

WA

RECEIVED
MAR 27 2008
DEPARTMENT OF
WATER RESOURCES

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-31761					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *not decreed yet*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Shirley Adams Sharp
10686 W Pattie
Boise ID 83714

4. New Owner/Claimant(s)

Rocke and Susan Acree

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

6211 Pepperport Ln

City, State and ZIP Code

Flower mound, TX 75022

New Telephone Number

(214) 883 7989 Email: susanacree@yahoo.co

5. Date you acquired the property

11-28-06

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Robert Acree
Susan Acree

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

After recording please return to:

SUNTRUST MORTGAGE, INC.
[Company Name]

RVW 5093
[Name of Natural Person]

1001 SEMMES AVENUE
[Street Address]

RICHMOND, VIRGINIA 23224
[City, State Zip Code]

[Space Above This Line For Recording Data]

Loan No.: 0145748182

DEED OF TRUST

MIN: 100010401457481824

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 28, 2006, together with all Riders to this document.

(B) "Borrower" is ROCKE ACREE, SUSAN ACREE, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.

(C) "Lender" is SUNTRUST MORTGAGE, INC.. Lender is a corporation organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA. Lender's address is 901 SEMMES AVENUE, RICHMOND, VA 23224.

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY OF IDAHO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 28, 2006. The Note states that Borrower owes Lender One Hundred Thirty Four Thousand Two Hundred Fifty and 00/100ths Dollars (U.S. \$134,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2009.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."



(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☒ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Revocable Trust Rider | |
| ☐ Other(s) [specify] | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ADA:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE A

which currently has the address of LOT 15 N GRAND RIDGE LANE

EAGLE,
[City]

[Street]

Idaho 83616
[Zip Code]

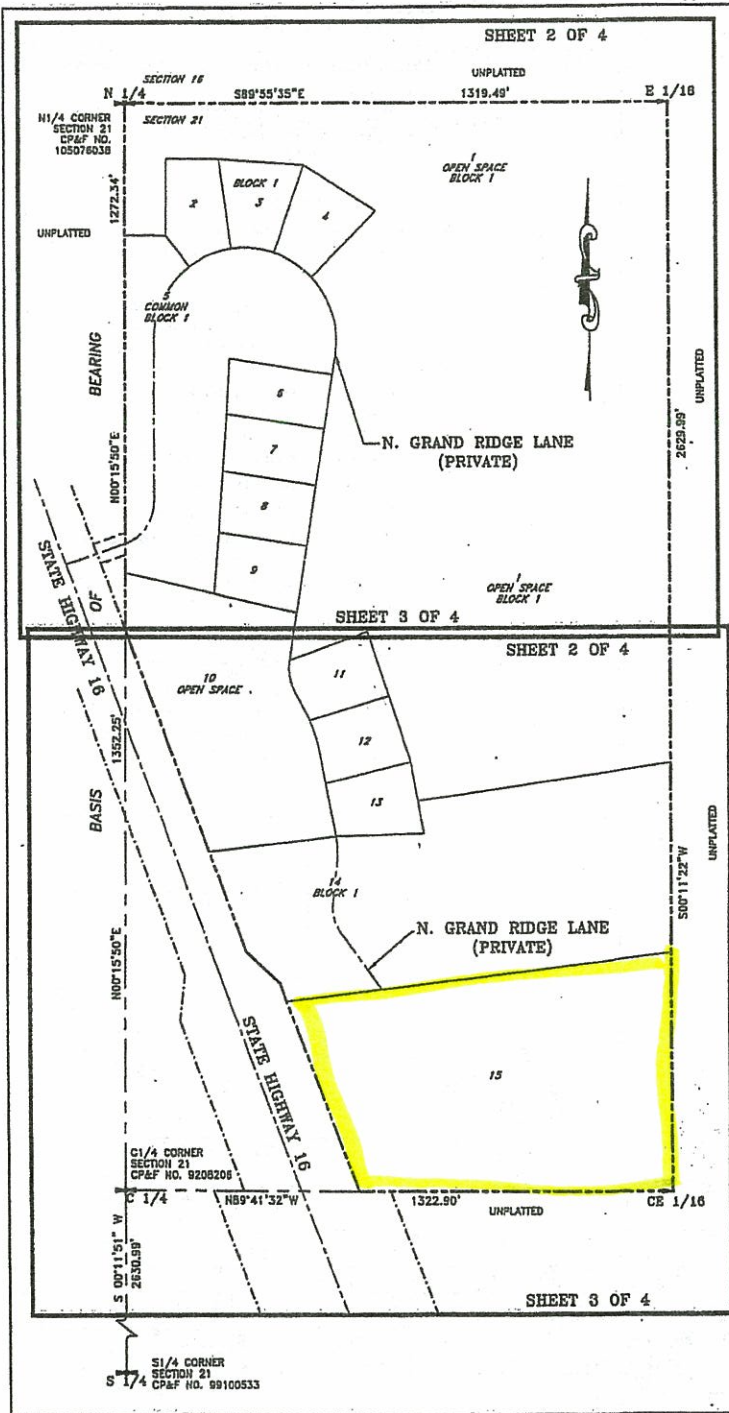
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.





FINAL PLAT OF HIGHPLAINS ESTATES SUBDIVISION

A PORTION OF THE W1/2
OF THE NE1/4 OF SECTION 21
TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2005

LEGEND

---	BOUNDARY LINE
---	ROADWAY CENTER LINE
---	EASEMENT LINE
---	PUBLIC UTILITY, PRIVATE DRAINAGE, PRIVATE WATER, PRIVATE SEWER AND PRIVATE ROAD EASEMENT LINE
---	TIE LINE
---	EXISTING EASEMENT
---	INTERIOR LOT LINE
---	SECTION LINE
---	ROAD RIGHT-OF-WAY LINE
+	FOUND BRASS CAP
+	FOUND CONCRETE MONUMENT
+	FOUND 5/8" REBAR W/YPC AS SHOWN
+	CALCULATED POINT
+	SET 5/8"x30" REBAR MARKED KNS 11120
12	LOT NUMBER
210.00'	EASEMENT DIMENSION
P.O.B.	POINT OF BEGINNING (FND1/2" REBAR) REPLACED WITH 5/8" REBAR MARKED KNS 11120
P.U.D.I.	PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION
W.U.F.I.	WILDLAND-URBAN FIRE INTERFACE
ITO	IDAHO TRANSPORTATION DEPARTMENT
YPC	YELLOW PLASTIC CAP

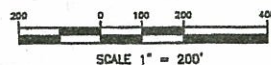
- Any re-subdivision of this plat shall comply with the applicable regulations in effect at the time of the re-subdivision.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of Ada County.
- Lot 5, Block 1 contains a public water system well easement as shown. Construction, improvements, or uses unrelated to the water system are not allowed within this area. Fuel tanks, roads, parking, buildings (except for well houses), livestock, and other potential contamination sources are prohibited within this area.
- A ten foot (10') wide easement is hereby reserved adjacent to the subdivision boundary and public right-of-way for public utilities, drainage and irrigation. However, these easements shall not preclude the construction of a proper hard surfaced driveway(s) or roadway(s) for access to each individual lot.
- Lots shall not be reduced in size without prior approval from the Central District Health Department.
- This development recognizes section 22-4503 of the Idaho code, right to farm act, which states "no agricultural operation or an opportunity to it shall be or become a nuisance, private or public by any changed condition in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or opportunity to it."
- The subdivision development shall comply with the Wildland-Urban Fire Interface Overlay District (W.U.F.I.) standards of the Ada County Code, and as approved by Ada County File 02-33-5/02-30-PR.
- All utilities for new dwellings shall be installed underground.
- A blanket easement is granted over Lot 5, Block 1 and delineated over other areas as shown hereon; in favor of the residents of Highplains Estates Subdivision for the purpose of a private pathway pedestrian/equestrian access. Solid easements shall not preclude the construction of structures on any lot.
- A public utility, private drainage, private irrigation, private water, private sewer, and private road easement is reserved along N. Grand Ridge Lane as shown on this plat. N. Grand Ridge Lane shall be owned and maintained by the Highplains Estates Homeowners Association. Solid easements shall provide ingress/egress across the easement area for property owners within the Highplains Estates Subdivision.
- All lot building locations and construction design shall be in compliance with the Hillside Report.
- This subdivision is in proximity to Firebird Raceway (through an Ada County Conditional Use Permit). Owners of Highplains Estates Subdivision are put on notice that the use of Firebird Raceway produces noise, crowds, and smoke during scheduled events, and may expand in the future.
- Lots 1, 5, and 10, Block 1, are deed restricted dedicated open space lots in accordance with Ada County Code. Lots 1 and 10, Block 1, will be held in private ownership. Lot 5, Block 1, will be owned and maintained by the Highplains Estates Homeowners Association. The standards of Ada County Code and as approved by the Ada County file #02-33-5/02-30-PR shall apply to these lots.
- In accordance with Ada County Code, each building lot shall connect to a municipal sewage collection treatment facility when reasonably available.
- Lots 1 and Lot 10, Block 1, have private sewer easements as shown. Lot 5, Block 1, has a blanket private water and private irrigation easement.
- Easements are granted as shown on this plat for the purpose of maintenance and operation of private drainage and private irrigation facilities.
- A fifty foot (50') minimum defensible space shall be established and maintained by the property owners around the perimeter of Lots 2, 3, 4, 6, 7, 8, 9, 11, 12, and 13, Block 1 as per Article 8; Section 8-35-3 of Ada County Code in compliance with Wildland-Urban Fire Interface (W.U.F.I.) Overlay District.
- The land within this plat is not within an Irrigation District as defined in Idaho Code 31-3805, and the requirements in I.C. 31-3805 are not applicable.

BASIS OF BEARING

5/8" Iron rod w/cap marked KNS 11120 marking the North 1/4 corner of Section 21 and a Brass cap monument marking the Center 1/4 corner of said Section 21, Township 5 North, Range 1 West, Boise Meridian, being South 00°15'50" West per Record of Survey Instrument No. 101125989 dated November 30, 2001 as recorded at Ada County, Idaho.

REFERENCE MATERIAL:

RECORD OF SURVEY INST. NO. 101125989
RECORD OF SURVEY INST. NO. 100078774
RECORD OF SURVEY INST. NO. 9117638
INST. NO. 101128057



CERTIFICATE OF OWNERS

Lots 1-13, Block 1 are eligible to receive water service from a community water system, Highplains Estates Subdivision Public Water System, No. 4010246, and the owners of the system have agreed in writing to serve the lots. Lots 14 and 15, Block 1 will not be serviced by any water system common to one or more of the lots, but will be served by individual lots.

In witness whereof, I have set my hand this 8th day of September, year of 2005.

Highplains Estates, LLC

Shirley A. Adams-Sharp
Shirley A. Adams-Sharp Member

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO) S.S.
COUNTY OF ADA)

On this 8th day of September, in the year of 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Shirley A. Adams-Sharp, known or identified to me to be a member of Highplains Estates, LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me that she executed such instrument for and on behalf of said Limited Liability Company and said Limited Liability Company executed the same.



Susan J. Rice
Notary Public for Idaho
Residing at Boise
My Commission Expires on 8/31/10

PINNACLE
Engineers, Inc.
12552 W. Executive Dr., Suite B, Boise, Idaho 83713
(208) 897-7780

DRAWING NO. C026129_FP.DWG
SHEET 1 OF 4

N1/4 CORNER
SECTION 21
CP&F NO. 105076036

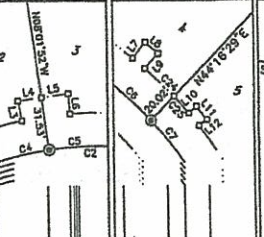
UNPLATTED

STATE HIGHWAY 16

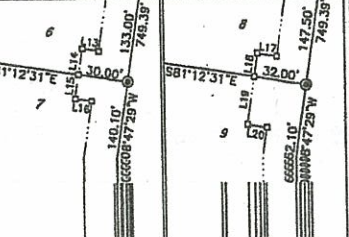
NOTE: DETAILS ARE AT SCALE 1"=50'

CURVE	LENGTH	RADIUS	CHORD	CHORD DIS	CHORD
C1	129.12'	104.72'	70.37'	74.20'	N89°44'34"E 121.10'
C2	222.21'	222.00'	118.04'	180.39'	N89°14'32"E 111.77'
C3	203.21'	222.00'	62.27'	109.38'	S82°29'30"W 186.24'
C4	112.59'	222.00'	26.03'	57.53'	S87°15'08"W 111.38'
C5	105.67'	222.00'	27.15'	53.83'	N84°35'23"E 104.63'
C6	109.13'	222.00'	28.09'	55.89'	N85°52'39"W 108.03'
C7	109.88'	222.00'	51.35'	107.20'	N17°00'07"W 192.20'
C8	206.39'	222.00'	42.02'	109.14'	N12°13'48"E 203.79'
C9	32.63'	135.53'	13.85'	18.55'	N80°12'48"E 32.85'

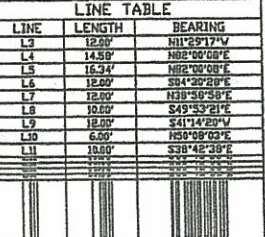
DETAIL "A"



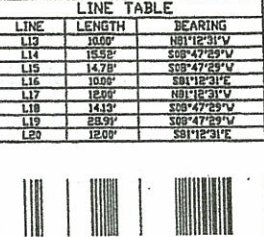
DETAIL "B"



DETAIL "C"



DETAIL "D"

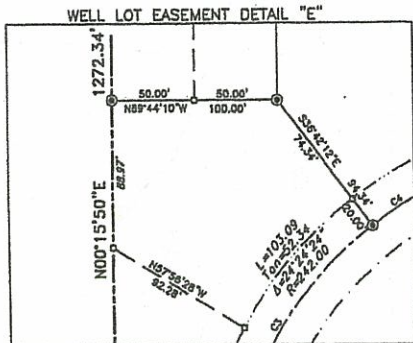
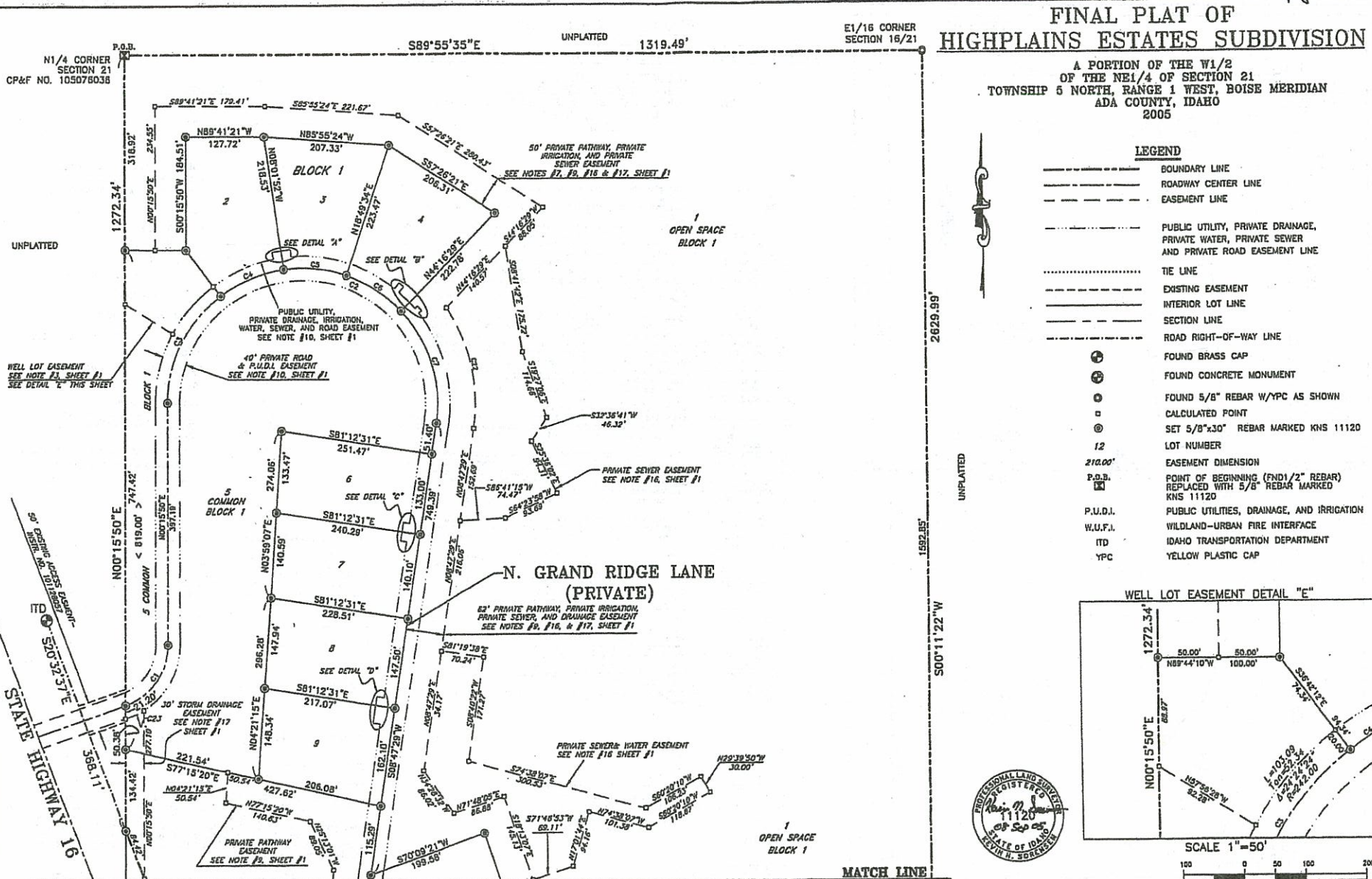


LINE TABLE

LINE	LENGTH	BEARING
L1	12.00'	N17°55'17"E
L2	14.50'	N85°00'00"E
L3	16.34'	N82°00'00"E
L4	12.00'	S84°20'28"E
L5	12.00'	N38°56'39"E
L6	10.00'	S49°33'21"E
L7	12.00'	S41°14'29"E
L8	6.00'	N59°08'00"E
L9	10.00'	S39°48'30"E
L10	12.00'	S81°12'31"E

LINE TABLE

LINE	LENGTH	BEARING
L11	10.00'	N81°12'31"E
L12	10.00'	S88°47'29"W
L13	14.78'	S88°47'29"W
L14	10.00'	S81°12'31"E
L15	12.00'	N81°12'31"E
L16	14.13'	S88°47'29"W
L17	28.97'	S88°47'29"W
L18	12.00'	S81°12'31"E



SCALE 1"=50'

SCALE 1"=100'

DRAWING NO. C026129_FP.DWG

SHEET 2 OF 4

PINNACLE
Engineers, Inc.

12552 W. Executive Dr., Suite B, Boise, Idaho 83713



FINAL PLAT OF HIGHPLAINS ESTATES SUBDIVISION

A PORTION OF THE W1/2
OF THE NE1/4 OF SECTION 21
TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2005

LEGEND

- BOUNDARY LINE
- ROADWAY CENTER LINE
- EASEMENT LINE
- PUBLIC UTILITY, PRIVATE DRAINAGE, PRIVATE WATER, PRIVATE SEWER AND PRIVATE ROAD EASEMENT LINE
- TIE LINE
- EXISTING EASEMENT
- INTERIOR LOT LINE
- SECTION LINE
- ROAD RIGHT-OF-WAY LINE
- FOUND BRASS CAP
- FOUND CONCRETE MONUMENT
- FOUND 5/8" REBAR W/YPC AS SHOWN
- CALCULATED POINT
- SET 5/8"x30" REBAR MARKED KHS 11120
- LOT NUMBER
- EASEMENT DIMENSION
- POINT OF BEGINNING (FOUND 1/2" REBAR) REPLACED WITH 5/8" REBAR MARKED KHS 11120
- P.U.D.I. PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION
- W.U.F.I. WILDLAND-URBAN FIRE INTERFACE
- ITD IDAHO TRANSPORTATION DEPARTMENT
- YPC YELLOW PLASTIC CAP

EX 93 89 11163

SEE SHEET 2 OF 4

MATCH LINE

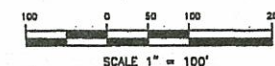
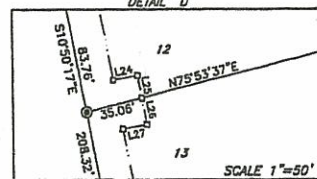
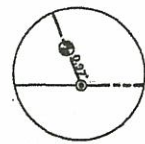
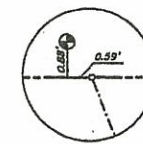
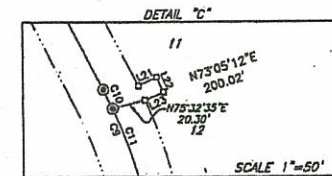
OPEN SPACE
BLOCK 1

FINAL PLAT OF HIGHPLAINS ESTATES SUBDIVISION

A PORTION OF THE W1/2
OF THE NE1/4 OF SECTION 21
TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2005

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- FOUND BRASS CAP
- FOUND CONCRETE MONUMENT
- FOUND 5/8" REBAR W/ YPC AS SHOWN
- CALCULATED POINT
- SET 5/8"x30" REBAR MARKED KNS 11120
- 12 LOT NUMBER
- 210.00' EASEMENT DIMENSION
- P.O.B. POINT OF BEGINNING (FN01/2" REBAR)
REPLACED WITH 5/8" REBAR MARKED
KNS 11120
- P.U.D.I. PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION
- W.U.F.I. WILDLAND-URBAN FIRE INTERFACE
- ITD IDAHO TRANSPORTATION DEPARTMENT
- YPC YELLOW PLASTIC CAP



DRAWING NO. C026129_FP.DWG
SHEET 3 OF 4

PINNACLE
Engineers, Inc.
12552 W. Executive Dr., Suite B, Boise, Idaho 83713
(208) 887-7760

CURVE TABLE						CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C8	78.34'	125.00'	33°54'36"	40.51'	509°09'50"E	77.07'	C17	2.59'	188.00'	0°47'25"	1.30'
C9	85.25'	300.00'	18°16'51"	42.01'	N18°58'42"W	84.98'	C18	100.28'	95.00'	62°28'49"	55.38'
C10	12.78'	300.00'	2°26'31"	6.39'	N75°53'32"W	12.79'	C19	58.05'	55.00'	62°28'49"	32.05'
C11	72.48'	300.00'	13°50'20"	38.41'	N17°45'27"W	72.25'	C20	67.63'	238.00'	18°16'51"	34.04'
C12	74.63'	250.00'	17°03'11"	37.59'	N02°17'11"W	74.35'	C21	118.76'	187.00'	35°37'37"	60.09'
C13	6.83'	250.00'	1°35'16"	3.48'	N10°02'39"W	6.83'					
C14	67.20'	250.00'	15°30'57"	34.05'	N01°29'34"W	67.49'					
C15	73.42'	100.00'	42°03'51"	38.45'	S14°48'01"E	71.78'					
C16	84.78'	95.00'	67°03'41"	28.80'	N19°30'14"W	52.54'					

10
OPEN SPACE

62' PRIVATE PATHWAY,
PRIVATE IRRIGATION,
PRIVATE SEWER
AND DRAINAGE EASEMENT
SEE NOTES #9,
#16 & #17, SHEET #1

50' PRIVATE PATHWAY, PRIVATE IRRIGATION,
AND PRIVATE SEWER EASEMENT
SEE NOTES #7, #9, #16 & #17, SHEET #1

50' PRIVATE PATHWAY,
PRIVATE IRRIGATION,
AND PRIVATE SEWER EASEMENT
SEE NOTES #9, #16 & #17, SHEET #1

N. GRAND RIDGE LANE
(PRIVATE)

STATE HIGHWAY 16

C1/4 CORNER
SECTION 21
CP&F NO. 9208206
LS 4108

UNPLATTED

CE 1/16 CORNER
SECTION 21

FINAL PLAT OF HIGHPLAINS ESTATES SUBDIVISION

CERTIFICATE OF OWNERS

Know all men by these presents, that Highplains Estates LLC, a Limited Liability Company, is the owners of the real property hereafter described:

A parcel of land being that portion East of the East right-of-way of State Highway 16 located in the W1/2 of the NE1/4 of Section 21, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho and more particularly described as follows:

BEGINNING at a 5/8 inch rebar marking the NW corner of said W1/2, thence along the North line of said W1/2 S89°55'35"E a distance of 1319.49 feet to a 5/8 inch rebar marking the NE corner of said W1/2 and from which a 5/8 inch rebar marking the NE corner of said NE1/4 bears S89°55'35"E a distance of 1319.49 feet;
Thence leaving said North line and along the East line of said W1/2 S00°11'22"W a distance of 2629.99 feet to a 5/8 inch rebar marking the SE corner of said W1/2;
Thence leaving said East line and along the South line of said W1/2 N89°41'32"W a distance of 755.71 feet to a 5/8 inch rebar from which a brass cap monument marking the SW corner of said W1/2 bears N89°41'32"W a distance of 567.20 feet;
Thence leaving said South line and along the easterly right-of-way of State Highway 16 N20°23'30"W a distance of 536.41 feet to a brass cap monument;
Thence N47°08'12"W a distance of 111.84 feet to a concrete monument;
Thence N20°33'04"W a distance of 829.53 feet to a 5/8 inch rebar on the West line of said W1/2;
Thence leaving said right-of-way and along said West line N00°15'50"E a distance of 1272.34 feet to the POINT OF BEGINNING.

Said parcel contains 71.05 acres more or less and is subject to all existing easements and rights-of-ways of record or implied.

That it is the intention of the undersigned to and she hereby includes said land in this plat. The easements indicated on said plat are not dedicated to the public but the right to use said easements and private road are perpetually reserved for public utilities, and for such other uses as designated hereon and no structure other than for such purposes are to be erected within the limits of said easements.

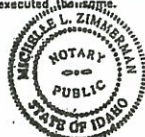
In witness whereof, I have set my hand this 10 day of July, year of 2005
Highplains Estates, LLC

Shirley A. Adams-Sharp
Shirley A. Adams-Sharp Member

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO) S.S.
COUNTY OF ADA)

On this 10 day of July, in the year of 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Shirley A. Adams-Sharp, known or identified to me to be a member of Highplains Estates, LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me that she executed such instrument for and on behalf of said Limited Liability Company and said Limited Liability Company executed the same.



Michelle L. Zimmerman
Notary Public for Idaho
Residing at: Ada, ID
My Commission Expires on 4/31/10

CERTIFICATE OF SURVEYOR

I, Kevin N. Sorenson, do hereby state that I am a Registered Professional Land Surveyor, licensed by the State of Idaho, and that this plat as described in the CERTIFICATE OF OWNERS was drawn from an actual survey made on the ground by me or under my supervision.



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

William R. Rees
District Health Department, EHS

Date: 08-17-05



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on this 6 day of October, year of 2004.

John J. Hines
Chairman



APPROVAL OF ADA COUNTY COMMISSIONERS

The foregoing plat was accepted and approved by the Board of Commissioners of Ada County, Idaho this 13 day of July, year of 2005.

John J. Hines
Board Chairman



CERTIFICATE OF ADA COUNTY SURVEYOR

I, the undersigned, County Surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to Plats and Surveys.

John E. Brister 9/9/05
Ada County Surveyor

CERTIFICATE OF THE ADA COUNTY TREASURER

This is to certify that the undersigned, per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this plat have been paid in full. This certification is valid for the next thirty (30) days only.

Linda Fisher-Joy Mary Everett
Ada County Treasurer

Date: 4-13-05



CERTIFICATE OF ADA COUNTY RECORDER

INSTRUMENT No. 105132337

STATE OF IDAHO) S.S.
COUNTY OF ADA)

I hereby certify that this plat was filed at the request of Highplains Estates, LLC at 5:55 minutes past 11 o'clock A.M. this 13 day of July, A.D. 2005 in my office and was duly recorded in Book 93 of Plats at Pages 1116 and 1117.

Alvin M. Smith
Deputy
Fee: \$21.00

J. Anna Murray
Ex-officio Recorder

PINNACLE
Engineers, Inc.

12552 W. Executive Dr., Suite B, Boise, Idaho 83713
(208) 897-7760

DRAWING NO. C026129_FP.DWG
SHEET 4 OF 4