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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINFIELD ESTATES SUBDIVISION

March 24, 2020

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF REAL PROPERTY WITHIN THE LINFIELD ESTATES SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS THEREIN.

TABLE OF CONTENTS

ARTICLE I: PROPERTY AND PURPOSES	1
<u>Section 1.</u> <u>Property Covered/Benefit of Declaration</u>	1
<u>Section 2.</u> <u>Purposes of Declaration</u>	1
ARTICLE II: DECLARATION	1
ARTICLE III: DEFINITIONS	1
<u>Section 1.</u> "Architectural Committee"	1
<u>Section 2.</u> "Assessments"	1
<u>Section 3.</u> "Association"	1
<u>Section 4.</u> "Board"	1
<u>Section 5.</u> "Declarant"	1
<u>Section 6.</u> "Dwelling Unit"	1
<u>Section 7.</u> "Improvement"	2
<u>Section 8.</u> "Irrigation System"	2
<u>Section 9.</u> "License Agreements"	2
<u>Section 10.</u> "Limited Assessment"	2
<u>Section 11.</u> "Lot"	2
<u>Section 12.</u> "Member"	2
<u>Section 13.</u> "Mortgage"	2
<u>Section 14.</u> "O&M Manual"	2
<u>Section 15.</u> "Owner"	2
<u>Section 16.</u> "Person(s)"	2
<u>Section 17.</u> "Plat"	2
<u>Section 18.</u> "Property"	3
<u>Section 19.</u> "Regular Assessments"	3
<u>Section 20.</u> "Restrictions"	3
<u>Section 21.</u> "Special Assessments"	3
<u>Section 22.</u> "Storm Water Facilities"	3
ARTICLE IV: GENERAL USES AND REGULATION OF USES	3
<u>Section 1.</u> <u>Single Family Lots.</u>	3
<u>Section 2.</u> <u>Lot 2, Block 1.</u>	4
<u>Section 3.</u> <u>Lot 3, Block 1.</u>	4
<u>Section 4.</u> <u>Home Occupations</u>	4
<u>Section 5.</u> <u>Vehicle and Other Storage</u>	4
<u>Section 6.</u> <u>Compliance With Laws, Rules and Ordinances</u>	4
<u>Section 7.</u> <u>Signs</u>	5
<u>Section 8.</u> <u>Animals</u>	5
<u>Section 9.</u> <u>Nuisance</u>	5
<u>Section 10.</u> <u>Exterior Improvements, Appearance and Emergency Maintenance</u>	5
<u>Section 11.</u> <u>Outbuildings.</u>	6
<u>Section 12.</u> <u>Fences.</u>	6
<u>Section 13.</u> <u>Antennae/Dishes.</u>	6
<u>Section 14.</u> <u>Insurance.</u>	6
<u>Section 15.</u> <u>Storm Water Drainage.</u>	6
<u>Section 16.</u> <u>Garages</u>	7
<u>Section 17.</u> <u>Construction Commencement, Completion and Other Activities.</u>	7

<u>Section 18.</u>	<u>Construction Equipment.</u>	7
<u>Section 19.</u>	<u>Damage to Improvements.</u>	7
<u>Section 20.</u>	<u>Garbage Pick-Up.</u>	7
<u>Section 21.</u>	<u>No Further Subdivision.</u>	7
<u>Section 22.</u>	<u>Hunting/Firearms.</u>	7
<u>Section 23.</u>	<u>Exterior Lighting.</u>	7
ARTICLE V: IRRIGATION		8
ARTICLE VI: INSURANCE		9
<u>Section 1.</u>	<u>Insurance</u>	9
<u>Section 2.</u>	<u>Premiums Included in Assessments</u>	9
ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS		9
<u>Section 1.</u>	<u>Membership</u>	9
<u>Section 2.</u>	<u>Voting Classes</u>	9
ARTICLE VIII: ASSESSMENTS		10
<u>Section 1.</u>	<u>Creation of the Lien and Personal Obligation of Assessments</u>	10
<u>Section 2.</u>	<u>Purposes of Assessments</u>	10
<u>Section 3.</u>	<u>Uniform Rate of Assessment</u>	10
<u>Section 4.</u>	<u>Date of Commencement of Annual Assessments; Due Dates</u>	10
<u>Section 5.</u>	<u>Effect of Nonpayment of Assessments; Remedies of the Association</u>	10
<u>Section 6.</u>	<u>Subordination of the Lien to Mortgages</u>	11
ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS		11
<u>Section 1.</u>	<u>Authority of Board</u>	11
<u>Section 2.</u>	<u>Easement</u>	12
<u>Section 3.</u>	<u>Non-Waiver</u>	12
<u>Section 4.</u>	<u>Limitation of Liability</u>	12
<u>Section 5.</u>	<u>Indemnification of Board Members</u>	12
ARTICLE X: ARCHITECTURAL COMMITTEE		13
<u>Section 1.</u>	<u>Charter of Architectural Committee</u>	13
<u>Section 2.</u>	<u>Architectural Control</u>	13
<u>Section 3.</u>	<u>Review of Proposed Improvements</u>	13
<u>Section 4.</u>	<u>Inspection of Approved Improvements</u>	13
<u>Section 5.</u>	<u>Review of Unauthorized Improvements</u>	14
ARTICLE XI: GENERAL PROVISIONS		14
<u>Section 1.</u>	<u>Enforcement</u>	14
<u>Section 2.</u>	<u>Severability</u>	14
<u>Section 3.</u>	<u>Term and Amendment</u>	14
<u>Section 4.</u>	<u>Annexation</u>	14
<u>Section 5.</u>	<u>Duration and Applicability to Successors</u>	15
<u>Section 6.</u>	<u>Attorneys Fees/Collection of Fines.</u>	15
<u>Section 7.</u>	<u>Governing Law.</u>	15
<u>Section 8.</u>	<u>Assumption of Risk; Waiver of Claims</u>	15

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY	17
EXHIBIT B - LICENSE AGREEMENTS	18
EXHIBIT C - STORM DRAINAGE & IRRIGATION SYSTEM O&M MANUAL	19
EXHIBIT D - LINFIELD ESTATES SUBDIVISION FINAL PLAT	20

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LINFIELD ESTATES SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Linfield Estates Subdivision (this "Declaration") is made effective this 24 day of March, 2020, by DRK LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSES

Section 1. Property Covered/Benefit of Declaration. The property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is shown on the Plat, as hereinafter defined.

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, including each Lot, Dwelling Unit, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

ARTICLE III: DEFINITIONS

Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. "Association" shall mean the Linfield Estates Homeowners' Association, Inc., its successors and/or assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Declarant" shall mean DRK LLC, an Idaho limited liability company, or its permitted assigns.

Section 6. "Dwelling Unit" shall mean each single-family, detached residential home to be constructed on each Lot.

Section 7. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.

Section 8. "Irrigation System" shall mean that certain irrigation water delivery system detailed in Article V.

Section 9. "License Agreements" shall mean those two License Agreements (one with Canyon Highway District No. 4 and one with Middleton Mill Ditch Company, Middleton Irrigation Association, Inc. and Lemp Lateral, Inc.) attached hereto as Exhibit B, which is made a part hereof.

Section 10. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for specific maintenance as detailed in this Declaration, any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or occupant of such Owner's Lot, or the family members, licensees, invitees, agents, contractors or employees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Irrigation System and Storm Water Facilities and/or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 11. "Lot" shall mean any lot shown on the Plat.

Section 12. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 13. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 14. "O&M Manual" shall mean that certain Operation & Maintenance Manual detailed in Article IV, Section 1 and attached hereto as Exhibit C, which is made a part hereof, addressing domestic wells, the Irrigation System and Storm Water Facilities.

Section 15. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 17. "Plat" shall mean the Linfield Estates Subdivision final plat filed in Book 49 of

Plats at Page 46, Records of Canyon County, Idaho, a copy of which is attached hereto as Exhibit D, which is made a part hereof.

Section 18. "Property" shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 19. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Irrigation System and Storm Water Facilities, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 20. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 21. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

Section 22. "Storm Water Facilities" shall mean those certain common storm water drainage facilities detailed in Article IV, Section 15.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for single-family, detached Dwelling Units only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed. Residing in any trailer, motor home, camper or any other vehicle, structure or Improvement, other than a Dwelling Unit, is prohibited.

Single-story Dwelling Units must be a minimum of 2,300 square feet and two-story Dwelling Units must be a minimum of 2,800 square feet.

Unless otherwise provided by an applicable governmental agency, domestic water for each Lot will be supplied by an individual ground well and sewer services will be provided by an individual septic system. Each Owner, at his or her sole cost and expense, shall be responsible for the construction, operation, maintenance, repair and/or replacement of the domestic water well and septic system serving his or her Lot. All such wells and septic systems must be located within the boundaries of the Lot they serve. The domestic water wells contemplated herein are separate and distinct from the irrigation water wells described in Article V below. Finally, each Owner is

encouraged to read and adhere to the domestic well construction suggestions contained in that certain Storm Drainage & Irrigation System Operation and Maintenance Manual for Linfield Estates Subdivision, dated February 7, 2020, a copy of which is attached hereto as Exhibit C ("O&M Manual").

Section 2. Lot 2, Block 1. In addition to all other terms or Restrictions contained herein, the Dwelling Unit, outbuildings and all other Improvements located on Lot 2, Block 1, cannot exceed one story in height. **This Section cannot be deleted or amended.**

Section 3. Lot 3, Block 1. In addition to all other terms or Restrictions contained herein, the Dwelling Unit, outbuildings and all other Improvements located on Lot 3, Block 1, cannot exceed one story in height unless any such Dwelling Unit, outbuildings and/or other Improvements are constructed on the north half of this Lot, in which event such Dwelling Unit, outbuildings and/or other Improvements cannot exceed two stories in height. **This Section cannot be amended or deleted.**

Section 4. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations 1) do not increase the burdens on the public streets (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot.** If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the public streets and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public streets or the use and enjoyment of an Owner's Lot.

Section 5. Vehicle and Other Storage. Unenclosed areas, including driveways and all other unenclosed areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of semi-trucks (or their trailers), equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles, propane tanks and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. For purposes of this Section, temporary parking shall be as determined by the Board.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored after three (3) days' written notice to the known owner thereof or, in the event such owner is unknown, posted on such item, at the risk and expense of the owner thereof.

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 6. Compliance With Laws, Rules and Ordinances. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit which would be in violation of any laws, rules, regulations or ordinances.

Section 7. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 8. Animals. Provided that all applicable federal, state and local laws, rules, regulations and ordinances are complied with, each Lot may contain a maximum of 1) four domestic animals (for example, two dogs and two cats), 2) two livestock animals (for example, one horse and one cow), and 3) six chickens (only one of which can be a rooster). For purposes of this Section, domestic animals shall be defined as dogs and cats (provided that pit bull dogs are prohibited) and livestock animals shall be defined as cows, horses, goats, mules, lamas, alpacas and sheep. Any other animals not specifically defined as domestic animals or livestock animals are strictly prohibited. The Board may at any time require the removal of any animal, including dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. No dogs shall be allowed to roam or run loose. All Owners shall be responsible for picking up and properly disposing of all organic waste of their animals.

Section 9. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 10. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Dwelling Unit or other Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its

agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family members, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of Regular or Special Assessments (unless the emergency was caused by an Owner, his family members, invitees or licensees, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). In addition, if the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 11. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character (including the roof) that will be in harmony with the Dwelling Unit located such Lot.

Section 12. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link fences are prohibited. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use.

Section 13. Antennae/Dishes. The location, type, style and color of any and all antennae and/or satellite or other dishes shall be pre-approved in writing by the Architectural Committee. All antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 14. Insurance. Nothing shall be done or kept in any Dwelling Unit or Lot which will increase the rate of insurance on any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 15. Storm Water Drainage. As discussed in more detail in the O&M Manual, there exists a common storm water drainage system which consists of a storm water detention pond on Lot 1, Block 1, and an infiltration ditch which runs between Lots 4 and 5, Block 1, then south along the western boundaries of Lots 1 through 4, Block 1 into the storm water detention pond on Lot 1, Block 1 (collectively the "Storm Water Facilities"). The Storm Water Facilities shall be operated and maintained by the Association in accordance with the O&M Manual. The costs of operating and maintaining the Storm Water Facilities shall be passed on to all Owners, in equal shares, in the form of Regular Assessments; provided that if such maintenance, repair and/or replacement is caused by a specific Owner, or his or her family members, invitees or licensees, such cost shall be the sole responsibility of

such Owner. The Storm Water Facilities shall remain free of all obstructions (including fences, trees and livestock) which may adversely affect the operation and maintenance of the Storm Water Facilities.

Other than as discussed above, all Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Section 16. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than three vehicles. To the extent practical, garage doors must remain closed at all times.

Section 17. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements, including, without limitation, all front, back and side yard landscaping. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements.** Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 18. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 19. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 20. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 21. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

Section 22. Hunting/Firearms. **Hunting and the use of firearms (other than for personal security and protection) on any portion of the Property is strictly prohibited.**

Section 23. Exterior Lighting. Exterior lights cannot continuously remain on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

ARTICLE V: IRRIGATION

Non-potable (non-drinkable) irrigation water will be supplied to the Property (including each Lot) via two sources: 1) surface water delivered by the Middleton Mill Ditch Company, Middleton Irrigation Association, Inc. and/or Lemp Lateral Inc. (collectively the "Irrigation Delivery Companies"); and 2) supplemental ground water from individual irrigation wells located on each Lot. The surface water from the Irrigation Delivery Companies and all lines, pumps, facilities and other Improvements associated with the delivery thereof, together with the irrigation ground water and all lines, pumps, facilities and other Improvements associated therewith, shall collectively be referred to herein as the "Irrigation System".

The Irrigation Delivery Companies will deliver the surface irrigation water during its normal water delivery schedule (generally April 15 through October 15 of each year) in an amount equal to, or less than, the existing water rights appurtenant to the Property. This irrigation water will be delivered via main lines running through Riley Court. This irrigation water will then flow from these main lines to the individual irrigation wells located on each Lot for use by each individual Lot Owner. The Association shall be responsible to pay all assessments and fees levied by the Irrigation Delivery Companies associated with its irrigation water delivery. These costs and fees shall be passed unto all Owners in the form of Assessments. The Association, at its sole cost and expense, shall also be responsible for the operation and maintenance of that portion of the Irrigation System common to all Lots and their Owners (for example, the main lines) not otherwise maintained by the Irrigation Delivery Companies. This Association operation and maintenance shall be in accordance with the O&M Manual and the License Agreements. The Association shall pass these costs and fees onto all Owners in the form of Assessments.

With respect to the individual irrigation wells located on each Lot, Declarant, at its sole cost and expense, will construct these wells, including, without limitation, the installation of pumps which cannot exceed one and one-half (1 ½) horse power. None of these wells can be constructed deeper than eighteen feet (18'). Once constructed, each Owner, at his or her sole cost and expense, shall be responsible for the operation, maintenance, repair and/or replacement of these individual wells, including, without limitation, the pump, electricity, lines, facilities and other Improvements serving such Owner's Lot. Access to the subsurface irrigation water produced by these individual irrigation wells is limited to March 1 through November 15th of each year.

As it relates to the Irrigation System, the Association and each Owner (by accepting a deed to any Lot) hereby agree:

- 1) To pay his/her/its proportionate share of assessments and other fees levied by the Irrigation Delivery Companies;**
- 2) To pay any and all Assessments levied by the Association associated with the Irrigation System;**
- 3) To not allow his/her/its irrigation well to be deeper than eighteen feet (18') or allow the pump for any such well to exceed one and one-half (1 ½) horse power;**
- 4) To adhere to any and all mandatory terms contained in the O&M Manual and License Agreements, as well as any rules adopted by the Board in relation to the use**

**of the Irrigation System, including any and all irrigation water serving the same;
and**

- 5) To hold Declarant harmless from any and all liability for damages or injuries to themselves, their family members, invitees and/or licensees associated with the Irrigation System.**

Finally, Declarant hereby assigns to the Association, and the Association hereby assumes, all of Declarant's rights, duties and obligations under the License Agreements. Accordingly, the Association shall be responsible for any maintenance, repair and/or replacement duties of Declarant contained in the License Agreements.

ARTICLE VI: INSURANCE

Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Property insurance for the Improvements, equipment and other facilities associated with the common components of the Irrigation System with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.

(b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees and licensees, against any liability incident to the ownership, management, maintenance and/or use of the Irrigation System and/or any other portion of the Property.

(c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.

(d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Declarant and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association.** These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the operation, maintenance repair and/or replacement of the common components of the Irrigation System and Storm Water Facilities, as well as for the proper operation of the Association.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal

to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Irrigation System and/or Storm Water Facilities or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and bylaws, shall have all powers and authority permitted to the Board under the Association's articles and bylaws and this Declaration, and shall acquire and shall pay all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the common components of the Irrigation System and Storm Water Facilities as detailed herein, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, electrical, and any other utility service as required for the common components of the Irrigation System and Storm Water Facilities. The Board may arrange for special metering of utilities as appropriate.

(c) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration. **Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.**

(d) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(e) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(f) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(g) The Board shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Irrigation System and Storm Water Facilities and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

ARTICLE X: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. **Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.**

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within fifteen (15) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board

in writing of such noncompliance within such fifteen (15) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.

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

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended by an instrument approved in writing by Declarant (assuming Declarant owns one or more Lots) and the written consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Canyon County, Idaho.

Section 4. Annexation. Additional residential property not currently anticipated to be a part of the Linfield Estates Subdivision may be annexed into the Property by Declarant or with the consent of

two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Canyon County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest. **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

Section 6. Attorneys Fees/Collection of Fines. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association, must comply with any and all requirements contained in the Idaho Code.

Section 7. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 8. Assumption of Risk; Waiver of Claims. All Owners, for themselves and their family members, invitees and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective members, managers, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective members, managers, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective members, managers, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective family members, invitees or licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person. This Section cannot be deleted or amended.

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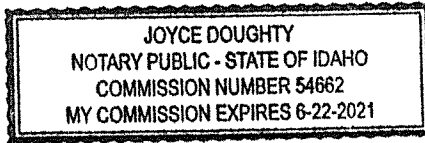
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

Declarant:

DRK LLC,
an Idaho limited liability company

By: Michael H. Conklin
Michael H. Conklin, Manager

STATE OF IDAHO)
) ss.
County of Ada)



This record was acknowledged before me on March 24, 2020, by Michael H. Conklin as the Manager of DRK LLC.

Joyce Doughty
Signature of Notary Public
My commission expires: 6/22/2021

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 6, Block 1 and Lots 1 through 7, Block 2, Linfield Estates Subdivision, according to the official plat thereof, filed in Book 49 of Plats at Page 46, Records of Canyon County, Idaho.

EXHIBIT B
LICENSE AGREEMENTS

See attached.

**LINFIELD ESTATES SUBDIVISION
PERMIT/LICENSE FOR THE USE OF RIGHT-OF-WAY
FOR PRESSURIZED & GRAVITY IRRIGATION SYSTEM**

PARTIES:

Canyon Highway District No. 4
Developer: *DRK, LLC*

THIS LICENSE AGREEMENT made and entered this 4th day of MARCH, 2020,
by and between DRK, LLC, and
CANYON HIGHWAY DISTRICT NO. 4 of 15435 Hwy. 44 Caldwell, Canyon County, Idaho,
83607 a Highway District organized and existing pursuant to Chapter 13 of Title 40 Idaho Code,
District herein, acting by and through its Board of Commissioners;

ARTICLE 1. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the following meaning, unless the context indicates to the contrary.

Section 1.1 “Developer”: means *DRK, LLC*, who owns and is developing the
“Development” and who is a party to this agreement.

Section 1.2 “Development”: means and refers to the following development as identified
on the following engineering plan on file with the District to wit:
Linfield Estates Subdivision.

Section 1.3 “District”: means the Canyon Highway District No. 4, a Highway District
organized and existing under and by virtue of the Laws of the State of Idaho, located in
Canyon County, Idaho party to this agreement.

Section 1.4 “Highways and Public Rights-of-Way”: means and refers to roads,
streets, alleys and bridges laid out or established for the public or dedicated or abandoned
to the public and includes rights-of-way open to the public and under the jurisdiction of
the “District.”

Section 1.5 “Permit”: means and refers to “Application and Permit to Use Right-Of-
Way Utilities” which form is a part of the Highway Standards and Development
Procedures for the Highway Districts of Canyon County, Idaho latest edition. A true and
correct copy of the present form contained in the October 2011 edition is attached marked
Exhibit A “Application and Permit to Use Right-Of-Way Utilities,” a copy of which shall
be provided to the Developer and is herein referenced. Reference to “General Provisions
(Utilities)” is to the reverse side of the Application and Permit to Use Right-Of-Way
Utilities form.

Section 1.6 “Pressure & Gravity Irrigation System”: means and refers to the private, non-potable irrigation water system, including pressurized pipe lines, valves, Miscellaneous Utilities, and appurtenances serving the Development.

ARTICLE 2. RECITALS

Section 2.1 WHEREAS, the developer has determined that the Development shall include a Pressure & Gravity Irrigation System and Miscellaneous Utilities, portions of which will need to be placed in the “Highways and Public Right-of-Way” of the “District”; and

Section 2.2 WHEREAS, the Commissioners of the District have exclusive general supervision and jurisdiction over all highways and public rights-of-way within their highway system and the District has legal title to all property acquired; and

Section 2.3 WHEREAS, the District regulates the use of its highways and public rights-of-way for utility installations and other uses therein and requires that applicants complete and file an Application and Permit To Use Right-Of-Way Utilities and that applicants as a condition of granting the permit agree to all of its terms, conditions and provisions as provided on the form; and

Section 2.4 WHEREAS, the District is willing to provide a license to the Developer for the construction, operation, and maintenance of Pressure & Gravity Irrigation System within the Highways and Public Rights-of-ways subject to the Developer agreeing to the terms, conditions and provisions of an Application and Permit to Use Right-of-Way Utilities and agreeing to the terms and conditions set forth herein; and

Section 2.5 WHEREAS, the Developer and the Highway District find that it is in their mutual best interests to craft an agreement that standardizes the process and the terms and conditions by which the Developer obtains the license and right to construct, and maintain a “Pressure & Gravity Irrigation System” within the Highways and Public Rights-of-ways of the District which terms and conditions are agreed to by the parties and set forth in this Agreement.

ARTICLE 3. GRANT OF UTILITY PERMIT/LICENSE FOR NONEXCLUSIVE USE OF HIGHWAY RIGHT OF WAY FOR PRESSURE & GRAVITY IRRIGATION SYSTEM.

Section 3.1 There shall be granted by District to the Developer a permit/license to construct, operate, and maintain "Pressure & Gravity Irrigation System" within the Highways and Public Rights-of-way of the District, specifically located within the rights-of-way of **North Sophie Place** as shown on the Official Map of the Canyon Highway District No. 4 Highway System, and to operate the same as is necessary or convenient for the Pressure & Gravity Irrigation System and subject to the conditions and regulations hereinafter set forth.

Section 3.2 In accordance with the Permit General Provisions (Utilities) #11 of the Permit, the right to so use and occupy said Highways and Public Rights-of-way for the purposes herein set forth shall not be exclusive. The Highway District reserves the right to grant use of said Highways and Public Rights-of-way, within its boundaries, to any utility authorized by the Idaho Code to be placed therein and any other person or firm at any time during the period of this Agreement, so long as such subsequent grant [limited to any other person] does not interfere with Developer's licensed use hereunder.

Section 3.3 The terms, conditions and provisions as set forth on the Permit form, a true and correct copy of which is attached hereto marked Exhibit A and by this reference incorporated herein, are included and are part of the terms and conditions of this Permit/License.

ARTICLE 4. COMPLIANCE WITH APPLICABLE LAWS.

Section 4.1 The Developer shall, at all times during the life of this Permit/License, be subject to the lawful exercise of the police power by the State of Idaho and/or the County of Canyon and to such reasonable regulations as the Highway District shall hereafter provide that shall appertain to the construction, maintenance and/or operation of the Pressure & Gravity Irrigation System within the Highway District's Right-of-Way.

ARTICLE 5. CONDITIONS ON HIGHWAYS AND PUBLIC RIGHT-OF-WAY UTILITY OCCUPANCY.

Section 5.1 Plans for proposed Pressure & Gravity Irrigation System showing the location and construction shall be prepared and stamped by an Idaho Licensed Professional Engineer and/or landscape architect and shall provide the information required in Permit General Provisions (Utilities) #14. Plans for proposed Pressure & Gravity Irrigation System are subject to approval by the Work Director or Engineer of the Highway District.

Section 5.2 The proposed Pressure & Gravity Irrigation System shall be so located so as not to interfere with the proper use of Highways and Public Rights-of-way as well as not to interfere with existing public utility, and electrical street light systems installations.

Unless otherwise approved in writing by the District, any Pressure & Gravity Irrigation System shall be constructed in locations consistent with and subject to the requirements of the applicable Highway Standards and Development Procedures for the Highway Districts of Canyon County, Idaho latest edition and as subsequently amended, and specifically the provisions applicable to permitting of Utilities within the Highways and Public Rights-of-Way.

Section 5.3 Developer shall comply with the "Digline" law (Idaho Code Chapter 22, Section 55) and any future amendments thereto.

Section 5.4 The Pressure & Gravity Irrigation System shall be so constructed, maintained, operated and located as not to injure or damage unnecessarily any existing electrical conduit, drains, storm sewers, catch basins or other like improvements or the subsurface or surface of Highways and Public Rights-of-Way streets, roads, alleys, sidewalks, bridges and other public ways and places, but should any of the aforesaid be damaged or injured, whether by act or omission to act on the part of the Developer, his/her/its officers, employees or agents, or proximately damaged or injured by any property or instrumentality under the care, custody or control of the Developer, his/her/its officers, employees or agents, the Developer shall immediately notify the affected owner of the damage and shall forthwith, at its own expense, either repair the damage and restore the aforesaid to as good condition as existed prior to the time of the said injury or damage, or Developer shall make other arrangements that are acceptable to the affected owner for accomplishing said repair. Developer shall keep the affected owner informed of all significant repairs being performed to allow the agency to perform inspection of the repair work, in accordance with Section 5.7 of this Agreement. All of the work done for the construction, maintenance, operation and location, and the repair and restoration of any damage or injury, shall be done in accordance with the standards of the affected owner as well as the provisions of any and all general regulations of the District governing the excavation in and repair of said streets, roads, alleys, bridges, sidewalks and other public ways and places.

Section 5.5 Pursuant to Permit General Provisions (Utilities) # 9 and after notice from the District, the Developer shall in a timely manner and at his/her/its expense, cause to be relocated any Pressure & Gravity Irrigation System as the case may be at a location within the Highway and/or Public Right-of-Way designated by the District, in the event the same is necessary as a part of a Highway and/or Public Right-of-Way relocation and/or reconstruction.

Section 5.6 The Developer shall file one (1) copy in digital format compatible with the District's computer mapping system in use at time of execution of this agreement, or a format mutually agreed upon during the term of this agreement, with the District to the attention of the District Engineer and one (1) paper copy with the District, a current map and plan disclosing the location and character of structures and facilities of his/her/its Pressure & Gravity Irrigation System constructed and maintained in, upon, across and under the streets, alleys and public places or ways within the District. In the event the Developer inaccurately maps any of its facilities or lines installed after the date of this License Agreement, and such inaccuracy results in the misplacement of utility lines by

any other public agency or utility as authorized by the District, it shall be the Developer's responsibility to move its facilities or lines, or pay the extra cost for any rerouting of District facilities necessary as a result of such inaccurate maps in an effort to coordinate the activities of the District and the Developer. The Developer shall provide the office of the District's Engineer fourteen (14) days prior to construction, drawings of proposed and new projects. The District shall review the construction drawings and provide the Developer with comments regarding the project.

Section 5.7 In the event Developer is required to excavate or disturb pavement in order to operate, maintain, and/or reconstruct Pressure & Gravity Irrigation System at a time subsequent to the construction and installation of the same by the Developer pursuant to this Permit/License, the Developer shall not less than 7 days prior to such work [except in the case of an emergency and in such case as soon as possible] notify the District work director or his designee and advise of the reasons, and the nature and extent of the work to be performed and shall follow the Permit General Provisions (Utilities) #16 in this regard and all other Permit General Provisions (Utilities) therein applicable to the work.

Section 5.8 The Developer, his/her/its agents and contractors shall provide traffic control in routine maintenance and operation of the Pressure & Gravity Irrigation System in accordance with the then current Manual on Uniform Traffic Control Devices for Streets and Highways and as provided in Permit General Provisions (Utilities) # 3 of the Permit.

Section 5.9 The Developer shall be responsible that all Pressure & Gravity Irrigation System or other appurtenances are to finished grade after resurfacing, widening, or other reconstruction conducted by Developer or by District affecting the same.

Section 5.10 The Developer is responsible for the coordination of the location, construction and installation of its Pressure & Gravity Irrigation System in relationship with any other utility lines permitted by or installed by the District.

ARTICLE 6. INSURANCE FOR LIABILITY AND PROPERTY DAMAGE AND FAITHFUL PERFORMANCE.

Section 6.1 The Developer shall indemnify and save and hold harmless the District from and for any and all losses, claims, actions or judgments for damages or injury to persons or property and losses and expenses caused or incurred by the Developer, his/her/its officers, employees and agents and as provided in Permit General Provisions (Utilities) #4 of the Permit.

Section 6.2 Developer shall maintain, and by his/her/its acceptance of this License Agreement specifically agrees that it will maintain throughout the term of this Agreement, liability insurance for any and all losses, claims, actions or judgments for damages or injury to persons or property and losses and expenses caused or incurred by the his/her/its officers, employees and agents. The District shall be named as a named insured in an amount equal to the minimum coverage required by the Idaho Tort Claims Act and Idaho's Worker's Compensation Law. The limits of insurance shall not be deemed a limitation of the Developer's covenant to indemnify and save and hold

harmless the District from such losses, claims, actions or judgments, and if the District becomes liable for an amount in excess of the insurance limits herein provided, the Developer covenants and agrees to indemnify and save and hold harmless the District from any and all such losses, claims, actions, judgments or expenses for damages or injury to persons or property.

Section 6.3 The insurance policies obtained by the Developer in compliance with this section must be approved by the District Commissioners and such insurance policy, along with written evidence of payments of required premiums, shall be filed and maintained with the District Secretary during the term of this Agreement; or in lieu of an insurance policy, the Developer may submit, and keep on file with the District Secretary, during the term of this Agreement, a current certificate of insurance showing compliance with this section, but said certificate of insurance must disclose that District is a named insured, the policy period, and that the premium has been paid for the policy period.

ARTICLE 7. OPERATION AND MAINTENANCE OF SYSTEM

Section 7.1 All Pressure & Gravity Irrigation Systems, in, upon, over, across, along and under each and all of the streets, roads, avenues, bridges, and other public ways and places of the Highways and Public Rights-of-Way wherever situated or located, and whether now existing or not, shall be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

Section 7.2 The Developer shall maintain a listed telephone, and be so operated that complaints and requests for repairs or adjustments regarding the Pressure & Gravity Irrigation System may be received at any time.

Section 7.3 The Developer shall be liable to the District for any damages to District property or expenses reasonably incurred by the District as a result of the Developer's failure to comply with the provisions of this Article or failure to comply with the General Provisions of the Permit.

ARTICLE 8. RIGHTS RESERVED TO DISTRICT.

Section 8.1 The right is hereby reserved by the District to adopt, in addition to the provisions contained herein, such additional regulations as it shall find necessary; provided, that such regulations shall be reasonable and not in conflict with the rights herein granted and not in conflict with the laws, rules and regulations of other governmental regulatory agencies having jurisdiction over Developer's Pressure & Gravity Irrigation System operation.

Section 8.2 The District shall have the right to inspect and copy the maps, plats, plans and other records of the locations and character of the structures and facilities of the treatment, collection, transmission and distribution of the Developer's Pressure & Gravity Irrigation System at any time during normal business hours.

Section 8.3 The District shall have the right to regulate the location and installation of the Developer's Pressure & Gravity Irrigation System which shall subsequently lie within the Highways and Public Rights-of-Way to insure compliance with the terms of this Agreement.

ARTICLE 9. TERM:

Section 9.1 This License Agreement and the rights, privileges and authority hereby granted will be in full force and effect as of the date first written above and shall continue in full force and shall apply to and be in effect for as long as there is a Pressure & Gravity Irrigation System, of the Developer's "Pressure & Gravity Irrigation System" within the Highways and Public Rights-of-way.

ARTICLE 10. ASSIGNMENT OF LICENSE AGREEMENT.

Section 10.1 This License Agreement shall not be assigned, transferred or sold without the written consent of the District with the provision that:

10.1.1 Other than as herein agreed, this License Agreement shall not be assigned, transferred, or sold without the consent of the District and shall at all times be held by the owner of the Pressure & Gravity Irrigation System which is the subject of this License Agreement.

ARTICLE 11. FORFEITURE OF LICENSE.

Section 11.1 The License granted by this Agreement may be terminated and canceled, amended, or amplified at any time for failure of the Developer to comply with the terms and conditions hereof and as provided in Permit General Provisions # 12. Prior to notice of intent to terminate and cancel, the District shall give written notice of the matters and facts of which Developer is claimed to be in default or noncompliance, such notice to be given by personal service or by registered mail. Should Developer fail to correct and remedy such default or noncompliance within a reasonable time from the day of receipt of said notice, such reasonable time to depend upon the exigencies surrounding the matters and facts set forth in said notice, then and in that event said District may forthwith give Developer notice of its intent to terminate and cancel this License and grant. Such notice of intent to terminate and cancel shall be by Resolution of the Commissioners of the District duly adopted after ninety (90) days notice to Developer by certified mail or personal service of such intent to terminate and cancel and after a public hearing in which the Developer has been given an opportunity to be heard before the District's Commissioners.

ARTICLE 12. SEVERABILITY.

Section 12.1 The provisions of this License Agreement are hereby declared separable and if any section, clause or phrase hereof is hereafter declared invalid and unconstitutional, the same shall not affect the validity of the remaining portions of this Agreement.

ARTICLE 13. GENERAL PROVISIONS:

Section 13.1 Changes-alterations. No change, alteration, modification, or addition to this agreement shall be effective unless in writing and properly executed by the parties hereto.

Section 13.2 Governing Law. This Agreement shall in all respects be subject to, and governed by, the laws of the State of Idaho.

Section 13.3 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Section 13.4 Notices. All notices required to be given to each of the parties hereto under the terms of this Agreements shall be given by depositing a copy of such notice in the United States mail, postage prepaid, to the respective parties hereto at the following address:

Developer:
DRK, LLC
Michael Conklin, Manager
11347 W. Dallan Court
Boise, Idaho 83713

Canyon Highway District No. 4
15435 Hwy. 44
Caldwell, Idaho, 83607

Or to such other address as may be designated by writing delivered to the other party. All notices given shall be deemed completed as of the date of mailing except as otherwise expressly provided herein.

Section 13.5 Captions. The subject headings of the paragraphs and subparagraphs of this agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

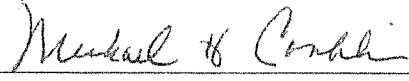
Section 13.6 Counterparts. This agreement shall be executed by the parties in two (2) counterparts, and each such counterpart shall be deemed an "original".

End of Sections.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

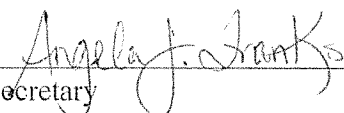
DEVELOPER

DRK, LLC


By: Michael H. Conklin, Manager

CANYON HIGHWAY DISTRICT NO. 4

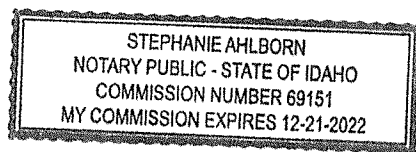

By: Riek Youngblood, Chairman


ATTEST: 
Secretary

STATE OF IDAHO)
: ss.
County of Canyon)

On this 4 day of March, 2020, before me, the undersigned, a notary public in and for said County and State, personally appeared Jay Gibbons, of the Canyon Highway District No. 4, known to me or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, and was authorized to do so for an on behalf of said Highway District.

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



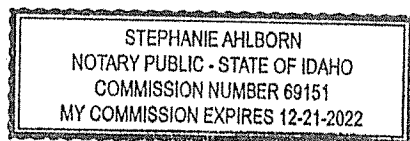
Stephanie Ahlborn
Notary Public for Idaho
Residing at: Notus, ID
Commission Expires: _____

STATE OF IDAHO)
: ss.
County of Canyon)

On this 27 day of February, in the year 2020, before me the undersigned, a notary public in and for said County and State, personally appeared Michael H. Conklin, known or identified to me, to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

(SEAL)



Stephanie Ahlborn
Notary Public for Idaho

EXHIBIT A - GENERAL PERMIT (UTILITIES)

APPLICATION AND PERMIT TO USE RIGHT-OF-WAY

UTILITIES

PUBLIC ROAD SURFACE TYPE: DIRT ☐

GRAVEL ☐

PAVEMENT ☐

START DATE: _____

EST. COMPLETION DATE: _____

ROAD NAME: _____

LOCATION: _____

NOTICE:

This permit shall not be valid for excavation until, or unless, the provisions of Idaho Code Title 55, Chapter 22 have been complied with.

PRIOR TO EXCAVATION, CALL DIGLINE
1 (800) 342-1585

UTILITY	DISTANCE FROM: _____	RIGHT-OF-WAY LINE
	CENTER LINE	UTILITY TYPE _____
OVERHEAD <input type="checkbox"/>	ANGLE OF CROSSING _____	PRESSURE _____
UNDERGROUND <input type="checkbox"/>	SIZE OF PIPE _____	DEPTH _____
	VERTICAL CLEARANCE _____	

A PLAN OF PROPOSED WORK AND APPLICABLE TRAFFIC CONTROL PLANS MUST BE ATTACHED. SPECIAL PROVISIONS:

WORK PER PLANS FOR LINTFIELD ESTATES - RILEY COURT

See reverse side for General Provisions.

I CERTIFY THAT I AM THE AUTHORIZED UTILITY COMPANY REPRESENTATIVE AND REQUEST PERMISSION TO CONSTRUCT THE ABOVE FACILITIES WITHIN THE HIGHWAY RIGHT-OF-WAY IN ACCORDANCE WITH THE GENERAL PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS FORM, THE SPECIAL PROVISIONS AND THE PLANS MADE A PART OF THIS PERMIT.

DRK, LLC
COMPANY NAME
11347 W Dallen Ct
ADDRESS
Boise ID 83713
CITY STATE ZIP

Feb 27, 2020
DATE
Michael N Conkle
SIGNATURE OF AUTHORIZED REPRESENTATIVE

SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS SHOWN ON THIS FORM OR ATTACHMENTS, PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK AS DESCRIBED.

BY: _____

ENTITY: CANYON HIGHWAY DISTRICT NO. 4

TITLE: _____

DATE: _____

COPY OF PERMIT MUST BE PRESENT AT WORK SITE DURING CONSTRUCTION

This form may be reproduced for use in making multiple application.

EXHIBIT A - GENERAL PROVISIONS (UTILITIES)

1. A DEPOSIT IN AN AMOUNT TO BE DETERMINED BY THE HIGHWAY DISTRICT (MINIMUM \$200.00) SHALL ACCOMPANY THIS APPLICATION. IF PROPER REPAIR IS MADE AND ACCEPTED WITHIN TEN (10) DAYS, THE DEPOSIT WILL BE REFUNDED. IF PROPER REPAIR IS NOT COMPLETED WITHIN TEN (10) DAYS, THE HIGHWAY DISTRICT WILL MAKE THE REPAIR AND INVOICE APPLICANT AND/OR RESPONSIBLE PARTY.
2. ALL UTILITIES MUST BE INSTALLED UNDER CULVERTS.
3. DURING THE PROGRESS OF THE WORK, SUCH BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE ERECTED AND MAINTAINED AS MAY BE NECESSARY OR AS MAY BE DIRECTED FOR THE PROTECTION OF THE TRAVELING PUBLIC. SAID BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT ISSUE OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. PARKED EQUIPMENT AND STORED MATERIALS SHALL BE AS FAR FROM THE TRAVELWAY AS FEASIBLE. ITEMS LEFT OVERNIGHT WITHIN 30 FT. OF TRAVELWAY SHALL BE MARKED AND/OR PROTECTED.
4. IN ACCEPTING THIS PERMIT, THE PERMITTEE, ITS SUCCESSORS AND ASSIGNS, AGREES TO HOLD THE HIGHWAY DISTRICT HARMLESS FROM ANY AND ALL LIABILITY ON ACCOUNT OF THE ERECTION, INSTALLATION, CONSTRUCTION, MAINTENANCE OR OPERATION OF THE FACILITIES LOCATED UNDER THIS PERMIT.
5. ANY DISTURBANCE OF THE TRAVELED SURFACE OF THE ROAD AND/OR TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THE SATISFACTION OF THE HIGHWAY DISTRICT. PERMITTEE SHALL BE RESPONSIBLE FOR PROPER PAVEMENT CUT, EXCAVATION, BACKFILL, COMPACTION AND ASPHALT REPAIR. ASPHALT REPAIR SHALL BE IN ACCORDANCE WITH STANDARD DRAWING NO. ACCHD-110.
6. IF THE WORK DONE UNDER THIS PERMIT INTERFERES IN ANY WAY WITH THE DRAINAGE OF THE HIGHWAY, THE PERMITTEE SHALL WHOLLY AND AT HIS OWN EXPENSE MAKE SUCH PROVISION AS THE HIGHWAY DISTRICT MAY DIRECT TO TAKE CARE OF SAID DRAINAGE.
7. ON COMPLETION OF SAID WORK HEREIN CONTEMPLATED, ALL RUBBISH AND DEBRIS SHALL BE IMMEDIATELY REMOVED AND THE ROADWAY AND ROADSIDE SHALL BE LEFT NEAT AND PRESENTABLE TO THE SATISFACTION OF THE HIGHWAY DISTRICT.
8. ALL OF THE WORK HEREIN CONTEMPLATED SHALL BE DONE TO CONFORM WITH CURRENT GOVERNMENT AND INDUSTRY STANDARDS UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE HIGHWAY DISTRICT AND THE ENTIRE EXPENSE OF SAID SUPERVISION SHALL BE BORNE BY THE PERMITTEE.
9. THE HIGHWAY DISTRICT HEREBY RESERVES THE RIGHT TO ORDER THE CHANGE OF LOCATION OR THE REMOVAL OF ANY STRUCTURE(S) OR FACILITY(IES) AUTHORIZED BY THIS PERMIT. SAID CHANGE OR REMOVAL TO BE MADE AT THE SOLE EXPENSE OF THE PERMITTEE, OR ITS SUCCESSORS AND ASSIGNS.
10. ALL SUCH CHANGES, RECONSTRUCTION OR RELOCATION BY THE PERMITTEE SHALL BE DONE IN SUCH A MANNER AS WILL CAUSE THE LEAST INTERFERENCE WITH ANY OF THE HIGHWAY DISTRICT WORK.
11. THIS PERMIT SHALL NOT BE DEEMED OR HELD TO BE AN EXCLUSIVE ONE AND SHALL NOT PROHIBIT THE HIGHWAY DISTRICT FROM GRANTING OTHER PERMITS OR FRANCHISE RIGHTS OF LIKE OR OTHER NATURE TO OTHER PUBLIC OR PRIVATE UTILITIES, SO LONG AS SUCH GRANT [AS IS RELATES TO PRIVATE UTILITIES] DOES NOT INTEREFERE WITH DEVELOPER'S LICENSED USE HEREUNDER, NOR SHALL IT PREVENT THE HIGHWAY DISTRICT FROM USING ANY OF ITS ROADS, STREETS, OR PUBLIC PLACES, OR AFFECT ITS RIGHT TO FULL SUPERVISION AND CONTROL OVER ALL OR ANY PART OF THEM, NONE OF WHICH IS HEREBY SURRENDERED.
12. THE HIGHWAY DISTRICT MAY REVOKE, AMEND, AMPLIFY, OR TERMINATE THIS PERMIT OR ANY OF THE CONDITIONS HEREIN ENUMERATED IF PERMITTEE FAILS TO COMPLY WITH ANY OR ALL OF ITS PROVISIONS, REQUIREMENTS OR REGULATIONS AS HEREIN SET FORTH (AFTER THE CURE PERIOD DESCRIBED IN SECTION 11.1 OF THE AGREEMENT) OR THROUGH WILLFUL OR UNREASONABLE NEGLECT, FAILS TO HEED OR COMPLY WITH NOTICES GIVEN, OR IF THE UTILITY HEREIN GRANTED IS NOT INSTALLED OR OPERATED AND MAINTAINED IN CONFORMITY.
13. THE PERMITTEE SHALL MAINTAIN AT HIS SOLE EXPENSE THE STRUCTURE OR SUBJECT FOR WHICH THIS PERMIT IS GRANTED.
14. ADEQUATE DRAWINGS OR SKETCHES SHALL BE INCLUDED SHOWING THE EXISTING AND/OR PROPOSED LOCATION OF THE FACILITY WITH RESPECT TO THE EXISTING AND/OR PLANNED LOCATION OF THE HIGHWAY IMPROVEMENT, THE TRAVELED WAY, THE RIGHTS-OF-WAY LINES, AND WHERE APPLICABLE, THE CONTROL OF ACCESS LINES AND APPROVED ACCESS POINTS.
15. IF TRENCH OR PAVEMENT SETTLEMENT SHOULD OCCUR WITHIN TWO YEARS FROM THE DATE OF INSTALLATION, REPAIRS SHALL BE MADE BY THE PERMITTEE AS DIRECTED BY THE HIGHWAY DISTRICT AT NO COST TO THE DISTRICT. IF THE PERMITTEE FAILS TO MAKE THE NECESSARY REPAIRS THE HIGHWAY DISTRICT WILL MAKE THE REPAIRS AND INVOICE APPLICANT AND/OR RESPONSIBLE PARTY. NO NEW PERMITS SHALL BE ISSUED TO THE PERMITTEE UNTIL SUCH CLAIM HAS BEEN SETTLED.
16. NO WORK SHALL BE STARTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE HIGHWAY DISTRICT HAS GIVEN NOTICE TO THE PERMITTEE TO PROCEED. PERMITTEE SHALL NOTIFY THE HIGHWAY DISTRICT TO SCHEDULE A TIME FOR ROAD CLOSURE AND OPENING. IF THE WORK WILL PREVENT EMERGENCY TRAFFIC FROM TRAVELING THROUGH, THE CANYON COUNTY SHERIFF'S OFFICE MUST BE NOTIFIED.
17. A BOND IN THE AMOUNT OF \$ 0 IS REQUIRED FOR THE PROTECTION OF THE HIGHWAY DISTRICT AS SET FORTH IN THE TERMS OF THE BOND.
18. ANY REPLACEMENT OF, ADDITION TO, OR CHANGE IN THE FACILITY GRANTED BY THIS PERMIT SHALL REQUIRE A NEW PERMIT PRIOR TO INITIATION OF SUCH WORK.

2019-001889

RECORDED

01/16/2019 11:05 AM



00415872201900018890160153

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=15 DLSTEPHENS

\$52.00

AGR

SAWTOOTH LAW PLLC

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this 12th day of January, 2019, by and between MIDDLETON MILL DITCH COMPANY, MIDDLETON IRRIGATION ASSOCIATION, INC. and LEMP LATERAL, INC., duly organized and existing Idaho corporations and ditch companies under and by virtue of the laws of the State of Idaho, hereinafter collectively referred to as the "Ditch Company", and

DRK, LLC, an Idaho limited liability company,
Whose address is: 11347 W. Dallan Ct., Boise, Idaho 83713,

hereinafter referred to as the "Licensee",

WITNESSETH:

WHEREAS, the Ditch Company owns the irrigation ditch or canal known as the LEMP LATERAL (hereinafter referred to as "ditch or canal"), an integral part of the irrigation works and system of the Ditch Company, together with the easement therefor to convey irrigation water, to operate, clean, maintain, and repair the ditch or canal, and to access the ditch or canal for those purposes; and,

WHEREAS, the Ditch Company operates, cleans, maintains, repairs and protects the ditch or canal for the benefit of Ditch Company shareholders; and,

WHEREAS, the Licensee is the owner of of real property that is servient to the Ditch Company's ditch or canal and easement, and is particularly described in the "Legal Description" and/or deed attached hereto as **Exhibit A** and by this reference made a part hereof; and,

WHEREAS, the ditch or canal crosses and intersects the real property described in Exhibit A as shown on **Exhibit B**, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to cross, encroach upon or modify said ditch or canal and/or the Ditch Company's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

A. Acknowledgment of the Ditch Company's Easement.

1. Licensee acknowledges that the Ditch Company's easement for the ditch or canal includes a sufficient area of land to convey irrigation and water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 25 feet on each side of the ditch or canal measured from the top of bank unless otherwise stated herein.

LICENSE AGREEMENT - 1

B. Scope of License

1. The Licensee shall have the right to modify the ditch or canal or encroach upon the Ditch Company's easement along the ditch or canal in the manner described in the "Purpose of License" attached hereto as **Exhibit C** and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement shall be performed and maintained in accordance with the "Special Conditions" stated in **Exhibit D**, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or canal and/or the Ditch Company's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the Ditch Company's easement, nor perform any construction or activity within the Ditch Company's easement for the ditch or canal except as referred to in this License Agreement without the prior written consent of the Ditch Company.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the Ditch Company as owner of an easement. The Ditch Company has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the Ditch Company's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the Ditch Company from any claim by any party arising out of or related to such failure of rights and at the option of the Ditch Company this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the Ditch Company and the Ditch Company's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the Ditch Company. Such approval by the Ditch Company shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the vicinity of the Ditch Company's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

3. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the Ditch Company's easement so as not to constitute or cause:

LICENSE AGREEMENT - 2

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation water in the ditch or canal or the Ditch Company's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the Ditch Company's use of its easement to access, operate, clean, maintain, and repair the ditch or canal; and
- f. any other damage to the Ditch Company's easement and irrigation works.

4. The Licensee agrees to indemnify, hold harmless, and defend the Ditch Company from all claims for damages arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the Ditch Company, remove any facility or repair any alteration of the Ditch Company's easement which interferes with the Ditch Company's operation and maintenance of the ditch or canal, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works. The Ditch Company shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the Ditch Company shall attempt to give such notice as is reasonable under the circumstances. The Ditch Company reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the Ditch Company. The Licensee agrees to pay to the Ditch Company, on demand, the costs which shall be reasonably expended by the Ditch Company for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the Ditch Company.

D. Ditch Company's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or canal is a manmade channel that was constructed and is used and maintained by the Ditch Company for the exclusive purpose of delivering irrigation water to lands within the Ditch Company's boundaries. As such, Licensee further acknowledges and agrees that the ditch or canal does not constitute a natural or navigable watercourse or stream.

2. The parties hereto understand and agree that the Ditch Company has no right in any respect to impair the uses and purposes of the irrigation works and system of the Ditch Company by this License Agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

3. Nothing herein contained shall be construed to impair the ditch or canal or the Ditch

Company's easement, and all construction and use of the Ditch Company's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the Ditch Company to the use of the ditch or canal for the transmission of irrigation water.

4. The Licensee agrees that the Ditch Company shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of the ditch or canal. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the Ditch Company for maintenance or repair under this or any other paragraph of this License Agreement.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement, the license of the Licensee under the terms hereof may be terminated by the Ditch Company, and any facility, structure, plant, or any other improvement in or over the canal or ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or canal by the Ditch Company with its equipment for the maintenance of the ditch or canal shall be promptly removed by the Licensee upon demand of the Ditch Company.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the Ditch Company to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the Ditch Company's ownership, operation, and maintenance of its ditches, canals, works and facilities which did not apply to the Ditch Company's operations and activities prior to and without execution of this License Agreement.

2. In the event the Ditch Company is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the Ditch Company, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

1. In addition to all other indemnification provisions herein, Licensee further agrees to indemnify, hold harmless and defend the Ditch Company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Ditch Company by reason of the negligent acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for

the Ditch Company or by the engineers for the Ditch Company in connection with the negotiation and preparation of this License Agreement.

2. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against the Ditch Company.

2. Assignment. Neither this License Agreement nor any agreement entered pursuant to this License Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

3. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

4. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

5. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, the real property described in **Exhibit A**, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Middleton Irrigation Assoc. Inc.,
Middleton Mill Ditch Company, and
Lemp Lateral, Inc.

See page 1 for Licensee


c/o Gloria Stokes, Secretary
P.O. Box 848
Middleton, ID 83644

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.


7. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Ditch Company has hereunto caused its name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has caused its name to be subscribed, all as of the day and year herein first above written.


MIDDLETON MILL DITCH COMPANY

By 
Its Chairman

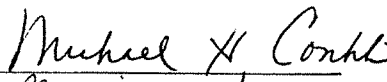
MIDDLETON IRRIGATION ASSOCIATION, INC.

By 
Its Chairman

LEMP LATERAL, INC.

By 
Its Chairman

DRK, LLC, an Idaho limited liability company,


By: Managing member

STATE OF IDAHO)
) ss.
County of Canyon)

On this 8th day of JANUARY, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL H. CONRAD known to me to be the Managing Member of DRK, LLC, the entity that executed the foregoing instrument and acknowledged to me that said entity 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.

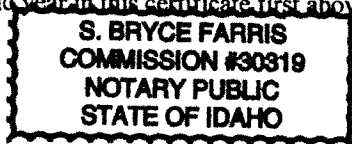


Alan D. Mills
Notary Public for IDAHO
Residing at MIDDLETON
My Commission Expires:
September 9, 2023

STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of January, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared George Quenon known to me to be the Chairman of MIDDLETON MILL DITCH COMPANY, the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company 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.



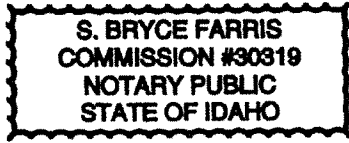
S. Bryce Farris
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 7/29/22


STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of January, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Olson known to me to be the Chairman of MIDDLETON IRRIGATION ASSOCIATION, INC., the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company executed the same.

LICENSE AGREEMENT - 7

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

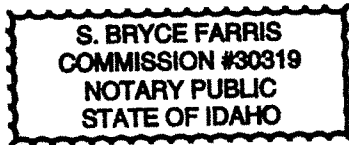




Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 7/29/22

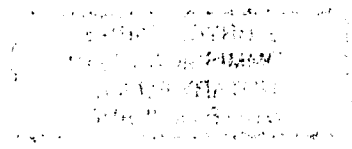
STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of January, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared George Quenzel known to me to be the Chairman of LEMP LATERAL, INC., the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company 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.




Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 7/29/22





5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 631535 CH/HH

2017-052134	
RECORDED	
11/30/2017 10:36 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=2 MBROWN	\$15.00
TYPE: DEED	
PIONEER TITLE CANYON - CALDWELL	
ELECTRONICALLY RECORDED	

WARRANTY DEED

For Value Received Evans Creek Property LLC, an Arizona limited liability company
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

DRK, LLC, an Idaho limited company

hereinafter referred to as Grantee, whose current address is 11347 W Dallon Ct. Boise, ID 83713

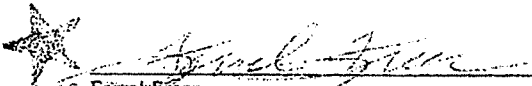
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: November 24, 2017

Evans Creek Property, LLC


Ferrel Freer
State of Arizona, County of Cochise

On this 27th day of November in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Ferrel Freer, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Residing at: Casa Grande, Arizona
Commission Expires: Aug 30, 2019

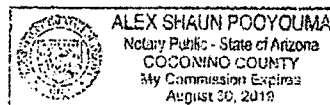


EXHIBIT A

The West half of the Northeast quarter of the Northeast quarter of Section 10, Township 4 North, Range 2 West of the Boise Meridian.

EXCEPTING THEREFROM:

A tract of land situated within a portion of the Northeast quarter of Section 10, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and described as follows:

COMMENCING at a found brass cap monument marking the East quarter corner of said Section 10; thence Westerly along the Mid. Section line of said Section 10
North 89°54'46" West a distance of 2644.54 feet to a found brass cap monument marking the Center quarter corner of said Section 10; thence Easterly along said Mid-Section line
South 89°54'46" East a distance of 1322.27 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 10; thence Northerly along the Westerly line of said Southeast quarter of the Northeast quarter of said Section 10
North 00°59'27" East a distance of 1320.60 feet to the Northwest corner of said Southeast quarter of the Northeast quarter of said Section 10 and the POINT OF BEGINNING; thence Northerly along the Westerly line of the Northeast quarter of the Northeast quarter of said Section 10
North 00°59'27" East a distance of 61.01 feet to a point; thence leaving said Westerly line
North 89°59'52" East a distance of 660.52 feet to a point; thence
South 00°56'08" West a distance of 61.01 feet to a point on the Northerly line of said Southeast quarter of the Northeast quarter of said Section 10; thence Westerly along said Northerly line of the Southeast quarter of the Northeast quarter
South 89°59'52" West a distance of 61.01 feet to a point on the Northerly line of said Southeast quarter of the Northeast quarter of said Section 10, said point here and for convenience called Point A; thence continuing along said Northerly line
South 89°59'52" West a distance of 599.57 feet to the point of beginning.

EXHIBIT B
Location of Ditch/Property

See Exhibit D-1.

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to:

1. construct and install headgate/diversion structure in the Lemp Lateral for delivery of irrigation water to Linfield Estates via an 8" delivery pipe which will provide irrigation water to the 13 lots within Linfield Estates; and
2. discharge overflow irrigation water from Licensee's diversion back into the Lemp Lateral,

all within Licensee's real property described in Exhibit A, Linfield Estates Subdivision, located northwest of the intersection of Kingsbury Road and Highway 44 in Canyon County, Idaho. No other construction or activity is permitted within or affecting the ditch or canal or the Ditch Company's easement.

EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be performed in accordance with certain plans attached hereto as Exhibit D-1 and by this reference incorporated herein.

b. Licensee shall notify the Ditch Company by contacting Allen Funkhouser at 571-3804 prior to and immediately after construction so that the Ditch Company or the Ditch Company's engineer's may inspect and approve the construction.

c. Licensee intends to divert water from the ditch or canal and provide irrigation water to Licensee's property, consisting of 13 lots, via an 8" pipeline which will loop around Licensee's property and discharge any overflow water back into the Lemp Lateral at the northwest corner of Licensee's property. In addition, Licensee intends to supplement the irrigation water by constructing shallow wells on Licensee's property. Licensee assumes any and all risk associated with the diversion and use of water from the Lemp Lateral or the shallow wells and the Ditch Company does not warrant the diversion or wells are capable of irrigating Licensee's property and the Ditch Company shall have no obligation to operate or maintain the diversion, 8" pipeline or any shallow wells Licensee constructs. Licensee recognizes and agrees that the diversion of water from the Ditch Company's ditch or canal remains contingent upon Licensee owning shares of the Ditch Company and paying for any assessments. Should Licensee no longer own shares of the Ditch Company or fail to pay its assessments then the right to divert water from the Ditch Company's ditch or canal shall cease. Further, Licensee shall have no right to divert more water from the ditch or canal than is allowed by Licensee's shares in the Ditch Company. Licensee shall, at Licensee's cost, install a flow meter

or other device approved by the Ditch Company to regulate the amount of water Licensee diverts from the Lemp Lateral. The flow meter shall be a macro-meter or magnetic flow meter.

d. Licensee agrees to transfer all shares of water of the Ditch Company appurtenant to Licensee's real property described herein to a homeowners' association consisting of lot owners within the subdivision and Licensee shall transfer and convey the shares to the homeowners' association the shares by one stock certificate. The Ditch Company shall send water assessments and other notices to the homeowners' association and the homeowners' association shall at all times keep the Ditch Company notified of its current officers and mailing addresses and/or other information necessary to enable the Ditch Company to mail assessments and notices. The homeowners' association as the owner of the shares shall be responsible for collecting assessments from the lot owners for payment of the Ditch Company's assessments. In the event the Ditch Company's assessments are not paid by the homeowners' association, each individual lot shall be responsible for the lot's pro-rata share of the assessments based upon the total number of shares held by the homeowners' association and divided by the total number of buildable lots (excluding lots designated as common areas). In the event the assessments are not paid by the homeowners' association and any individual lot is delinquent in payment of that lot's pro-rata share then the Ditch Company shall have the right to lien each said lot and shall have the right to bring legal action against said lot owner to foreclose on said lien and collect the pro-rata assessment.

e. Licensee has filed applications for permits with the Idaho Department of Water Resources to construct and install shallow wells to supplement the primary source of irrigation water which is provided by the Ditch Company. An express condition of this License Agreement, and the withdrawal of the Ditch Company's protest to said applications, is the condition that Licensee must utilize the Ditch Company's water and that the shallow wells are supplemental to the Ditch Company's water to be used in times when the Ditch Company's water is not available or is not sufficient. In addition to the other indemnification provisions provided herein, Licensee acknowledges and agrees to indemnify, defend and hold harmless the Ditch Company for any claims, including claims by the Idaho Department of Water Resources or the applicable District Health Department, relating to Licensee's construction and use of the shallow wells, and any commingling of the Ditch Company's water with the shallow well water.

f. Licensees shall further be responsible and shall ensure that any drains or pipes which discharge water into the Lemp Lateral do not cause any erosion or subsidence of soil within the ditch or canal. The Licensees agree that the Ditch Company shall not be liable for any damages which shall occur to the drain pipes or any other improvement of any kind or nature whatsoever which the Licensees shall install on the said easement area of the Ditch Company in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of said ditch or canal.

g. Licensee represents that Licensee has complied with all federal, state or other laws, rules, regulations, directives or other requirements in any form regarding environmental matters, and specifically those relating to pollution control and water quality, as may be applicable under the subject matter, terms

or performance of this agreement broadly construed. Licensee recognizes its continuing duty to comply with all such requirements that now exist or that may be implemented or imposed in the future. By executing this agreement the Ditch Company assumes no responsibility or liability for any impact upon or degradation of water quality or the environment resulting from the discharge or other activity by Licensee which is the subject of this agreement.

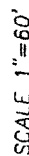
h. Licensee hereby indemnifies, holds harmless and shall defend the Ditch Company from any and all penalties, sanctions, directives, claims or any action taken or requirement imposed by any party or entity, public or private, with respect to environmental matters relating to the subject matter, terms or performance of this agreement unless the Ditch Company shall be solely responsible for the condition or activity which gives rise to any such penalty, sanction, directive, claim, action or requirement.

i. In the event the Ditch Company is required by any governmental authority to acquire or comply with any permit or other operational requirements associated with Licensee's activity which is the subject of this agreement, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with such permit and other requirements, including but not limited to all costs associated with all permit acquisition, construction, monitoring, treatment, administrative, filing and other requirements.

j. The parties to this agreement recognize this license agreement is an accommodation to Licensee. The Ditch Company by this agreement does not assume, create, or exercise legal or other authority, either express or implied, to regulate, control, or prohibit the discharge or contribution of pollutants or contaminants to the Ditch Company's facilities or to any groundwater, waters of the State of Idaho or the United States, or any other destination. Such authority, to the extent that it exists, is possessed and exercised by governmental environmental agencies.

k. Installation of the headgate and delivery pipe from the Lemp Lateral shall be constructed during the non-irrigation season and shall be completed prior to March 15, 2019. All other construction authorized by this Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.

IRRIGATION PLAN NOTES:

[illegible][illegible]

Skinner
Lead Survey
OWNER
DPR, LLC
MICHAEL H CONKLIN
11347 W DALLAN CT
BOISE, ID 83713
Date of Survey
1702
Contract #
Call 1-800-451-1111

DRK LLC

Field Estates Subdivision
Canyon County, Idaho

1. All work shall be completed in accordance with the above Standards for Public Works Construction. (latest edition).
2. All Contractors, Sub-Contractors and Utility Contractors shall attend a pre-construction conference a minimum of two (2) days prior to commencing any construction on the project. The Contractor shall arrange and conduct the pre-construction conference.
3. Only Incr sets stamped "Approved for Construction" and signed by the Engineer shall be used for Project construction. Use of plans not stamped "Approved for Construction" shall be grounds for the issuance of a stop work order.
4. Contractor shall furnish proof that all materials meet the requirements of the request of the Owner or Engineer.
5. The Contractor shall be responsible for providing and paying for all costs associated with all required testing. All tests shall be performed by a certified testing laboratory and certified test results shall be submitted to the Engineer. All tests and tests performed without certified test results shall not be accepted.
6. Each irrigation service shall be vowed to allow low regulation and rotation. Gravity irrigation is the primary source and shall be used when irrigating.
7. Shadow irrigation test wells shall be of a sufficient diameter to allow a pump intake or submersible pump. Let Owners shall determine pump technology to apply.
8. Irrigation water shall be delivered to shallow irrigation wells via SURF32 Highway (Concrete PVC) Pipe. Irrigation delivery is limited to 12 inches. All irrigation water shall be pumped from a surface water source. **SURFACE WATER SHALL BE PRIMARY SOURCE.**
9. All dimensions are to be taken from the plat of the Unified Estates Subdivision.
10. An appropriately licensed public works contractor shall perform all construction of any facilities crossing Canyon Highway District existing and/or future right-of-way. All road construction, including materials, inspection, and testing is to be in accordance with the Association of Canyon County Highway Districts' Standards and The Canyon Highway District No. 4 Standards & Procedures.
11. The Contractor is required to obtain Highway District permits a minimum of 72 hours prior to any construction within existing right-of-way (machine crossings).
12. The contractor shall determine the exact location of all existing utilities before commencing work. The contractor agrees to be fully responsible for any and all damages to any utilities not precisely located by "bubbles or other means".
13. The Contractor shall verify the existing conditions and any dimensions for accuracy prior to commencing work. Any discrepancy shall immediately be brought to the attention of the Engineer. The Engineer may be reached at 208.350.9422.
14. Contact DCM/NE of 1.800.342.1365 at least 48 hours prior to excavation. The Contractor is responsible for seeking and obtaining all necessary permits prior to construction.

Immigration Plan

Project number: **C-101**

Date: **14 Dec 2018**

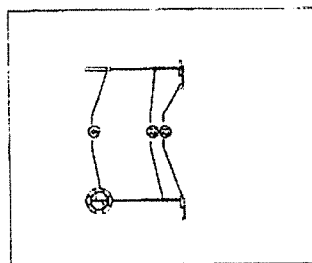
Drawn by: **T.M.W. B.O.**

Checked by: **T.M.W.B.O.**

1885C Limited

Dis 2018

NOT TO SCALE



USE 1/2" OR 3/4" OR APPROVED EQUIVALENT STAND PIPE FOR JUNCTION OF RAMENTS

FLANGE X FLANGE BUTTERFLY VALVE

Exhibit D-1, Page 2

- IRRIGATION WET WELL DETAIL

Mitigation Plan

Details

Date	14 Dec 2015
Drawn by	JAN SO
Checked by	TAM SO

C-101

WYNN Deep Drivels

EXHIBIT C
STORM DRAINAGE & IRRIGATION SYSTEM O&M MANUAL

See attached.



Orton Engineering
17338 Sunnydale Place
Caldwell, ID 83607
Ph 208 350 9422
brentorton@gmail.com

Operation & Maintenance Manual

1802SK|~| Linfield Estates Subdivision – Canyon County,
Idaho

Storm Drainage & Irrigation System Operation and Maintenance Manual

For

Linfield Estates Subdivision

A Thirteen Lot Subdivision in Canyon County, Idaho

A Development by:

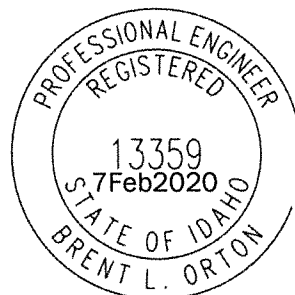
DRK, LLC
Mike Conklin

Surveyor:
TJ Wellard

Skinner
Land Survey
Professional Land Surveyors, P.C.
1000 S. 2nd Street, Suite 100
Caldwell, Idaho 83607
(208) 471-0833
WWW.SKINNERLANDSURVEY.COM

Manual by Orton Engineering

7 February 2020





Orton Engineering
17338 Sunnydale Place
Caldwell, ID 83607
Ph 208 350 9422
brentorton@gmail.com

Operation & Maintenance Manual

1802SK | ~ | Linfield Estates Subdivision – Canyon County, Idaho

Table of Contents

Figures	ii
Introduction	1
A Foreword to the Builder/Homeowner Team.....	1
Well Construction in a Rapidly Growing Area	1
Stormwater Facilities	2
Ownership, Operation, and Maintenance Responsibility.....	2
The System	3
Stormwater Detention Pond	3
Stormwater Infiltration and Conveyance Ditch	3
Set up and Long-Term Maintenance	4
Initial Set-Up.	4
Heavy Pond and Infiltration Ditch Maintenance	4
Day to Day Precautions and Maintenance	4
Irrigation Infrastructure	5
System Operation and Recommended Setup.....	5
Irrigating with the System	6
Irrigation System Maintenance	6
Appendix.....	7
Construction Photos:.....	7

Figures

See Appendix



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brentorton@gmail.com

Operation & Maintenance Manual

1802SK|~| Linfield Estates Subdivision – Canyon County,
Idaho

Introduction

Linfield Estates is a 13 Lot Subdivision project located at the west edge of Middleton. It is owned by

DRK, LLC
Mike Conklin
mconklin.re@gmail.com
11347 W. Dallen Court
Boise, Idaho 83713
208-941-8458

Linfield Estates is just out of practical reach of Middleton City Utilities in rural Canyon County bounded to the South by Stoffle Lane and lying an eighth of a mile west of Kingsbury Road. The terrain in the immediate area generally consists of very mild elevation variations.

Design of the systems described herein were informed in part by a temporary test well installed to allow observation of groundwater conditions outside of and during the 2018 irrigation and shoulder seasons. The primary purpose of the observation well was to guide general design of the well and septic report known as the Subdivision Engineering Report which is used by Southwest District Health and the owners in siting and fine designing and constructing culinary wells and septic systems.

Further knowledge about the groundwater and geologic conditions on the site relevant to the stormwater and irrigation designs was obtained using data from test holes excavated on each site (also detailed in the Subdivision Engineering Report). These Test holes, documented in logs by SWDH personnel, gave a general sense for the geology of the site with a ~10-foot deep test hole on each lot.

Linfield resides on well drained soils over river gravels. Groundwater is high in the irrigation season as may be expected with river gravels in proximity to surface irrigation facilities. National Resource Conservation Soil Survey Groups and soil survey data were also helpful (and are required for the Subdivision Engineering Report, available from Southwest District Health, or Orton Engineering on request).

A Foreword to the Builder/Homeowner Team

Well Construction in a Rapidly Growing Area

There are a number of well drilling techniques one may chose from in providing individual domestic water supply to an acreage lot in Idaho. While the default approach in facing the many expenses of building a home is any well drilling technique at the lowest bid, a discerning homeowner will consider beyond this approach for the longevity of their own system, resilience against contamination, and stewardship of the precious water resource beneath their lot.

The Treasure Valley is home to a number of large nitrate priority areas or areas believed by the Idaho Department of Environmental Quality to contain elevated nitrate and nitrite having found its way into aquifers via wells. While nitrate and nitrite are benign to adults they are the culprit in the occupation of red blood cell



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receptor sites associated with “Blue Baby Syndrome” in infants. Perhaps more significantly, they are an evident indication that contaminants are making their way down well bore-holes into water bearing layers where these wells are drawing water.

This phenomenon can be limited if not eliminated by means of a “full depth seal,” or a seal between the borehole (the actual hole the well drill bit or drive shoe makes) and the well casing (what we would actually look down looking into a completed) The casing also hosts the well screens in the “completion interval” (the strata or group of strata capable of passing groundwater to the screens because they are sufficiently permeable). This gap between the borehole and the casing is known as the annular space.

The rules governing wells in Idaho are limited in how much of a seal is required. Many well drilling techniques also make a “full-depth seal” or a seal of the annular space from the surface all the way to the filter packing sands around the well screens impossible.

Primary sources of nitrate and nitrite are animal and human waste. While organisms in a normal soil profile make for excellent treatment of the pathogens normal to such waste, protecting against infiltration can keep other undesirable constituents out of drinking water providing preserved quality to both the homeowner and those downgradient of the well within the aquifer.

Another prolific malady for drinking water wells in Idaho is Iron-loving bacteria – bacteria that thrive on steel or iron (as may be found in steel well casings required for several drilling techniques). To the knowledge of the author, once a well is infected with Iron-bacteria it cannot be entirely eliminated. Wells contaminated with iron bacteria produce orange staining and poor taste.

To achieve protection from these common problems, Orton Engineering suggests the use of a mud-rotary well drilling technique, the placement of a plastic well casing, and a full-depth annular seal. This seal should be tremie piped in near the top of the filter pack sands around the well screens until it emerges at the surface. Mud rotary drilling uses jets on the drilling head to carry drill cuttings out. They fill the borehole with drilling mud (a bentonite clay slurry) during drilling that provides opposing pressure against cave-in and thus facilitates greater control in the placement of the screen and casing. It also promotes improved placement of the filter pack (which can prevent sand production during the life of the well), and the capability to place a full depth seal.

Many drillers are capable of mud rotary drilling, especially at the individual domestic well scale. Consider asking your bidding drillers for a price to do mud rotary instead of Idaho’s conventional drilling.

Stormwater Facilities

Ownership, Operation, and Maintenance Responsibility

Based on the approvals for Linfield Estates, the Stormwater and Irrigation infrastructure are the property and maintenance responsibility of the homeowners. This is intended to be collectively accomplished through the Linfield Estates Homeowners’ Association.



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Operation & Maintenance Manual

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Idaho

The System

The Stormwater Facilities for Linfield Estates feature a Stormwater Detention Pond which resides in an easement on Lot 1 and an Infiltration Ditch that conveys water between Lots four and five of Block one and along the West boundary of the Subdivision to the Detention Pond.

Stormwater Detention Pond

The pond was built with 4:1 slopes (four feet of run to one foot of rise/fall) and a well-placed infiltration window which consists of filter sand (ASTM C-33) that extends to the free draining river gravels mentioned. This sand window allows a significant fraction of the rainwater collected (which would only be expected in an unusually large storm event) to drain into the ground and the balance of it to be “detained” for a time and gradually released. This release passes to the same place and at the same rate runoff has gone historically from Linfield in its farmland days. The pond, the sand, and the controlled discharge rate protect both the water quality and quantity in the downstream facilities so they see no more of a surge than they have historically.

Water enters the pond via two means:

1. From the Barrow Ditch for Stoffle and Riley Court through a rock-bottom trench at the Southeast corner of the pond. The rocks are intended to prevent erosion and slow water down as it enters the pond. The Rock “Trench” also has 4:1 slopes to facilitate mowing.
2. The Infiltration Ditch which enters as described below at the Northwest corner of the pond.

Water leaves the Detention Pond through an orifice designed to limit the discharge to the historic rate. The orifice is simply a 5.7 inch hole in a pipe cap. This hole in the discharge pipe cap is elevated above the bottom of the pond so that the kind of storm that might be seen in a month or two after mostly dry weather (known as the “First Flush” storm because it tends to flush accumulated sediment and contaminants from the road and other surfaces) will be contained in the pond and never discharge. Instead it infiltrates through the filter sand, cleaning it before it becomes part of the shallow groundwater system below. This protects the quality of water discharged from the pond and the downstream facilities that carry it.

Stormwater Infiltration and Conveyance Ditch

The infiltration ditch has a similar function with the same 4:1 sloping (generally taken as the slope that can be conventionally mowed and that a toddler could negotiate). It also uses a sand window to percolate stormwater into the river gravels while conveying water of a sufficient storm into the Detention Pond. The Infiltration Ditch is meant to serve a storage and detention function as well. To accomplish this, it is deep enough to contain water during a large storm event and is diked from the storm pond with a “Broad Crested Weir” or a soil embankment meant to allow water to pass to the pond only after a certain quantity of the water has been held and detained. This helps moderate the size of the detention pond and ensures optimal infiltration which improves with some water level above the sand.

An incidental point of interest: The irrigation mainline on the west side of Riley Court intersected the infiltration ditch in such a way that the pipe daylighted. This condition being unacceptable, a steel carrier pipe segment was placed to protect the pvc from accidental damage. Water is expected to freely pass through the sands under and over the daylighted section of the pipe. The carrier will also protect against prolonged sun exposure which could impact the integrity of the pipe over time.



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Idaho

Set up and Long-Term Maintenance

Initial Set-Up.

Both the Detention Pond and Infiltration Ditch have essentially the same setup and maintenance requirements. It is very important that the slopes which have been designed for easy mowing and maintenance be seeded and grassed either with a domestic or pasture grass. The purpose of and need for the grass is to hold the soil together and prevent a change in the shape of the pond, erosion, gully, or washing of soils into the pond which could become unsightly and affect the ponds capacity to perform. This treatment is important at all the sloped surfaces and on the weir between the Infiltration Ditch and the Detention Pond. If it is not possible to grass some slopes for some reason, they should be stabilized in some other way.

Heavy Pond and Infiltration Ditch Maintenance

Many Detention facilities are designed with rock bottoms with sand beneath several feet of rock. These introduce a future heavy maintenance challenge because small sediments and debris the pond is meant to remove will find their way through the rock to the sand layer below and eventually blind or clog it. The Linfield Estates Ponds have only C-33 Filter Sand and will protect the infiltration capacity of the infiltration window with heavy maintenance being reduced to two possible approaches:

1. Scarifying the surface. This process simply consists of un-blinding or un-clogging the sand window by scraping or stirring up the surface of the sand. The advantage of this process is that it is easy and could literally be done with heavy rakes or shovels. This breaks up sediments or formations that slow the rate of infiltration through the sand window down. This process does incorporate accumulated sediments and debris deeper into the surface of the sand window and eventually another maintenance approach will be necessary, hence approach number two below.
2. Sand replacement. Eventually the top several inches of the sand window will need to be replaced to eliminate incorporated sediment and debris. This would likely be accomplished with an excavator. The removed sand may be useful for other purposes or it may be discarded. Because some sand has fine enough particles to diminish infiltration capacity themselves and even incorporate into the good sand below that which is removed, replacement of the sand should be with American Society for Testing And Materials (Now known as ASTM International) C-33 Filter Sand. This sand has known properties and is readily available at many of the local gravel yards. The sand should be topped back up to the bottom of the pond or infiltration ditch. It is critical that the ponds and ditch not be filled in to protect against property damage and even road damage that can occur if the supporting material under the asphalt is kept wet or saturated.

Day to Day Precautions and Maintenance

Stock and pasture animals are a wonderful benefit of acreage lots. Under dry conditions, the slopes should be able to bear up under cows, horses, goats, etc. However, during periods of prolonged moisture under snow, rain, or irrigation. The slopes will soften to the point that pasture animal traffic will introduce potentially significant damage to the established vegetation. Note that the sand windows are susceptible to obtaining an untidy appearance if tread upon by heavy animals. While this will tend to act as a heavy scarifying, Orton Engineering strongly recommends keeping animals out of the sand window area of the Detention pond and recommends keeping such animals out of the infiltration trench sands. Minimizing the wash in of sediment or



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Operation & Maintenance Manual

1802SK | ~ | Linfield Estates Subdivision – Canyon County,
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preventing the deposition of grass clippings, debris, etc. will keep the storm system functioning as intended for many years without significant maintenance.

Feel free to contact Orton Engineering with questions about maintaining your system. This offer is of course not an acceptance of maintenance responsibility or liability for the quality of maintenance the HOA and owners in Linfield chose to employ in operating their system.

Irrigation Infrastructure

Linfield Estates features a unique irrigation system consisting of surface and shallow groundwater sources. A diversion from the Canal (via a Waterman® Headgate valve) at the high end of the Linfield Estates subdivision provides water through an eight-inch SDR-35 PVC pipe to one of four manholes. From Manhole One, flow is sent both West and South via six-inch mains that provide service to each lot and terminate in Manholes four and three respectively. Manhole four contains both an overflow (to protect against flooding) and a slide gate valve for draining the system into the storm pond at the conclusion of irrigation season. At each lot, a shallow irrigation well is capable of receiving surface water through a valved (quarter-turn butterfly valve) service into the shallow irrigation well. Prevalent shallow groundwater was monitored over a year to inform the design and general placement of septic systems and drain fields. This monitoring showed responsiveness in the static groundwater elevation to irrigation season inflow. The system as configured will permit owners to enjoy the use of their surface water rights, supplemented and shouldered by their shallow groundwater wells. The wells are built in a manner to allow placement of a submersible pump with a pitless adapter so that no pumping infrastructure is visible above grade. There are also other practical ways to utilize the system.

System Operation and Recommended Setup

Each lot's shallow irrigation well can be configured in a number of ways. The most aesthetic approach would be to install a submersible pump in your well with a pitless adapter (this is a fitting that allows a pipe to be connected below ground - usually below frost depth) and the downtube pipe from a submersible pump to be slid into a cassette inside the casing to interface with the exterior pipe (so the pump can be inserted and withdrawn without digging up outside the casing). This requires power to be run to the well head. The cap or "turtle-top" has a space for an electrical conduit. Submersible pumps are readily available. Be sure to note the horsepower requirements proportionate to the area desired to be irrigated at one time.

Each well is able to receive surface water via the quarter-turn butterfly valve handle. When the headgate is first opened, the in-rush of water may be sediment laden. For best well longevity, let the pipe system fill before opening your surface water valve into your well. Sediment could potentially diminish your well's shallow groundwater yield over time (not a definite, but possible). Regardless of the risk to wells, sediment is hard on submersible pumps. In heavy sediment or with careless operation, submersible pump longevity will typically be around three years. With better care several more years of operation are possible.

When a lot's well is used, it is drawing from the water and sediment accumulation would not be expected in the well. However, if the well is off and others are using the surface system, turning off your butterfly valve to isolate the well may provide protection against accumulating sediment in the well. When left on, surface water may continue to travel down the well and charge the groundwater which could leave sediment in the well. If sediment does accumulate in the well, hard pumping (maximum rate the pump can handle) and even



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creating a shock wave by turning the water from the pump on and off suddenly can create turbulence in the well to help activate the sediment and pump it out. Neither the shock nor the sediment are easy on the pump, so best to avoid accumulation if possible.

Irrigating with the System

Conventional sprinkler systems could be used for pasture areas (though they can be costly and prone to damage when working the ground or by animals). Hand lines are costly and labor intensive. For Pasture irrigation, K-line irrigation pods or Irripods are a convenient method that does not require excessive water and is easy to move with a mower or four-wheeler (the author admits a preference for the K-line product based on manufacture/construction).

Irrigation System Maintenance

At the end of each irrigation season, the surface water mainlines should be drained and flushed. This can most easily be accomplished by opening the slide gate valve inside the Manhole Four (the one closest to the Detention Pond), closing well valves, and then diverting water from the canal through the headgate to wash the sediment out. This will create a sediment mess in the near end of the Detention Pond that should be removed after it dries. A length of geosynthetic textile or heavy landscape fabric under the irrigation drain pipe could simplify cleanup and prevent incorporation of fine sediments into the sand window. The sediment and fabric should be allowed to at least partially dry before removal or it may fall onto the sand and defeat the effort to keep the sand clean. It is important to close the slide gate valve inside the manhole when done to prevent accidental discharge into the pond at the first irrigation use in the spring. Note that Manhole four is also equipped with a stand pipe overflow to protect against overflowing wells etc. The wells however have been installed above the measured water surface in the canal.

All four manholes have a sump or an area to trap sediment below the pipes. For best results, these should be vacuumed out when significant sediment accumulation occurs (seasonally or every other season, for instance). Some canals and laterals become more sediment laden during wheat harvest if the facility has field returns. Avoiding diversion of surface water during these periods (generally in August) can minimize sediment accumulation in the system. Companies that provide "Hydro-jetting," "Hydro-cleaning," and closed circuit television (CCTV) inspection services tend to have the capability to vacuum out manholes. If significant sediment accumulation occurs in the system, having such a company "jet" the mainlines may also be necessary or helpful. Washed out sediment could be allowed into the pond or better vacuumed out at manholes. Care should be taken in Manhole four to protect the slide gate and overflow stand pipe.



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Appendix

Construction Photos:



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EXHIBIT D
LINFIELD ESTATES SUBDIVISION FINAL PLAT

See attached.

OWNERS' CERTIFICATE

We, DRK, LLC, being first duly sworn depose and say we are the owners of this property, being more particularly described in the legal description below, state that it is our intention to include said property in the subdivision plat, and that we do for ourselves, heirs, transferees, successors and assigns, do hereby dedicate, donate and convey to the public forever the public right of way shown on this plat. The easements shown on the plat are not dedicated to the public but intended only for the right and purpose set forth on the plat and no structures other than those for Utility and Drainage purposes are to be erected within limits of the easements.

This parcel is a portion of the W 1/2 NE 1/4 NE 1/4 of Section 10, Township 4 North, Range 2 West of the Boise Meridian, Canyon County Idaho and is more particularly described as follows:

COMMENCING at the Northeast corner of the NE 1/4 NE 1/4 (Northeast Section Corner, Section 10), a found aluminum cap monument;

thence South 89° 46' 18" West along the North boundary of the NE 1/4 NE 1/4 a distance of 659.97 feet to the Northeast corner of the W 1/2 NE 1/4 NE 1/4, the TRUE POINT OF BEGINNING;

thence South 00° 46' 47" West along the East boundary of the W 1/2 NE 1/4 NE 1/4 a distance of 1256.87 feet to a point on the North boundary of Stollie Lane;

thence North 89° 49' 02" West along said North right of way a distance of 660.68 feet to a point on the West boundary of the W 1/2 NE 1/4 NE 1/4;

thence North 00° 48' 50" East along said West boundary a distance of 1252.14 feet to the Northwest corner of the W 1/2 NE 1/4 NE 1/4;

thence North 89° 46' 18" East along the North boundary of the W 1/2 NE 1/4 NE 1/4 a distance of 660.00 feet to the TRUE POINT OF BEGINNING.

Michael H. Conklin
Michael H. Conklin, Manager, DRK, LLC

ACKNOWLEDGEMENT
STATE OF IDAHO)
COUNTY OF CANYON) S.S.

On this 9th day of January, in the year of 2020, before me, Thomas J. Wellard, a notary public, personally appeared Michael H. Conklin, known or identified to me to be the manager or a member of the limited liability company that executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Notary Public for IDAHO
Residing at Canyon Falls
Commission expires 01/12/2021



LINFIELD ESTATES SUBDIVISION

A PORTION OF THE W 1/2 NE 1/4 NE 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO 2019

SURVEYOR'S CERTIFICATE

I, Thomas J. Wellard, P.L.S., do hereby certify that I am a professional land surveyor licensed by the State of Idaho, and that this plat, as described in the certificate of owners' and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon in conformity with the State of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.

Thomas J. Wellard



P.L.S. 15352

APPROVAL OF CANYON HIGHWAY DISTRICT

Canyon Highway District No. 4 does hereby accept this plat, and the dedicated public streets, highways and rights-of-way as are depicted on this plat, in accordance with the provisions of I.C. 50-1312.

Steven J. Rule
Chairman

Date 3/4/2020

APPROVAL OF CITY OF MIDDLETON

The City Council of the City of Middleton, Idaho does hereby consent to the right-of-way dedications shown on this plat in accordance with Idaho Code §50-1330.

Steven J. Rule
Mayor
Date 1/16/2020
STEVEN J. RULE

CERTIFICATION AND APPROVAL OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor for Canyon 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.

David R. Kivetz
County Surveyor
DAVID R. KIVETZ
Date 1/14/20

CERTIFICATION AND APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

David R. Kivetz
Southwest District Health Department
Date 1/15/2020

CERTIFICATE OF COUNTY TREASURER

I, Tracie Lloyd, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Tracie Lloyd
County Treasurer
Date 01/14/2020



APPROVAL OF BOARD OF COUNTY COMMISSIONERS OF CANYON COUNTY
Accepted and approved this 20 day of March, 2020 by the Canyon County Commissioners, Canyon County, Idaho.

Chris W. Wainwright
Chairman
Clerk Jessie D. Darity



COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NUMBER: _____ FEE: _____
STATE OF IDAHO } S.S.
COUNTY OF CANYON }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SKINNER LAND SURVEY CO. AT _____ MINUTES PAST, O'CLOCK _____ M. THIS _____ DAY OF _____ 20____
IN BOOK _____ OF SURVEYS, AT PAGE _____

Skinner
Land Survey

Frederick Land Surveyors, P.C.
17042 Sand Bolive Road
Caldwell, Idaho 83407
(208)-454-0933
WWW.SKINNERLANDSURVEY.COM