter iron pin stamped "PLS 4998";

Thence continuing along said Westerly boundary and its extension, S. 01° 05' 25" W., a distance of 74.64 feet to the POINT OF BEGINNING.

This parcel contains 0.129 acres (5600 sf) more or less.



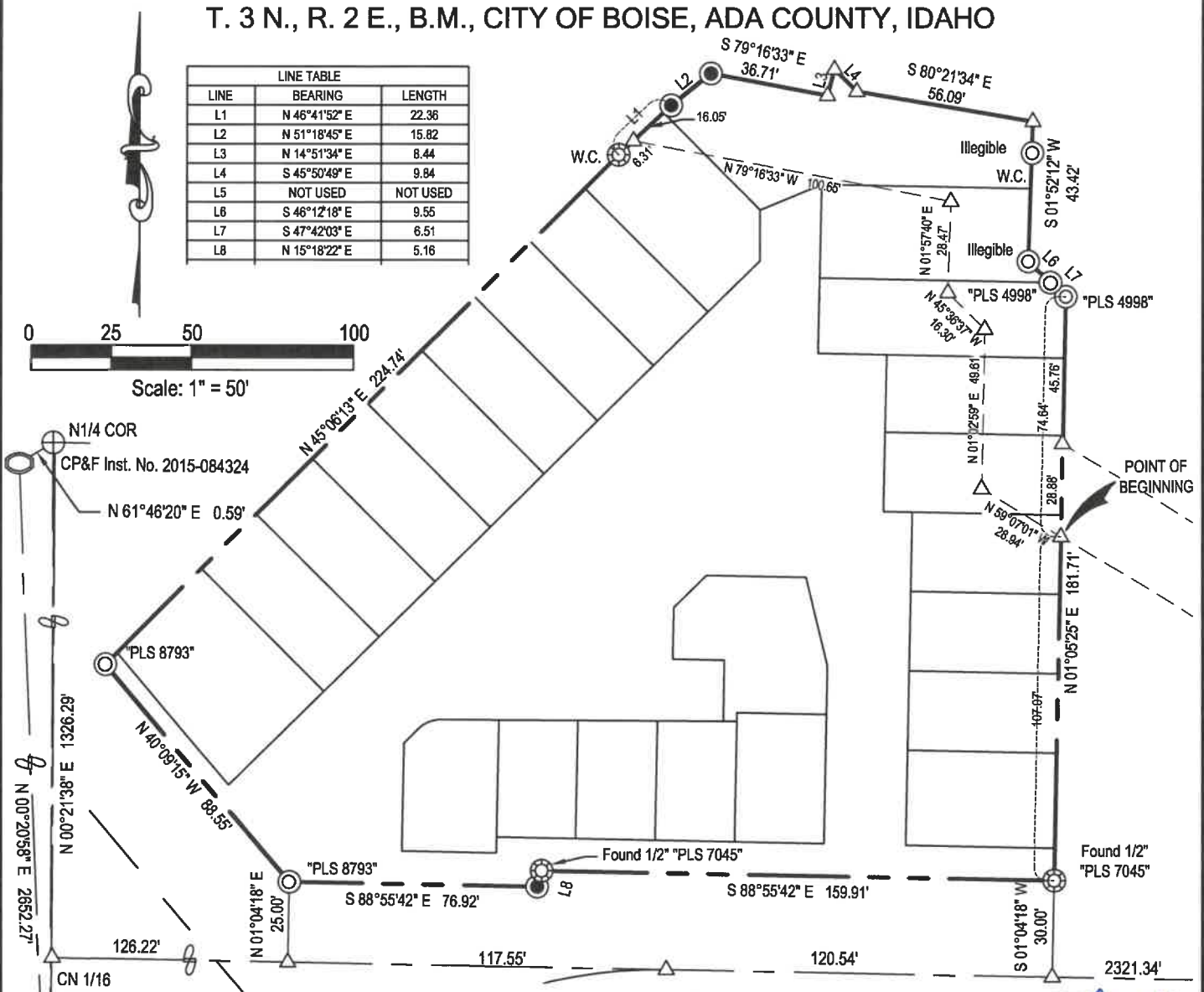
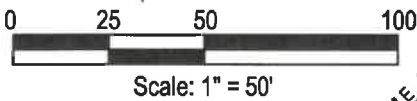
EXHIBIT B
MAP

4839-2408-7293, v. 3

DRAINAGE EASEMENT EXHIBIT

A PORTION OF LOT 5, BLOCK 2, H.G. MYERS COUNTRY ACRES SUBDIVISION NO. 1,
AND A PORTION OF THE NW1/4 NE1/4 OF SECTION 23,
T. 3 N., R. 2 E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO

| LINE | BEARING | LENGTH |
|------|---------------|----------|
| L1 | N 46°41'52" E | 22.36 |
| L2 | N 51°18'45" E | 15.82 |
| L3 | N 14°51'34" E | 8.44 |
| L4 | S 45°50'49" E | 9.84 |
| L5 | NOT USED | NOT USED |
| L6 | S 46°12'18" E | 9.55 |
| L7 | S 47°42'03" E | 6.51 |
| L8 | N 15°18'22" E | 5.16 |



LEGEND

- Calculated point
- Found brass cap monument
- Found aluminum cap monument
- Found 5/8 inch dia. iron pin
- Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. iron pin replaced with 5/8 inch pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. iron pin replaced w/ 5/8 inch pin w/ plastic cap "PLS 7732"
- Found lead plug and tack
- Found 15" x 8" x 6" Stone
- Boundary line
- Section line
- Easement Line
- Lot Line



COMPASS LAND SURVEYING, PLLC

623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115

JN 3721

Exhibit E
Completion Bond/Surety



BOND NO. 67S202548
INITIAL PREMIUM: \$1,994.00
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Boise Views, LLC, as Principal,
and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by
virtue of the laws of the State of New Hampshire and duly licensed to conduct a general surety business
in the State of Idaho as Surety, are held and firmly bound unto
Drainage District No. 3 of Ada County, Idaho, 251 E Front Street, Suite 300, Boise, ID 83701
as Obligee, in the sum of Seventy-nine Thousand Seven Hundred Forty-four Dollars And Zero Cents
(\$79,744.00) Dollars, for which payment,
well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement with said Obligee to:
Complete Drainage System Improvements per Drainage Agreement for the Boise 23 Subdivision SUB21-00050.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement during the original term thereof, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Meridian,
Idaho, this 16th day of August, 2022.

“PRINCIPAL”

“SURETY”

Boise Views, LLC

BY: [Signature]
Jesse S. Hamilton, Manager

The Ohio Casualty Insurance Company

BY: [Signature]
Mary Jaquier Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200789-971625

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Patrick Casabonne, Mary Jaquier, William F. Post, Terry S. Robb

all of the city of Meridian state of Idaho each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp. Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of August, 2022.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Exhibit F
Amended Report of Commissioners and Petition for Confirmation

4867-0543-2846, v. 6

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY
OF ADA.

IN THE MATTER OF DRAINAGE DISTRICT
NO.3, OF THE COUNTY OF ADA, IN THE
STATE OF IDAHO.

Amended
REPORT OF COMMISSIONERS
and
PETITION FOR CONFIRMATION.

To the HON. RAYMOND S. GIVENS, Judge of the above entitled Court:

Comes now your petitioners, *Matt Beglan* ~~C. G. F. Maribus~~, C. A. Groves, and Lafe Boone, the duly appointed, qualified and acting Board of Drainage Commissioners of Drainage District No.3 of the County of Ada, in the State of Idaho, *with leave of Court* and herewith make and file their re-^{*amended*}port in conformity with, and under and by virtue of Title XXXIV, Chapter 179 of the Compiled Statutes of the State of Idaho, and more particularly in compliance with Article 2 of said Chapter, and Section 4505, Idaho Compiled Statutes.

Your said Commissioners report and show that they have determined and found as follows relative to the organization of Drainage District No.3 of the County of Ada, in the State of Idaho, to wit:

I.

That upon an examination and survey of the lands described in the original petition filed herein for the purpose of organization of Drainage District No.3 of the County of Ada, in the State of Idaho, and other lands lying within the same watershed, that the starting point, route and terminus of the drains and ditches, and the number, extent, size and location thereof as proposed by the original petitioners therein, as set forth in the ^{said} "original petition filed herein, are not in all and every respect proper, feasible and adequate to accomplish the purposes hereinafter set out; and your said Commissioners, after investigation and survey of the said proposed system of drainage herein, have located, laid out and planned the proposed work in such a manner and method as to them appears proper, adequate, and conducive to the public health, welfare, and convenience, and so as to most adequately and efficiently drain and protect the lands designated within the boundaries of said proposed district, with the least damage and the greatest benefit to all of the lands affected thereby; and have determined that the said proposed system of drainage be open ditches or canals, and underground tile drains.

And your petitioners further find that it will require a right of way for said drains to be at least sixty-six (66) feet wide, except that portion of said right of way where tile drain is used, where the right of way should be at least twenty-five (25) feet wide. That the starting point, route and terminus of the said proposed drains, and the proposed location thereof, so that the same shall be in all respects proper, adequate and feasible, shall be as follows, to wit:

DRAIN "A".

Beginning at a point in the center line of the south channel or south slough of the Boise River, where the same is crossed by the 9th. Street Bridge, and further described as bearing North 71° 34' East a distance

of 562 feet from the corner common to Sections 9, 10, 15, and 16, Township 3 North Range 2 East; thence following the center line of the above described south channel South 68° 40" East a distance of 136 feet; thence South 24° 37" East a distance of 335 feet; thence South 46° 40" East a distance of 307 feet; thence South 87° 15" East a distance of 328 feet; thence South 82° 35" East a distance of 200 feet to the junction of the Ridenbaugh Mill Waste with the above described south channel or slough of the Boise River; thence up the center line of the said Ridenbaugh Mill Waste South 47° 13" East a distance of 130 feet; thence South 23° 52" East a distance of 132 feet; thence South 32° 38" East a distance of 783 feet to the south side of a concrete bridge at Boise Avenue; thence South 53° 10" East a distance of 355 feet; thence South 24° 31" East a distance of 578 feet to the old mill drop; thence South 31° 35" East a distance of 220 feet to the outlet of the Ridenbaugh Mill Pond; and 48 feet from the toe of the Rossi Mill Ditch; thence running parallel to and 48 feet from the toe of the Rossi Mill Ditch South 20° 18" East a distance of 415 feet; thence South 16° 30" West a distance of 402 feet, crossing the Rossi Mill Ditch, and to a point 48 feet from the toe of the bluff; thence running parallel to and 48 feet from the toe of the above described bluff South 14° 27" East a distance of 658 feet, and to a point 48 feet from the toe of the Ridenbaugh Canal and bluff; thence running parallel to and 48 feet from the toe of the Ridenbaugh Canal South 47° 15" East a distance of 450 feet; thence South 18° 15" East a distance of 315 feet; thence South 18° 45" East a distance of 122 feet; thence South 32° 15" East a distance of 135 feet, intersecting the North and South center line of Section 15; thence South 40° 30" East a distance of 117 feet; thence South 40° 45" East a distance of 408 feet; thence South 29° East a distance of 216 feet; thence South 21° East a distance of 200 feet; thence South 31° 15" East a distance of 810 feet; thence South 3° 15" East a distance of 482 feet; thence South 2° East a distance of 490 feet; thence South 8° East a distance of 512 feet; thence South 13° East a distance of 255 feet; thence South 36° 15" East a distance of 710 feet; thence South 10° 15" East a distance of 390 feet; thence South 20° 15" East a distance of 600 feet; thence South 7° 21" East a distance of 132.5 feet to a point on the South side of the railroad grade; thence South 38° 8" East a distance of 585 feet; thence South 44° 15" East a distance of 391 feet; thence South 45° East a distance of 385 feet, intersecting the section line between Sections 26 and 27, 150 feet North of the corner common to Sections 22, 23, 26, and 27, Township 3 North Range 2 East; thence South 24° East a distance of 222 feet; thence South 27° 45" East a distance of 181 feet; thence South 45° 45" East a distance of 746 feet; thence South 60° East a distance of 614 feet; thence South 69° East a distance of 151 feet; thence South 69° 30" East a distance of 208 feet; thence South 54° 30" East a distance of 128 feet; thence South 40° 30" East a distance of 225 feet; thence South 50° 15" East a distance of 187 feet; thence South 40° 30" East a distance of 320 feet; thence South 76° 45" East a distance of 217 feet; thence North 87° East a distance of 2251 feet to a point on the North and South center line of Section 26, and 48 feet from the toe of the Ridenbaugh Canal; thence North 69° 15" East a distance of 460 feet; thence North 66° East a distance of 295 feet; thence North 64° 45" East a distance of 375 feet. The right of way for the above described drain is eighteen (18) feet on the left hand side, and forty-eight (48) feet

1934 1935

DRAIN "A" -1.

A branch drain, with its place of beginning, route and terminus as follows:

Beginning at a point 48 feet from the North toe of the Ridenbaugh Canal, 25 feet East of the North and South center line of Section 26, and 1615 feet South of the quarter section corner common to Sections 23 and 26; thence South a distance of 80 feet underneath the Ridenbaugh Canal; thence South 54° 45" East a distance of 1522 feet to a point on the North side of a East and West road, and 70 feet from the toe of the bluff; (point designated "X") thence running South 69° ^{East} parallel to and 48 feet from the toe of the bluff, a distance of 690 feet. End of open drain and outlet of 12 inch tile drain. Thence South 69° East a distance of 175 feet; thence North 79° East a distance of 155 feet; thence South 55° 45" East a distance of 670 feet. The right of way of the above described drain is thirty-three (33) feet on each side of the center line of said drain to the point designated "X" in said description; thence eighteen (18) feet on the left hand side and forty-eight (48) feet on the right hand side of the center line of the said drain.

5.26 miles
6.23

DRAIN "B".

A drain with its place of beginning, route and terminus as follows:

Beginning at a point in the south channel of the Boise River 660 feet East and 165 feet North of the quarter section corner common to Sections 14 and 23, Township 3 North Range 2 East; thence South on the center line of the South-west Quarter of the South-east Quarter of Section 14, and of the North-west Quarter of the North-east Quarter of Section 23, Township 3 North Range 2 East, a distance of 1500 feet to a point 48 feet from the toe of a bluff; thence continuing parallel to and 48 feet from the toe of the bluff South 21° East a distance of 408 feet; thence South 15° 40" East a distance of 758 feet; thence South 52° 30" East a distance of 430 feet; thence South 29° East a distance of 505 feet; thence South 63° 30" East a distance of 509 feet; thence North 89° 10" East a distance of 569 feet; thence North 87° East a distance of 143 feet; thence South 85° 45" East a distance of 1344 feet; thence South 53° 10" East a distance of 215 feet; thence South 39° East a distance of 560 feet; thence South 89° 30" East a distance of 446 feet; thence South a distance of 100 feet.

The right of way for the above described drain is eighteen (18) feet on the left hand side and forty-eight (48) feet on the right hand side of the center line of said drain.

5.87 miles
1.013 miles
18' 1/2" high

DRAIN "B" - 1,

A drain with its place of beginning, route and terminus as follows:

Beginning at a point on the North and South center line of South-east Quarter of Section 24, Township 3 North Range 2 East, where the South bank of the Boise River is intersected by the wasteway from the Ridenbaugh Canal; thence up the center line of the above described wasteway South a distance of 205 feet; thence continuing along the center line of the wasteway South 7° East a distance of 482 feet; thence South 22° 32" East a distance of 845 feet; thence South 51° 30" East a distance of 219 feet; thence South 89° 31" East a distance of 546 feet; thence South 230 feet; thence South 45° East a distance of 215 feet; thence South 2° West a distance of 650 feet to a point 48 feet from the toe of the Ridenbaugh Canal; (point designated "X") thence parallel to and 48 feet from the toe of the Ridenbaugh Canal South 40° East a distance of

this point; thence South a distance of 202 feet to a point 48 feet from the toe of the above described bluff; (point designated "X") thence running parallel to and 48 feet from the tow of the above described bluff South 55° 39" East a distance of 145 feet; thence as above South 73° 18" East a distance of 565 feet; thence South 42° 37" East a distance of 379 feet; thence South 60° 54" East a distance of 197 feet; end of the open drain, and outlet of 10 inch tile drain; thence continuing with 10 inch tile drain South 60° 54" East a distance of 71 feet; thence South 68° 51" East a distance of 554 feet. The right of way of the above described drain is thirty-three (33) feet on each side of the center line of said drain to the point designated "X"; thence eighteen (18) feet on the left hand side and forty-eight (48) feet on the right hand side of the center line of said drain.

*3075 ft
5' 22" Miles
Right of Way
33'
18'
48'
Ditch
10" tile drain
8.595 Miles*

II.

That the estimated cost of the proposed drainage system, including all incidental expenses, and the cost of the proceedings thereof, is the sum of \$75,747.47.

III.

That the probable cost per year of keeping said drainage system in repair, after the work is completed, will be the sum of \$500.00.

IV.

That the aggregate amount of injury and damage to land by the proposed system of drainage, as found and determined by your petitioners herein, will be the sum of \$5,232.45, and that the lands that will be injured and damaged by the proposed work, over and upon which a right of way will be required, and which it is proposed shall be condemned in this proceeding for the use of the said drainage district in the construction and maintenance of its system of drainage, and the amount of damage to each tract, piece, parcel or lot, and the name of the person by whom each tract, piece, parcel or lot is held or owned, is as set forth in Exhibit "A", and more particularly as to the acreage to be condemned and damages awarded, under the heading therein designated "Drain Rights of Way," which said exhibit is hereto attached and made a part hereof the same as if fully set forth in haec verba herein; and for a particular location and description of the center line of said right of way over, upon or through each of the several tracts, pieces, parcels or lots, reference is hereby made to the route and terminus of the proposed drains, and the proposed location thereof, as more fully set forth in Paragraph 1 hereof.

Where the character (#) is used in said Exhibit "A" in columns designated "Drain Rights of Way", the same indicates that the right of way required will be for installing and maintaining an underground tile drain only, and that not to exceed twenty-five (25) feet of ground in width will be used in installing the same, and that thereafter such reasonable use only will be required as is necessary to repair and maintain the said drain.

V.

That all of the lands within the boundaries of the proposed district and described in the original petition filed herein, and other lands within the same watershed, which your petitioners determined should be included within the said district, as hereinafter more fully set forth, will either be benefited by the enhanced value which will result from said drainage, or will be deemed benefited by the construction of the proposed drainage system, because such lands contribute by seepage of irrigation water to the water-logged condition of the low lands; that the total actual benefits to the low lands, and the high lands within the said district, and to the municipal and other corporations which will be specially benefited, will amount to the sum of \$291,337.29, and will greatly exceed the cost of constructing such work including all incidental expenses. cost of

ceedings, and damages, and your Commissioners have determined and found the particular lands within the said district which contribute by seepage of irrigation water therefrom the saturation and water-logged condition of the low lands, and which will not be enhanced in value; and have further determined and found the amount of said deemed benefits, I have assessed against such high lands the amount of such responsibility for injury to low lands in the proportion which the amount of water contributed by said high lands bears the combined contribution of water from all sources by irrigation, except as to the portion of benefits derived by low lands from enhancement of value of such lands if they were in their natural state, or by changing conditions other than damage caused by the seepage and saturation from irrigation water; and after determining the proportion of the cost of the proposed drainage works which shall be borne by the high lands, the remainder of the cost has been apportioned and assessed to the various tracts of low lands within the said district, according to the benefits thereto, based upon enhanced value, and upon certain municipalities and corporations owning or possessing land within the said district which will be specially benefited by the proposed work and should, in the judgment of your Commissioners, bear a part of the expense of the construction of said drainage system,

VI.

That your Board of Commissioners have apportioned and assessed the benefits and deemed benefits from each proposed drainage, and the cost of construction of said drainage system, on the several tracts, lots, pieces or parcels of land within the said district so benefited or deemed benefited, in the manner^{as} hereinbefore set out, by setting opposite a description of each tract, lot, piece, parcel or easement, the proportion of each cost assessed as benefits; and that Exhibit "A", consisting of sixty-four (64) pages or sheets, hereto attached and heretofore referred to, is the list of the land owners within the said district, the description of each tract, piece, parcel or lot of land so benefited, with the acreage of each, the total amount of benefits or deemed benefits against each tract, piece, parcel or lot, and the proportionate cost to be assessed against each tract, piece, parcel or lot of land within the said district,

VII.

Your Commissioners have further determined and found that certain municipalities and other corporations owning or possessing land within the said district will be specially benefited from the proposed work and should, in the judgment of the Board of Drainage Commissioners, bear a part of the expense of construction of the said drainage system; and the names of such municipalities and other corporations, the nature and amount of the benefits assessed against each, the amount of the cost apportioned and assessed against each of the municipalities and other corporations, is set forth in said Exhibit "A" heretofore referred to.

VIII.

Your Commissioners have caused to be made a complete, thorough and accurate survey of the lands included within the temporary boundaries of the said district, and other lands within the same watershed, and have determined that the lands within the temporary boundaries of said district do not embrace all of the lands that will be damaged or benefited by the proposed work, nor all of the lands that contribute seepage and saturation by irrigation water, and the necessity for carrying off waste water to the damage or injury of the low lands within the said district, and that the boundaries of the said district as fixed by said order of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Ada, temporarily organizing the said district, do not embrace all of the lands that should bear a proportion of the expense of constructing and maintaining the said drainage district, and your Commissioners have

Beginning at a point where the North and South center line of Section 21, Township 3 North Range 2 East, intersects the North boundary of the right of way of the Main South Side or New York Canal; thence North on the North and South center line of Section 21, to the quarter section corner common to Sections 16 and 21; thence North on the North and South center line of Section 16 to the center of Section 16; thence North-easterly to the North-east corner of Block No. 7, Section 16, Township 3 North Range 2 East; thence North on the North and South center line of the South-west quarter of the South-east quarter of Section 9, Township 3 North Range 2 East, to the northern boundary of the South-west quarter of the South-east quarter of Section 9; thence East a distance of 215 feet to the South bank of the south channel or south slough of the Boise River; thence Southeasterly along the south bank of the south channel or south slough of the Boise River, crossing Sections 9, 10, and 15, to a point where the said south bank of the south channel or south slough of the Boise River is intersected by the Ridenbaugh Mill Waste; thence South 88° East a distance of 200 feet; thence North 80° East a distance of 735 feet to the North and South center line of Section 15; thence North on the North and South center line of Section 15 a distance of 340 feet to the South ^{mean meander line} bank of the main channel of the Boise River; thence South-easterly along the ^{South mean meander line} ~~main~~ bank of the main channel of the Boise River through Sections 15¹⁰, 14, 23 and 24, Township 3 North Range 2 East, and Section ¹⁹ 20, Township 3 North Range 3 East, to a point where the North and South center line of Section 30 intersects the South bank of the main channel of the Boise River; thence South along the North and South center line of Section 30 to a point where the North and South center line of Section 30 intersects the North boundary line of the right of way of the Main South Side or New York Canal; thence North-westerly along the North boundary line of the Main South Side or New York Canal through Section 30, Township 3 North Range 3 East, and Sections 25, 26, 27¹⁰ and 21, Township 3 North Range 2 East, to a point where the North and South center line of Section 21, Township 3 North Range 2 East, intersects the North boundary of the Main South Side or New York Canal, the place of beginning, enclosing an area of approximately ^{4,202} 4,324 acres.

That the said additional lands which should be included in the said district and which were not included within the description of the lands in the original petition filed herein, are for convenience separately set out herein as a supplemental roll, and made a part hereof, and marked Exhibit "B"; all of which said lands have been included in said Exhibit "A", and apportioned and assessed as provided by law, as part of and being included within said drainage district.

WHEREFORE, Your petitioners pray that an order may be made and entered by Your Honor requiring notice to be given, as required by law, to all land owners and all parties and corporations adversely interested, and that a time be designated and set for a hearing on this report, and that after such hearing, said report may be approved and confirmed.

G. C. F. Markhus *L. A. Groves*

G. A. Groves *L. A. Groves*

Commissioners.