



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday April 15, 2020
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

Call-to-order, roll call, Pledge of Allegiance, Invocation

Information Items

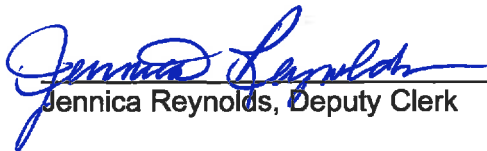
1. **Bank balance discussion around when the amounts getting above or below a certain dollar amount in the operating account, the Treasurer can move funds between the money market account and the checking account without having to come before council for approval – Wendy Miles**
2. **Police Station Relocation to LAB – Mayor Rule**
3. **City Council moving to Trolley Station – Becky Crofts**
4. **Increased Federal funding for South Cemetery Road of 1.3 Million dollars for urban rebalancing – Becky Crofts**

Action Items

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for Council's April 1, 2020 meeting.
 - b. Consider ratifying April 10, 2020 payroll in the amount of \$ 77,703.43 and accounts payable thru April 6, 2020 in the amount of \$ 212,844.80.
2. Accept resignation of Veronica McGinnis from the library board.
3. Confirm Mayor's appointment of Maria Knapp to the library board for term ending 5/14/2024 and Mark Christiansen to the library board for term ending 1/2/2023.
4. Consider awarding bid to Zenner USA for water metering and infrastructure system improvements. – Bruce Bayne
5. Consider ratifying Licensing Agreement with Drainage District No.2, Viper Investments, LLC and the City of Middleton. – Bruce Bayne

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Jennica Reynolds, Deputy Clerk

Date: April 13, 4:50 p.m.

Please contact the City Clerk at (208) 585-3133 if you have special needs or require assistance.

MIDDLETON CITY COUNCIL
APRIL 1, 2020

The Middleton City Council meeting on April 1, 2020 was called-to-order at 6:30 p.m. by Mayor Steve Rule. The meeting was streamed live via the City Facebook page due to CDC/COVID-19 restrictions.

Roll Call: Council President Rob Kiser, Council Members Carrie Huggins, Jeff Garner, were present. Council member Tim O'Meara participated via telephone.

Pledge of Allegiance, Invocation: Deputy Clerk Jennica Reynolds

Mayor explained that according to CDC guidelines due to COVID-19 (Coronavirus) to not gather in groups of more than 10 people, City Council was being streamed live via the City Facebook page.

Information Items

1. Kittelson Traffic Study – Bruce Bayne

Mayor Rule called and introduced the item. Planning and Zoning Official Bruce Bayne gave a summary of the Kittelson Traffic Study. Kittelson Associates are the traffic engineers that the cities of Middleton, Star as well as Canyon Highway District 4 (CHD4) has hired to do a traffic study for Canyon County for the areas from Canada Road west to Interstate 84. They finished phase 1 last fall, this is now to finish phase 2 and to come up with the impact fees that would be assessed in that area. The City is currently looking at getting that approved through CHD4. Phase 2 will be done in about 5-6 months and then the City will be able to move up to the ordinances. The City of Middleton as well as the City of Star has agreed to pay \$25,000 each towards that study, CHD4 is paying the rest. The initial part was about \$20,000 in phase 1, CHD4 has paid for that and it is approximately \$90,000 to do phase 2. He asked for questions.

Council President Kiser asked where this study was located. Bruce said it is from Canada all the way to I-84, it covers all of Middleton, south of the Boise River and north to the Gem County line. It covers all of CHD4. Mayor asked for additional questions. There were none.

2. COVID-19 Update – Becky Crofts

Mayor Rule called and introduced the item. City administrator Becky Crofts gave an update on some of the precautions the City is taking at City Hall to protect employees and the public, and all the folks that the City deals with. Beginning Monday March 30, 2020 City Hall remains open by appointment only. We are going to watch this, as there is an utility billing period that is coming up. The City is encouraging people to pay online or in the drop box, but if customers do need to come in to get a receipt, the clerks will open the door and receive them a little bit at a time, but there cannot be lines forming in the lobby. All meetings are being done by teleconference. There are very few meetings being done in City Hall itself. All public works employees are taking home their trucks now. That way they don't have to come in and check into a certain meeting place, they are able to stay in their truck, do their work and they stay somewhat isolated just with themselves. Their vehicles are becoming their office for the short time. Police department is doing basically

the same thing. The City doesn't have a lot of people, so one infection is potentially very bad. The clerks have all been separated up at the front, one is at the front counter, one in the newly created work room and one in an office. Although the City is open for business we are taking all the precautions that we need to. Some cities have shut down, we just can't do that, all positions were deemed necessary and the work needs to continue.

There are no employees with direct exposure. We have had some employees with a secondary exposure. We are making sure to keep employees distanced and on quarantine during those times until those tests come back. The library services were discontinued and so we were working through the details of the Family First Coronavirus Act and putting in place letters for those employees. We have had several employees request benefits from that act and so we are working though that with the City Attorney to make sure that we administer that to the best that we can, and we will be sending notices to those employees soon. The City is in pretty good shape as far as taking care of employees, the public and business.

Mayor Rule thanked Becky and stated we could talk a long time on COVID-19. There is a lot of information, just take it serious. He appreciates staff wiping down, and cleaning City Hall, it doesn't go unnoticed.

3. Police Station relocation to the LAB – Mayor Rule

Mayor Rule called the item, said there isn't anything to report. The Police Chief is meeting with Becky in the next few days to discuss how to pay for relocation.

Action Items

- 1. Consent Agenda (items of routine administrative business)**
 - a) Consider approving minutes for Council's March 18, 2020 meeting.**
 - b) Consider ratifying March 27, 2020 payroll in the amount of \$104,786.48, and accounts payable thru March 23, 2020 in the amount of \$230,105.19.**

Mayor Rule called and introduced the action items. Council President Rob Kiser explained the amount is more because of two large ticket items, one from Republic Services and the final payment for the clean out at the sewer plant. If you remove those two items the amount drops drastically. Council member Huggins commented that with the projects the city has ahead, these accounts payable are going to be normal. We are not a town of 4,000 anymore, and the larger numbers are going to be the norm. President Kiser said he hopes that is the norm, but he thinks it will get big due to the large project coming up. He anticipates next council meeting for the number to go up due to the timing of the month.

Motion: Motion by Council President Kiser to approve consent agenda items a and b, it was seconded by Council Member Garner and carried unanimously.

- 2. Republic Services Waste Collection Services Contract and yearly consumer price index increase – Rachele Klein via Phone.**

Mayor Rule called and introduced the item. Rachele Klein thanked the Mayor and Council, she is the manager of Republic Services business development. Republic

Services has been the trash and recycling partner with the City of Middleton for a long time. This year they used the All Western States Urban Consumers Price Index. This year the annual increase came out to be 2.78 percent, which translates to an 11 cents increase per household per month for the basic service of on trash cart and one recycling cart. The two big drivers of the price increase. One was the competition for labor and the other was maintenance. Cost of labor was increased by 7 percent, to hire, train and maintain drivers. The maintenance saw a 4 percent increase in truck parts and 20 percent increase in tires. Fuel costs were the same, but tire costs increased. To date they are servicing 2950 households in Middleton, starting at 6 a.m. and running 5 days a week. She stated that they want to work with people the best they can as we go through the COVID-19 pandemic.

Council Member O'Meara thanked Republic Services for their services over the past few years. He appreciates the drivers and think they do a great job.

Motion: Motion by Council President Kiser to approve the Republic Services Waste Collection Services Contract and yearly consumer price index increase as stated via the conversation with Rachele Klein on phone, seconded by Council Member O'Meara and carried unanimously.

3. Consider approving Mitigation Credits Price Quote from The Wetlands Group, LLC for Joint Application for Permits regarding project: KN12048, S. Cemetery Rd: SH 44 to Willow Creek, Middleton. – Bruce Bayne

Mayor Rule called and introduced the item. Public Works Superintendent Bruce Bayne gave a summary of this item. He said it has to do with South Cemetery Road phase 1. There is a portion of the project in the wetlands that goes over top of Willow Creek where the bridge is going to go in. Because it is a federal project the City has to do offset or mitigation credits for the area they will impact in the wetlands. There are 0.3 acres and the price to offset that is \$39,204.00. He asked for questions.

Council President Kiser asked if we can offset this by the work we are doing down by the river to approve the wetland? Bruce said yes, at this time we are not set up to do that, but it would be a great thing to get set up once we do start working in the park, because we can sell these same credits to other agencies and cities that are looking for credits. It is something he suggests the City look into doing, but at this time is not something that is currently set up. This has to be set aside in the land bank. Council President Kiser asked how we recoup the credits from other cities setting up other wetland areas. Bruce explained that if we are able set it up in River Park as we are doing, other cities as they do their projects have to go to the Land bank and get those credits, so they would have to pay us which would provide that offset. He said we are buying the credits from the Land Bank and the Mayor asked Bruce to explain what the Land Bank is. Bruce explained that it is a bank where the credits are approved through the state and they are allowed to accrue in the bank. When cities need to pull credits for projects they can. It is not a bank that holds money, it is a bank that holds credits for wetlands.

Council President Kiser asked for clarification of how the City buys land credits and then eventually gets reimbursed if we set up River Park correctly in order for others to buy

credits from the land bank. He also asked if this was a must happen for the South Cemetery Road project? Bruce said yes because this is a federally funded project.

City Administrator Becky Crofts added that it is a Federally Funded project and \$39,204.00 that will be spent the city will be reimbursed about 93 percent of that. So the City pays the bill, then requests reimbursement from ITD or LTAHC on this particular piece. The other piece to this is later when the City develops that property it can develop some additional wetlands that can be put into this bank and other people can buy from. There are two different parts. This part includes the South Cemetery Road piece and the Mill Slough Culvert. In doing the calculations the city is spending less than \$3000 once it gets the reimbursement. Mayor Rule asked about the time frame for the reimbursement. Becky stated it is about 4-6 weeks and is federal funds administered by LTAHC. Council Member Huggins asked if there is a monthly submittal on this project. Becky said yes and explained the process as it goes through Accounts Payable.

Motion: Motion by Council President Kiser to approve Mitigation Credits Price Quote from The Wetlands Group, LLC for Joint Application for Permits regarding project: KN12048, S. Cemetery Rd: SH 44 to Willow Creek, Middleton. It was seconded by Council Member Huggins and approved unanimously.

4. Consider approving an estimate from Agri-Lines Irrigation Inc. in the amount of \$26,545.00 to create an irrigation source for Crane Creek Park. – Bruce Bayne

Mayor Rule called agenda item and Public Works Superintendent Bruce Bayne gave a summary of the item. This area is currently known as the farm. Eventually it may become part of the Re-Use farm. It is proposed as a park for the City. Currently there is no irrigation source the park but we do have water shares, so we have to put in a sump and a pump so that can be pumped out for the farmer so he can farm the land for the City. Council Member Huggins asked for clarification of what the farm is. Both Bruce and Becky Crofts said this is a farmer farming the land, not a City farm.

Mayor Rule said that he had questions about this and he, Bruce and Becky drove out and looked at all of the parks, but took note of this one in particular because there is a \$25,000.00 expenditure coming towards it. It is a pretty big piece of ground. He has watched it exist with weeds for years. He understands the cost of maintaining weeds, as opposed to investing in the irrigation source because the City will need to get water to the property in the future if intends it to turn it into a park or ball fields. Unless there is an irrigation system for it, the property is not worth as much so it didn't take him long to figure out the need for this and the ability for the City to recouped the cost in the next 4-5 years if not sooner. Council Member Huggins stated there is value in having land produce and not just weeds. Council Member O'Meara asked if the City was planning on leasing the farm out? Bruce said the City will lease it to the farmer, there is currently not a lease in place, but the farmer is farming the Re-Use farm as well so that will also be included in the lease or a separate lease.

Council Member Huggins asked if the City received any additional bids from other companies? Bruce said no, because the bid was from the company that the farmer uses.

Motion: Motion by Council President Kiser to approve an estimate from Agri-Lines Irrigation Inc. in the amount of \$26,545.00 to create an irrigation source for Crane

Creek Park. Motion seconded by Council Member Garner.

Discussion: Mayor Rule asked what the life expectancy for the sump and pump is. Bruce said 30 plus years for the actual sump, the pump is about 20 years as long as the pump is maintained. Motion approved unanimously.

5. Consider approving an estimate from Aqua Irrigation in the amount of \$19,250.00 for the City farm underground reuse drip project – Bruce Bayne

Mayor Rule called and introduced the item and explained that this is regarding City Waste Water. Public Works Superintendent Bruce Bayne gave an explanation of where the re-use land is and how the underground irrigation drip line would work. This is re-use water used for irrigation, not irrigation water used for irrigation. Mayor Rule asked if the term drip disposal is an accurate description of what is being done and why is the City doing this? Bruce explained that this is water that has already been treated through the waste water treatment plant. That water could be sent straight out to the Boise River, that is where it is going right now. We have a permit to discharge into the Boise River. However by using this treated wastewater for land application, we can hopefully prove that we are able to take out the phosphorus and other things the government does not want in the Boise River. Once the wastewater is treated it can be applied to alfalfa crops which will uptake the water, reducing our discharge into the Boise River. We don't currently have problems now, but every cycle when the government gives a new permit they reduce the limits. The City is looking at this means of treating the wastewater in a different way. The other option is to treat the wastewater using mechanical equipment removing the phosphorus and other things and then cool the water and send it out to the Boise River. The cost of the re-use system is about \$37,000,000, and the cost of the mechanical system treating to the same level is about \$52,000,000. This is a huge savings to the City. We currently have a permit through DEQ to do a test plot. Once we get the test plot working we can go further to the east and apply more of this wastewater on the Re-Use farm.

Mayor Rule asked if the City passes DEQ on this initial test plot of 9-10 acres how many potential acres does the City have that could be used with this program? Bruce said the City has about 160-170 acres that are available for the City to use with this program. Council Member Huggins clarified that with any project the engineering is not a guarantee that the requirements for federal government will be met, they all have a big "if" factor. Nothing is a done deal, once you start dealing with engineering it doesn't always work in practice like it does on paper and the cost can increase no matter what direction. Bruce agreed and stated that if this pilot project doesn't work, then the City doesn't have to go any further with it. There are other things that can be done with the City land, the City has a lot of options which is a good thing.

Council Member Garner asked when will the first test be done. Bruce said with the first cutting of the alfalfa and then monthly after that. Mayor Rule said that there are monitoring wells that are testing water before and after and this is proven technology. When we say "if" it is not if it works, it is what are the uptake levels. There will still need to be mechanical treatment of the water during the time when the uptake is gone, but certain months of the year this will really help the City. Council President Kiser reminded City Council that the opportunity to bank credits was a big goal of this project. This is a big step going forward and he thinks it is a good project.

Motion: Motion by Council President Kiser to Consider approve an estimate from Aqua Irrigation in the amount of \$19,250.00 for the City farm underground reuse drip project, seconded by Council Member Garner and carried unanimously

- 6. Public Hearing: Consider an application from Jed Wyatt to rezone 1.06 acres from R-3 (Single Family Residential) to M-U (Mixed-Use) and acquire a special use from Middleton City Code 5-4-1, Table 1 (Land Use Schedule). The subject property is located at 1121 W Main St., South of Main Street (State Highway 44), Middleton, Idaho, commonly referred to as Canyon County Parcel No. 1760920.**

Mayor Rule introduced this item and asked if the public hearing was being held. Planning and Zoning Official Bruce Bayne asked that the public hearing be tabled to a date certain of May 6th.

Motion: Motion by Council President Kiser to table the Public Hearing to a date certain of May 6, 2020, seconded by Council Member Huggins, approved unanimously.

Public Comments, Mayor Comments, Council Comments:

Mayor Rule asked that people stay safe during this time. He said this is a strange time, he has never seen this in all the years of his political career. The Coronavirus is a real problem for older citizens. Please be safe and wash. Please keep your distance, follow the social isolation/distancing guidelines.

Council President Kiser said the Middleton School District is shut down until April 20, 2020. This means that no classes or extra-curricular activities. The Superintendent said come Friday April 3, 2020 no one is allowed in the school buildings.

Council Member Garner stated that the School District had a special School Board meeting where they talked about the failed levy. They discussed budget cutbacks, possibly transitioning to a 4 day school week versus the 5 day, and also voted to run another levy in May.

Council Member O'Meara said the Parks and Rec District is following the School District Guidelines and shutting down all programs.

Mayor Rule responded to Council Member O'Meara's question about the status of ITD dropping the speed limits on Highway 44. City Attorney said as long as a report was stated and there was no discussion or determination made the Mayor could give his report. Mayor Rule stated that there were three areas that he talked to ITD about, the west end of Highway 44, by Hartley Rd, the east end by Murphy Street and the intersection of South Middleton Road and Highway 44. ITD seemed receptive to changing the turn lanes at on Highway 44 by South Middleton Road, but was not receptive to the idea of reducing the speed limit on the east or west end of town. ITD said they would look at it again next year.

Mayor thanked everyone for doing what they are doing to handle this crisis. Encouraged more patience and that everyone please be careful.

Adjourn: Mayor Rule adjourned the meeting at 7:33 p.m.

ATTEST:

Steven J. Rule, Mayor

Jennica Reynolds, Deputy Clerk
Minutes Approved: April 15, 2020

DRAFT

Jennica Reynolds

From: Steve Rule
Sent: Monday, April 13, 2020 4:17 PM
To: Jennica Reynolds
Subject: FW: Middleton Public Library Resignation

-----Original Message-----

From: Steve Rule
Sent: Friday, April 3, 2020 10:38 AM
To: V M <veronicam.2001@yahoo.com>; Jeni Fried <jeni@sell-idaho.com>; Donald Watt <dw71tw@ymail.com>; Kassie Knapp <KnappK01@live.com>
Cc: Becky Crofts <bcrofts@middletoncity.com>
Subject: RE: Middleton Public Library Resignation

Dear Veronica,

Thank you for the service you have provided.

I personally know how difficult public service is and the challenges that come along with doing what is best for any organization public, or, private.

Please be careful as you can in our very difficult conditions that are very hard to adjust to.

Thanks again.

Steve Rule
Mayor

-----Original Message-----

From: V M <veronicam.2001@yahoo.com>
Sent: Friday, April 3, 2020 7:25 AM
To: Jeni Fried <jeni@sell-idaho.com>; Donald Watt <dw71tw@ymail.com>; Kassie Knapp <KnappK01@live.com>; Steve Rule <srule@middletoncity.com>
Subject: Middleton Public Library Resignation

Dear Library Board and Mayor Rule,

Please accept this as my official resignation as a Trustee of the Middleton Public Library Board effective immediately.
Thank you for giving me the opportunity to serve our community.

Sincerely,
Veronica McGinnis

March 26, 2020

City of Middleton Bid Sheet

Automatic Meter Reading and Advanced Meter Infrastructure System

Company Name	Date/Time Received	Delivery	Base Bid
Smart Earth Technology	3/25/20 1:15 p.m.	UPS	\$453,300.00
Zenner Performance Meter (DBA Zenner USA)	3/24/20 11:30 a.m.	FedEx	\$234,860.10
Ferguson Enterprises	3/26/2020 10:20 a.m.	Delivered to City Hall	\$410,954.79

Becky L. Cuffs 3/26/20

Wendy Mule 3/26/20

Renee Payne 03/26/20

LEGAL NOTICE
REQUEST FOR PROPOSAL

The City of Middleton is accepting sealed proposals to upgrade its water meter reading system to an automatic meter reading, and advanced metering infrastructure system. The City is proposing to replace all radios on existing meters and establishing an inventory for future installation of automatic read meters. Proposals will be accepted at City Hall 1103 W. Main Street, P.O. Box 487 Middleton Idaho 83644 until 12:00 p.m. MT on March 26, 2020. Proposals must include equipment, materials, licensing requirements and warranties for each component. City staff will be upgrading the existing and new water meters with radios. The proposal should include all costs associated with the infrastructure and software necessary for the automatic meter reading, project management, and staff training through the projects end (radios and meters installed and functioning). The system must fully integrate with Caselle Government Accounting software.

Items listed below must be individually priced, lump sum proposals will not be accepted.

1. Price 2370 radio units for use on existing system
2. Unit price water meter 1-50 (5/8"– 3/4")
3. Unit price water meter 51-100 (5/8"– 3/4")
4. Unit price radio 1-50
5. Unit price radio 51-100
6. Meter reading hardware needed to interface with water meter radios
7. Software to integrate with hardware
8. Project management
9. All necessary system accessory items
10. Annual software and associate fee schedule showing costs 1-5 years
11. Identify warranties for each component proposed
12. Installation of all meter reading hardware
13. Installation of software that will interface with installed hardware and Caselle
14. Necessary training for city staff on all system hardware and software
15. System must integrate with Caselle Government Accounting software

The City of Middleton reserves the right to award the project to the lowest responsible bidder, to award any part of or all of the proposal and or further advertise the project for bids. The City of Middleton may reject any proposal not in compliance with all public bidding procedures and requirements, and may reject, for good cause, any or all bids upon the finding of the City is in the public interest to do so. Direct all questions in writing to Bruce Bayne, bbayne@middletoncity.com.

Publish March 11, 18

29545 2001160

1 MIDDLETON, CITY OF

P.O. BOX 487
MIDDLETON ID 83644

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Canyon and Ada

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)SS.
)

Sharon Jessen
of the State of Idaho, being of first
duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Idaho Press-Tribune, a daily newspaper published in the Counties of Canyon and Ada, State of Idaho; that the said newspaper is in general circulation in the said Counties of Canyon and Ada, and in the vicinity of Nampa, Caldwell, and Boise, and has been uninterruptedly published in said Counties during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 2 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

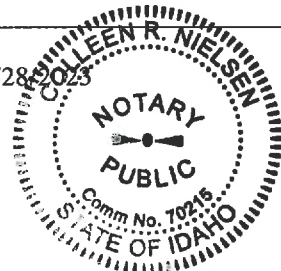
That said notice was published the following:
03/11/2020 03/18/2020

Sharon Jessen

Sharon Jessen
STATE OF IDAHO
County of Canyon and Ada)

On this 18th day of March in the year of 2020 before me a Notary Public, personally appeared Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Colleen R. Nielsen
Notary Public for Idaho
My Commission expires 06/28/2023



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March 11, 18, 2020

2001160

LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this 13 day of April, 2020, by and among DRAINAGE DISTRICT NO. 2, a drainage district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

VIPER INVESTMENTS LLC, an Idaho limited liability company,
Whose address is: P.O. Box 369, Meridian, ID 83680, and

CITY OF MIDDLETON,
Whose address is: P.O. Box 487, Middleton, ID 83644,

hereinafter collectively referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the District owns the drainage ditches or drains known as DRAIN NO. 8 aka "LITTLE DRAIN" and the Stub to the Little Drain running north/south aka "West Drain" (hereinafter collectively referred to as "ditch or drain"), an integral part of the irrigation and drainage works and system of the District, together with the easement therefor to convey irrigation and drainage water, to operate, clean, maintain, and repair the ditch or drain, and to access the ditch or drain for those purposes; and,

WHEREAS, the District operates, cleans, maintains, repairs and protects the ditch or drain for the benefit of District landowners; and,

WHEREAS, the Licensee is the owner of real property that is servient to the District's ditch or drain 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 drain 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 drain and/or the District'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 District's Easement.

1. Licensee acknowledges that the District's easement for the drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 100 feet, 50 feet to either side of the

centerline for open sections and 50 feet, 25 feet to either side of the centerline of the drain for piped or closed sections.

B. Scope of License

1. The Licensee shall have the right to modify the ditch or drain or encroach upon the District's easement along the ditch or drain 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 drain and/or the District'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 drain and/or the District'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 drain and/or the District'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 District's easement, nor perform any construction or activity within the District's easement for the ditch or drain except as referred to in this License Agreement without the prior written consent of the District.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the District as owner of an easement. The District has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the District'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 District from any claim by any party arising out of or related to such failure of rights and at the option of the District 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 District and the District'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 District. Such approval by the District 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 District'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 District's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation or drainage water in the ditch or drain or the District'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 District's use of its easement to access, operate, clean, maintain, and repair the ditch or drain; and
- f. any other damage to the District's easement and irrigation or drainage works.

4. The Licensee agrees to indemnify, hold harmless, and defend the District 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 District, remove any facility or repair any alteration of the District's easement which interferes with the District's operation and maintenance of the ditch or drain, 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 District 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 District shall attempt to give such notice as is reasonable under the circumstances. The District 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 District. The Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District 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 District for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the District.

D. District's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or drain is a manmade channel that was constructed and is used and maintained by the District for the exclusive purpose of draining lands within the District. As such, Licensee further acknowledges and agrees that the ditch or drain does not constitute a natural or navigable watercourse or stream.

2. The parties hereto understand and agree that the District has no right in any respect to impair the uses and purposes of the drainage works and system of the District by this License Agreement, nor to grant any rights in its irrigation or drainage works and system incompatible with the uses to which such drainage 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 drain or the District's easement, and all construction and use of the District's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of the ditch or drain for the transmission of drainage water.

4. The Licensee agrees that the District shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the ditch or drain. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the District 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 District, and any facility, structure, plant, or any other improvement in or over the drain or ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or drain by the District with its equipment for the maintenance of the ditch or drain shall be promptly removed by the Licensee upon demand of the District.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the District 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 District's ownership, operation, and maintenance of its drains, works and facilities which did not apply to the District's operations and activities prior to and without execution of this License Agreement.

2. In the event the District 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 District from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the District, 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 District from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the District 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 District or by the engineers for the District 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 District.

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:

Drainage District No. 2
c/o S. Bryce Farris
P.O. Box 7985

See page 1 for Licensee

Boise, ID 83707

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 District 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.

DRAINAGE DISTRICT NO. 2

By _____
Its President

ATTEST:

Its Secretary

STATE OF IDAHO)
) ss:
County of Ada)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Olson and Mitch Coburn, known to me to be the President and Secretary, respectively, of DRAINAGE DISTRICT NO. 2, the drainage district that executed the foregoing instrument and acknowledged to me that such drainage district 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 _____, Idaho
My Commission Expires: _____

CITY OF MIDDLETON

By Steven Rule
Its Mayor

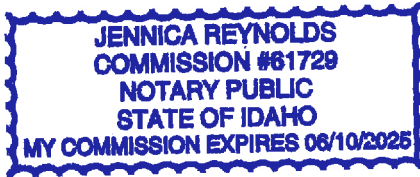
ATTEST:

Jennica Reynolds
Its Deputy Clerk

STATE OF IDAHO)
) ss:
County of Canyon)

On this 13 day of April, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Rule and _____, known to me to be the Mayor and _____, respectively, of the CITY OF MIDDLETON, the entity that executed the foregoing instrument and acknowledged to me that such 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.



Jennica Reynolds
Notary Public for Idaho
Residing at Canyon County, Idaho
My Commission Expires: 6/10/2025

EXHIBIT A
Licensee's Property

The portion of the real property owned by the City of Middleton is described in Exhibit A-1 attached hereto and by this reference incorporated herein and the portion of the property owned by Viper Investments, LLC, known as Falcon Valley Subdivision No. 7 is described in Exhibit A-2 and by this reference incorporated herein.

EXHIBIT B
Crossing Location

See Exhibit D-1.

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to permit Licensee to:

West Drain:

1. pipe and relocate a portion of the District's drain along the west boundary of Falcon Valley Subdivision No. 7 (in lot 63, Block 20) in 36" pipe;
2. construct and install a water line parallel to the above-referenced pipe (there is also a power line which shall be parallel to the pipe and cross the pipe at two locations) and within the District's easement (the District's drain shall be in a 30 foot utility easement but the District's easement shall remain 50 feet for the piped drain with the remaining 20 feet extending into the lots 58-62, Block 20 and lots 21-27, Block 14 for Falcon Valley Subdivision No. 7);
3. construct and install Old Mill Street, including roadway improvements such as curb, gutter and sidewalks across and over the above-referenced pipe and with the District's easement (the roadway crossings shall have curb cuts for the District's access from the roadways to the District's drain/easement)
4. construct and install four (4) separate water line crossings and two (2) pressure irrigation lines across and under drain and within the District's easement (the crossings shall be located a minimum of three feet (3') below the District's drain);

Little Drain:

5. pipe the Little Drain in 36" RCP (including pre-cast headwalls) and construct and install roadways for Quartz Avenue and Duff Lane, including roadway improvements such as curb, gutter and sidewalks across and over the above-referenced pipe and with the District's

easement (the roadway crossings shall have curb cuts for the District's access from the roadways to the District's drain/easement);

6. within the roadway for Quartz Avenue, construct and install an 8" sewer line, 4" pressure irrigation line and 4-6" conduits for joint trench across and under the pipe for the Little Drain and within the District's easement (with the exception of the sewer line, which shall be 2.9 feet below the District's drain, the utility crossings shall be located a minimum of three feet (3') below the District's drain);
7. ~~within the roadway for Duff Lane~~, construct and install an 4-6" conduits for joint trench, 6" pressure irrigation line and 18" gravity irrigation pipe across and above the pipe for the Little Drain and within the District's easement;
8. within the roadway for Duff Lane, construct and install 12" water main across and under the pipe for the Little Drain and within the District's easement (the water main shall be located a minimum of three feet (3') below the District's drain);
9. on the north side of the Little Drain, construct and install a 10' asphalt pedestrian pathway, grass landscaping and sprinklers within the District's easement; and
10. under the above-referenced pathway, and on the north side of the Little Drain, construct and install a 12" water main within the District's easement;

WEST OF AND
ADJACENT TO

(OUTSIDE OF DUFF LN. RIGHT OF WAY)

SR
9/13/2020

all within Licensee's property described in Exhibit A, consisting of Falcon Valley Subdivision No. 7, a portion of the Little Drain property owned by the City of Middleton and the City Park located in Middleton, Canyon County, Idaho. No other construction or activity is permitted within or affecting the drain or the District's easement.

EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be in performed in accordance with certain plans attached hereto as Exhibit D-1 and by this reference incorporated herein. As part of the construction of the roadways for Quartz Avenue and Duff Lane, Licensee shall construct a transitions from new improvements to the existing access roads for the District's use and access to the Little Drain.

b. Licensee shall notify the water superintendent of the District prior to and immediately after construction by contacting Allen Funkhouser at 208-571-3804 so that he or the District's engineers may inspect and approve construction.

c. Licensee shall be responsible for operation, maintenance, and repair associated with the drain which has been placed in pipe/culvert within the property described in Exhibit A, including rehabilitation or replacement of the pipe/culvert and rehabilitation of the District's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the pipe. Repairs shall include, but not be limited to, all repairs necessary to preserve the

structural integrity and unobstructed flow of water through the drain and prevent the loss of water from the drain. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the drain, then the District, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the District, on demand, the cost or expense which shall be reasonably expended or incurred by the District for such purposes. The District shall give reasonable written notice to the Licensee and allow Licensee a reasonable opportunity to perform the necessary maintenance and repairs or other work prior to the District's performing such maintenance, repair or other work except that in cases of emergency the District shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the District.

d. Licensee acknowledges and agrees that should the encroachments need to be removed in order for the District to access, operate, maintain or repair the drain, it shall be Licensee's obligation and cost of removing or replacing the encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the improvements or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the drain.

e. 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 District 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.

f. Licensee hereby indemnifies, holds harmless and shall defend the District 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 District shall be solely responsible for the condition or activity which gives rise to any such penalty, sanction, directive, claim, action or requirement.

g. In the event the District 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 District 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.

h. The parties to this agreement recognize this license agreement is an accommodation to Licensee. The District 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 District'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.

i. Construction authorized by this License Agreement shall be completed within one year from the date of this Agreement. Time is of the essence.

ACCOMMODATION
RECORDING

2015-030058
RECORDED
08/06/2015 10:24 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=7 MBROWN \$28.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

Warranty Deed

For value received,

Viper Investments LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

City of Middleton

whose current address is P.O. Box 487 Middleton ID 83644

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached "Exhibit A", attached hereto and made a part hereof, by reference and which is comprised of (6) six pages.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Viper Investments, LLC, an Idaho limited liability company

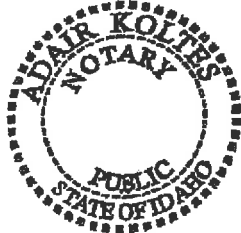
By _____
Corey D. Barton, Member

State of Idaho)
County of Ada)

On this 5th day of August 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton known or identified to me to be a member of the limited liability company of Viper Investments, LLC, and the member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Adair Koltes
Notary
Residing in: Nampa, ID
Expires: 6-25-16



Ex. A-1

Exhibit "A"

July 28, 2015

**DESCRIPTION FOR
LITTLE DRAIN-PARK PARCEL
FALCON VALLEY SUBDIVISION**

A parcel of land located in the S 1/2 of the NE 1/4 of Section 5, T.4N., R.2W., B.M., Middleton, Canyon County, Idaho more particularly described as follows:

Commencing at the E1/4 corner of said Section 5 from which the NE corner of said Section 5 bears North 01°06'10" East, 2636.70 feet;

Thence along the along the East boundary line of said Section 5 North ~~01°06'10" East, 1144.53 feet;~~

Thence leaving said East boundary line North 88°53'50" West, 40.00 feet to the **REAL POINT OF BEGINNING;**

Thence South 86°13'18" West, 658.75 feet;

Thence 88.43 feet along the arc of a curve to the left having a radius of 90.00 feet, a central angle of 56°17'55" and a long chord which bears South 58°04'21" West, a distance of 84.92 feet;

Thence South 29°55'23" West, 197.77 feet;

Thence 148.73 feet along the arc of a curve to the right having a radius of 210.00 feet, a central angle of 40°34'48" and a long chord which bears South 50°12'48" West, a distance of 145.64 feet;

Thence South 70°30'12" West, 226.41 feet;

Thence 157.26 feet along the arc of a curve to the right having a radius of 450.00 feet, a central angle of 20°01'23" and a long chord which bears South 80°30'54" West, a distance of 156.46 feet;

Thence North 89°28'25" West, 33.02 feet;

Thence South 82°25'15" West, 589.27 feet;

Thence North 58°34'47" West, 229.56 feet;

Thence 84.23 feet along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 36°48'07" and a long chord which bears North 76°58'50" West, a distance of 83.13 feet;

Thence South 84°37'06" West, 515.72 feet;

Thence 162.79 feet along the arc of a curve to the right having a radius of 800.00 feet, a central angle of 11°39'33" and a long chord which bears North 89°33'07" West, a distance of 162.51 feet;

Thence North 83°43'21" West, 48.92 feet;
Thence North 81°04'37" West, 364.10 feet;
Thence North 01°34'42" East, 100.83 feet;
Thence South 81°04'37" East, 374.68 feet;
Thence South 83°43'21" East, 46.61 feet;

Thence 142.44 feet along the arc of a curve to the left having a radius of 700.00 feet, a central angle of 11°39'33" and a long chord which bears South 89°33'07" East, a distance of 142.20 feet;

Thence North 84°37'06" East, 515.72 feet;

Thence 128.46 feet along the arc of a curve to the right having a radius of 200.00 feet, a central angle of 36°48'07" and a long chord which bears South 76°58'50" East, a distance of 126.27 feet;

Thence South 58°34'47" East, 158.69 feet;

Thence North 03°06'35" East, 382.81 feet;

Thence South 86°53'25" East, 82.44 feet;

Thence 73.17 feet along the arc of a curve to the left having a radius of 318.00 feet, a central angle of 13°10'58" and a long chord which bears North 86°31'06" East, a distance of 73.00 feet;

Thence North 79°55'37" East, 464.40 feet;

Thence 45.59 feet along the arc of a curve to the right having a radius of 282.00 feet, a central angle of 09°15'49" and a long chord which bears North 84°33'32" East, a distance of 45.54 feet;

Thence South 02°55'24" West, 412.06 feet;

Thence 91.17 feet along the arc of a curve to the left having a radius of 350.00 feet, a central angle of 14°55'27" and a long chord which bears North 77°57'26" East, a distance of 90.91 feet;

Thence North 70°30'12" East, 226.41 feet;

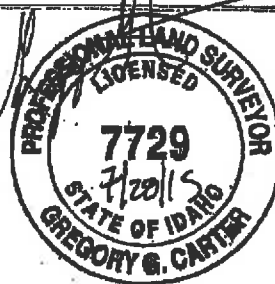
Thence 77.91 feet along the arc of a curve to the left having a radius of 110.00 feet, a central angle of 40°34'48" and a long chord which bears North 50°12'48" East, a distance of 76.29 feet;

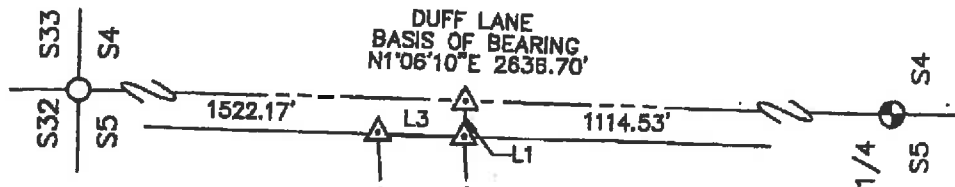
Thence North 29°55'23" East, 197.77 feet;

Thence 186.69 feet along the arc of a curve to the right having a radius of 190.00 feet, a central angle of $56^{\circ}17'55''$ and a long chord which bears North $58^{\circ}04'21''$ East, a distance of 179.27 feet;

Thence North $86^{\circ}13'18''$ East, 667.29 feet to a point on the East boundary line of said Section 5;

Thence along said East boundary line South $01^{\circ}06'10''$ West, 100.36 feet to the **REAL POINT OF BEGINNING**. Containing 13.92 acres, more or less.



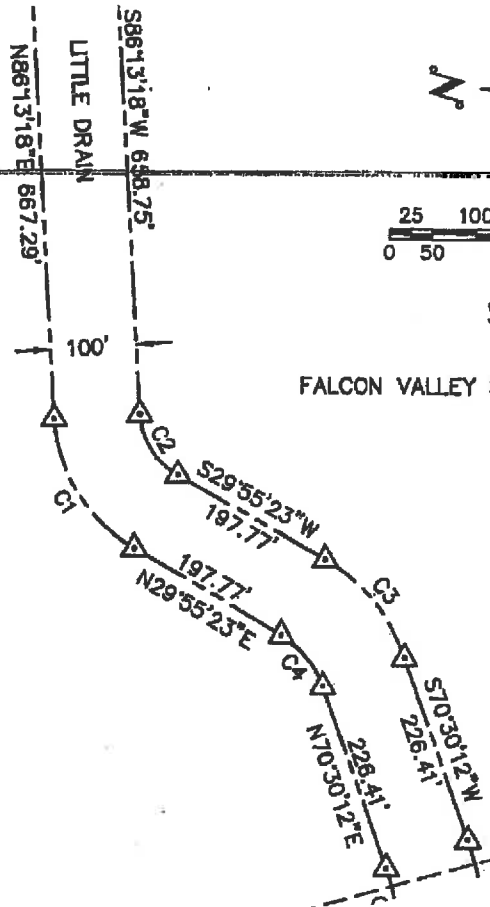


FALCON VALLEY SUB.



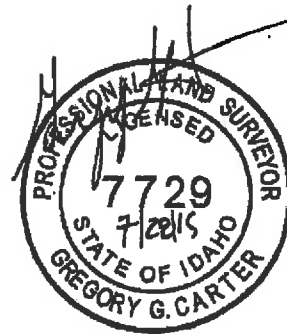
SCALE: 1" = 200'

FALCON VALLEY SUB.



LEGEND

- FOUND 5/8" IRON PIN
- ⊕ FOUND BRASS CAP MONUMENT
- △ CALCULATED POINT
- PROPERTY BOUNDARY LINE
- ___ LOT LINE
- SECTION LINE



S:\150 Projects\Water Valley No. 3 14-102\Drawings\2014.dwg 7/28/2015 11:45:14 AM

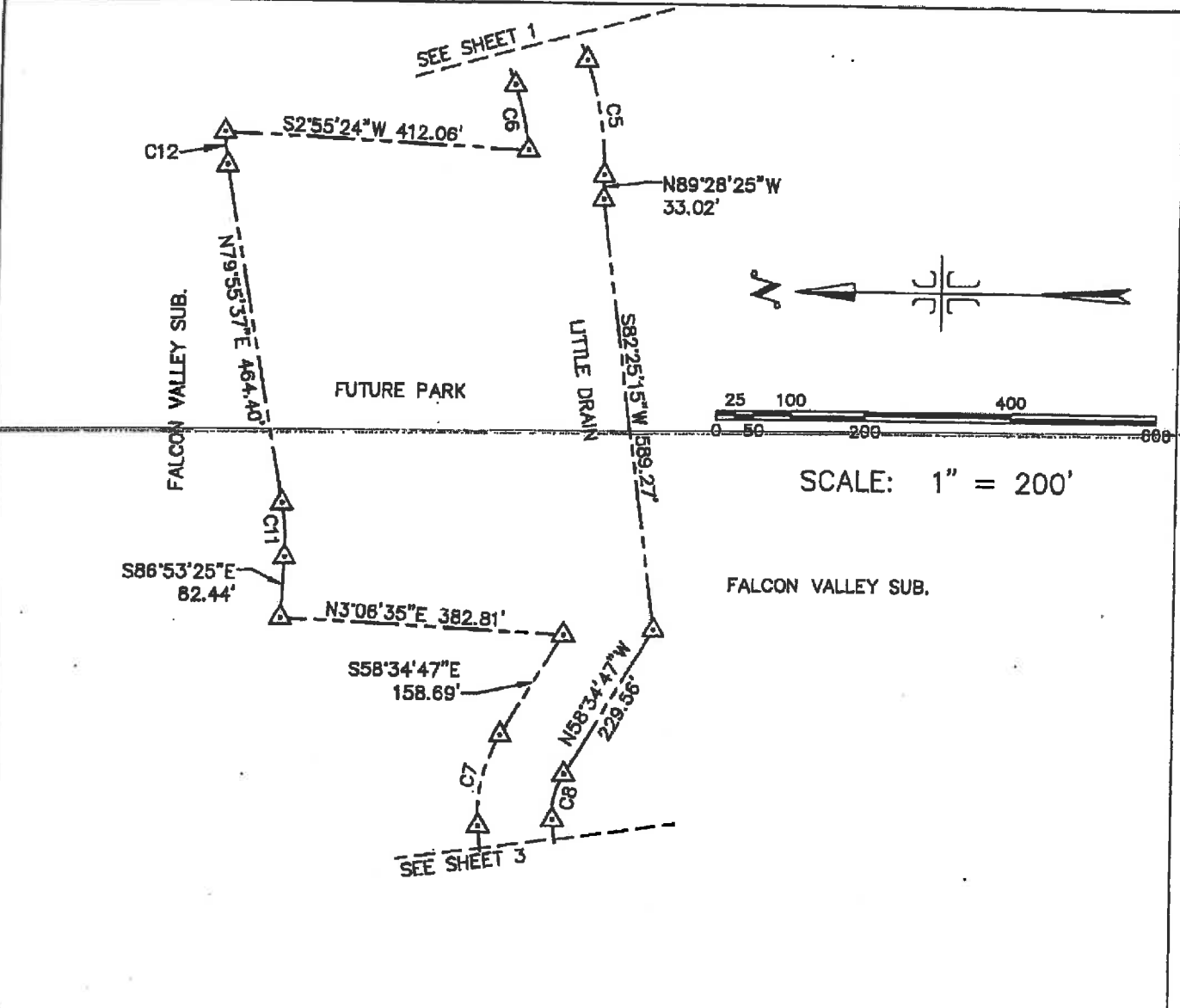
IDAHO SURVEY GROUP, P.C.
1480 E. WATERTOWER ST.
SUITE 130
MERIDIAN, IDAHO 83642
(208) 846-8570

EXHIBIT DRAWING FOR
LITTLE DRAIN & PARK PARCEL
FALCON VALLEY SUBDIVISION

LOCATED IN THE SOUTH 1/4 OF THE NE 1/4 OF SECTION 5,
T.4N., R.2W., E.M., CANYON COUNTY, IDAHO

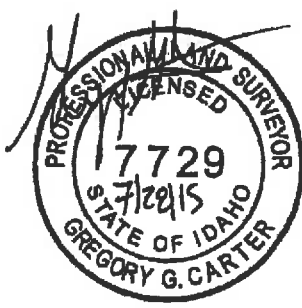
JOB NO. 14-102
SHEET NO. 1 OF 3
DWG. DATE 7/28/15


Ex. A-1



LEGEND

- FOUND 5/8" IRON PIN
- ⊙ FOUND BRASS CAP MONUMENT
- △ CALCULATED POINT
- PROPERTY BOUNDARY LINE
- ===== LOT LINE
- SECTION LINE




IDAHO SURVEY GROUP, P.C.
 1450 E. WATERTOWER ST.
 SUITE 130
 MERIDIAN, IDAHO 83842
 (208) 846-8570

**EXHIBIT DRAWING FOR
 LITTLE DRAIN & PARK PARCEL
 FALCON VALLEY SUBDIVISION**
 LOCATED IN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 5,
 T.4N., R.2W., B.M., CANYON COUNTY, IDAHO

JOB NO. 14-102
SHEET NO. 2 OF 3
DWG. DATE 7/28/15

Ex. A-1

SEE SHEET 2

N84°37'06"E 515.72
 S84°37'06"W 515.72
 LITTLE DRAIN



SCALE: 1" = 200'

FALCON VALLEY SUB.

S83°43'21"E
 46.61'

N83°43'21"W
 48.92'

FALCON VALLEY SUB.

S81°04'37"E
 374.68'
 100'
 101.79'

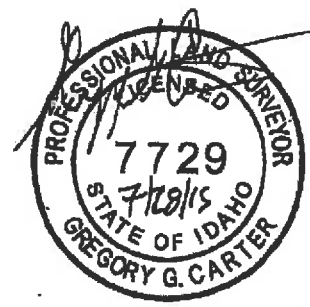
N42°40'18"W
 364.10'

UNPLATTED

L2

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	190.00	186.69	179.27	N58°04'21"E	58°17'55"
C2	90.00	88.43	84.92	S58°04'21"W	56°17'55"
C3	210.00	148.73	145.64	S50°12'48"W	40°34'48"
C4	110.00	77.91	76.29	N50°12'48"E	40°34'48"
C5	450.00	157.26	156.46	S80°30'54"W	20°01'23"
C6	350.00	91.17	90.91	N77°57'58"E	14°55'27"
C7	200.00	128.46	126.27	S76°58'50"E	36°48'07"
C8	100.00	64.23	63.13	N76°58'50"W	36°48'07"
C9	800.00	162.79	162.51	N89°33'07"W	11°39'33"
C10	700.00	142.44	142.20	S89°33'07"E	11°39'33"
C11	318.00	73.17	73.00	N86°31'06"E	13°10'58"
C12	282.00	45.59	45.54	S84°33'32"W	9°15'49"



LINE TABLE

LINE	LENGTH	BEARING
L1	40.00	N88°33'50"W
L2	100.83	N1°34'42"E
L3	100.36	S1°06'10"W

USG Planimetric Survey No. 3 14-1024 Sub. No. 4342014 Date 7/28/2015 11:53:48 AM

IDAHO SURVEY GROUP, P.C.
 1450 E. WATERTOWER ST.
 SUITE 130
 MERIDIAN, IDAHO 83642
 (208) 846-8870

EXHIBIT DRAWING FOR
 LITTLE DRAIN & PARK PARCEL
 FALCON VALLEY SUBDIVISION

LOCATED IN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 5,
 T.4N., R.2W., B.M., CANYON COUNTY, IDAHO

JOB NO.
 14-102
 SHEET NO.
 3 OF 3
 DWG. DATE
 7/28/15

Ex. A-1

**DESCRIPTION FOR
FALCON VALLEY SUBDIVISION NO. 7**

A portion of Lot 3, Block 1 of Little Creek Subdivision as filed in Book 27 of Plats at Page 45, records of Canyon County, Idaho and a portion of the NE 1/4 of Section 5, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho being more particularly described as follows:

Commencing at the E1/4 corner of said Section 5 from which the NE corner of said Section 5 bears North 01°06'10" East, 2636.70 feet;

thence along the East boundary line of said Section 5 North 01°06'10" East, 1470.67 feet;

thence leaving said East boundary line North 68°34'30" West, 42.66 feet to NE corner of said Lot 3. Said point also being the **REAL POINT OF BEGINNING**;

thence along the East boundary line of said Lot 3 South 01°06'10" West, 370.95 feet to an angle point on the exterior boundary line of that parcel of land described in that Warranty Deed recorded as Instrument No. 2015-030058, records of Canyon County Idaho;

thence along the exterior boundary line of said parcel of land described in that Warranty Deed recorded as Instrument No. 2015-030058 the following six (6) courses and distances:

thence leaving the East boundary line of said Lot 3 South 86°13'18" West, 658.75 feet;

thence 88.42 feet along the arc of a non-tangent curve to the left, said curve having a radius of 89.92 feet, a central angle of 56°20'10" and a long chord which bears South 58°04'43" West, 84.90 feet;

thence South 29°55'23" West, 197.79 feet;

thence 148.73 feet along the arc of a curve to the right, said curve having a radius of 210.00 feet, a central angle of 40°34'48" and a long chord which bears South 50°12'48" West, 145.64 feet;

thence South 70°30'13" West, 226.41 feet;

thence 49.58 feet along the arc of a non-tangent curve to the right, said curve having a radius of 450.00 feet, a central angle of 06°18'46" and a long chord which bears South 73°39'35" West, 49.55 feet;

thence leaving said exterior boundary line North 39°56'22" West, 116.41 feet to an angle point on the exterior boundary line of said parcel of land described in that Warranty Deed recorded as Instrument No. 2015-030058;

thence along said exterior boundary line North 02°55'24" East, 405.04 feet;

thence leaving said exterior boundary line 5.65 feet along the arc of a non-tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 01°10'41" and a long chord which bears South 88°30'23" West, 5.65 feet;

thence North 02°04'57" West, 50.00 feet;
thence North 02°55'24" East, 352.64 feet;
thence North 32°22'29" West, 69.29 feet;
thence North 74°54'41" East, 52.62 feet;
thence North 89°56'49" East, 31.95 feet;
thence South 79°44'40" East, 102.99 feet;
thence South 87°15'35" East, 110.08 feet;
thence North 81°18'01" East, 167.51 feet;
thence South 84°49'03" East, 219.44 feet;
thence North 85°45'18" East, 108.96 feet;
thence North 75°47'18" East, 108.36 feet;

thence 156.68 feet along the arc of a non-tangent curve to the right, said curve having a radius of 149.71 feet, a central angle of 59°57'53" and a long chord which bears South 74°13'51" East, 149.63 feet;

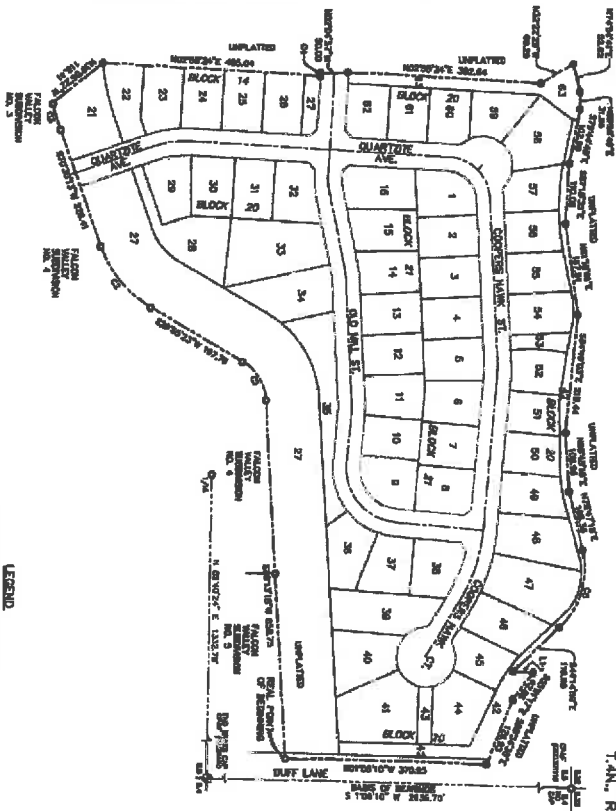
thence South 44°14'59" East, 116.99 feet;
thence North 02°47'28" East, 35.51 feet;
thence South 55°01'17" East, 62.66 feet;

thence South 68°34'30" East, 126.93 feet to the **REAL POINT OF BEGINNING**.
Containing 19.10 acres, more or less.



Ex. A-2

**PLAT SHOWING
FALCON VALLEY SUBDIVISION NO. 7
BEING A PORTION OF LOT 3, BLOCK 1 OF LITTLE CREEK SUBDIVISION
LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 5,
T.4N., R.2W., BLM. MIDDLETON, CANYON COUNTY, IDAHO
2019**





Color	Symbol	Meaning
Blue	—	Proposed Boundary
Black	—	Survey Line
Red	—	Adjacent Line (See Note 1)
Green	—	Utility Line
Orange	—	Right-of-Way
Yellow	—	Other

Color	Symbol	Meaning
Blue	—	Proposed Boundary
Black	—	Survey Line
Red	—	Adjacent Line (See Note 1)
Green	—	Utility Line
Orange	—	Right-of-Way
Yellow	—	Other


- LEGEND**
- Proposed Boundary
 - Survey Line
 - Adjacent Line (See Note 1)
 - Utility Line
 - Right-of-Way
 - Other

- NOTICE:**
- A return and use map (RUM) has been filed with the Idaho State Engineer's Office, Boise, Idaho, for this subdivision. The RUM is available for review at the Idaho State Engineer's Office, Boise, Idaho, and at the County Clerk's Office, Middleton, Idaho. The RUM is subject to the provisions of the Idaho State Engineer's Office, Boise, Idaho, and the County Clerk's Office, Middleton, Idaho.
 - Lot 52, Block 14 and Lots 36, 42, 43 & 44, Block 20 are common lots to be used for other purposes or other water management, which shall be treated and subdivided by the owner of the lots. All common lots are subject to a binding plan, which shall be filed with the Idaho State Engineer's Office, Boise, Idaho, and the County Clerk's Office, Middleton, Idaho.
 - Adjacent lots have been provided from subdivision 100 (100) Company, a company which is a subsidiary of the City of Middleton, Idaho. The lots shall be treated as common lots and shall be subject to the provisions of the City of Middleton, Idaho. The lots shall be treated as common lots and shall be subject to the provisions of the City of Middleton, Idaho.
 - Any lot, including any lot, which is subject to a binding plan, shall be subject to the provisions of the City of Middleton, Idaho. The lots shall be treated as common lots and shall be subject to the provisions of the City of Middleton, Idaho.
 - Check list against the City of Middleton, Idaho, and other agencies, per Note 10.
 - Check list against the City of Middleton, Idaho, and other agencies, per Note 10.
 - Lots 42 and 44, Block 20 are subject to a binding plan, which shall be filed with the Idaho State Engineer's Office, Boise, Idaho, and the County Clerk's Office, Middleton, Idaho.
 - Utility Cross Easement for Idaho Power and Energy District No. 2, recorded plat.
 - Utility Cross Easement for Idaho Power and Energy District No. 2, recorded plat.
 - Development District No. 2, Development - See Urban Agreement No. 10.

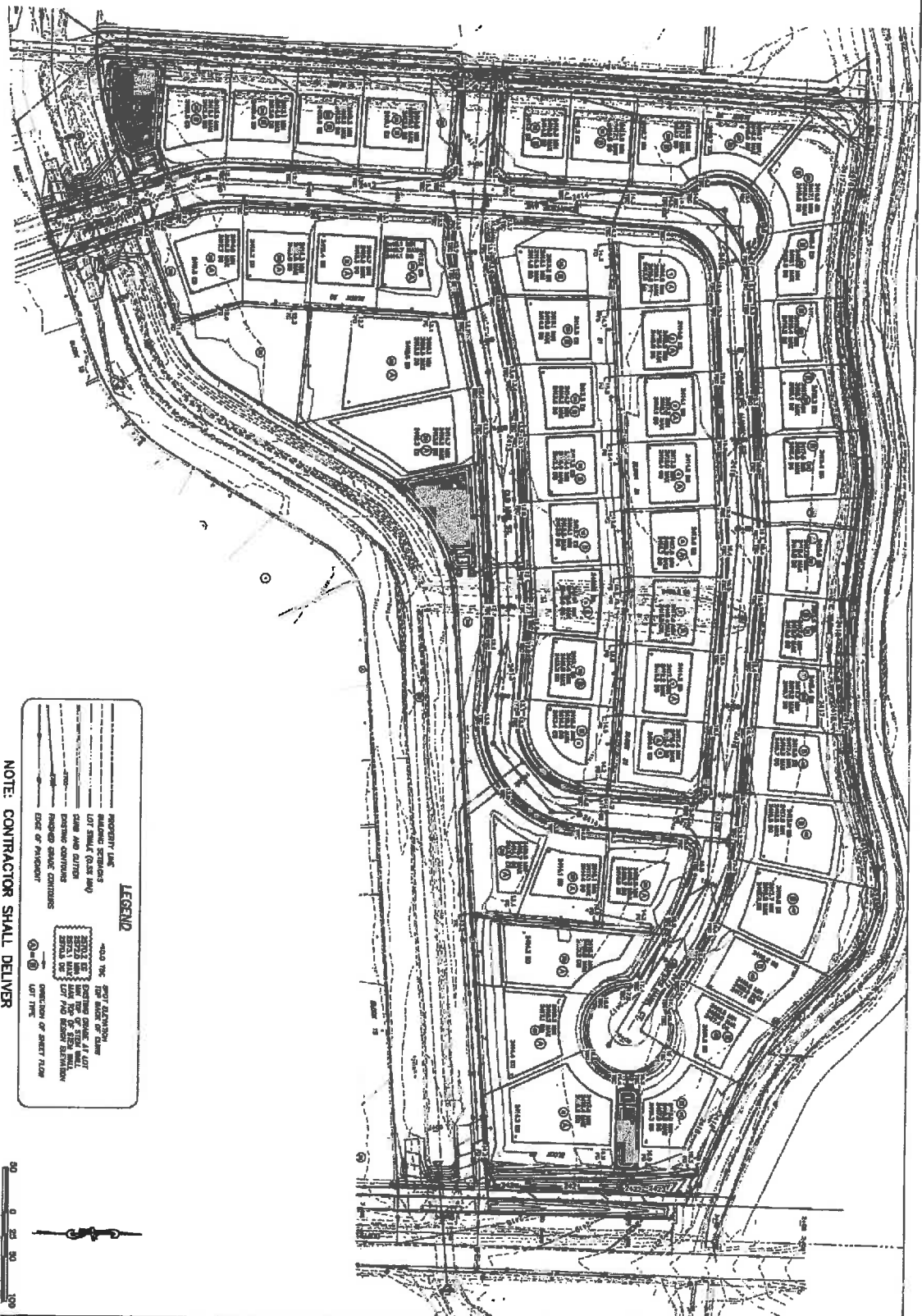

 SCALE 1" = 100'

Barry Engineering, Inc.
 Civil Engineering (Professional) CADD
 1000 S. 10th Street, Boise, Idaho 83702
 Phone: (208) 333-1111
 Fax: (208) 333-1112
 Email: info@barryeng.com
 Website: www.barryeng.com

THE PLAN AND MAP ABOVE OF THE SUBDIVISION ARE SUBJECT TO THE PROVISIONS OF THE IDAHO SUBDIVISION ACT AND THE REGULATIONS THEREIN TO THE EXTENT THEY APPLY TO THIS SUBDIVISION. FALCON VALLEY SUBDIVISION NO. 7.

TOTAL 9 LOTS, 64

<p align="center">FINAL PLAT</p> <p align="center">FALCON VALLEY SUBDIVISION NO. 7</p> <p align="center">TRILOGY DEVELOPMENT, INC.</p>	<p>PREPARED BY: [Name]</p> <p>DATE: [Date]</p>		<p align="center">Barry Engineering, Inc.</p> <p align="center">Civil Engineering Planning CADD</p> <p align="center">1000 S. 10th Street, Boise, Idaho 83702</p> <p align="center">Phone: (208) 333-1111 Fax: (208) 333-1112</p> <p align="center">Email: info@barryeng.com Website: www.barryeng.com</p>
	<p>DATE: [Date]</p> <p>SCALE: [Scale]</p>		

Ex. D-1



NOTE: CONTRACTOR SHALL DELIVER
DETAILED GRADING PLAN TO DEVELOPER.

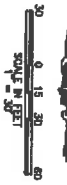
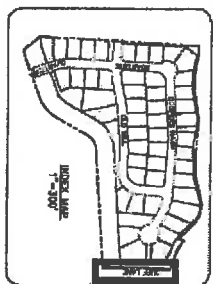
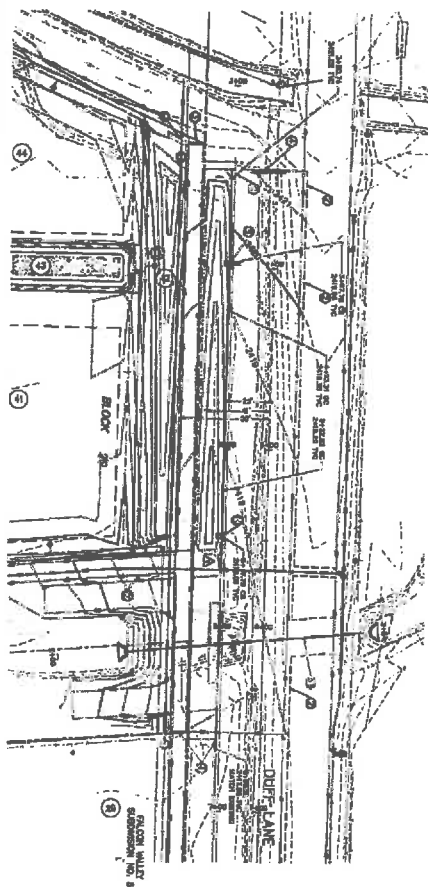
LEGEND

- PROPERTY LINE
- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED GRADE CONTIGUOUS
- EXISTING DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE CONTIGUOUS
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK CONTIGUOUS
- EXISTING CURB
- PROPOSED CURB
- PROPOSED CURB CONTIGUOUS
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- PROPOSED PAVEMENT CONTIGUOUS
- EXISTING CONCRETION
- PROPOSED CONCRETION
- PROPOSED CONCRETION CONTIGUOUS
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED ASPHALT CONTIGUOUS
- EXISTING GRAVEL
- PROPOSED GRAVEL
- PROPOSED GRAVEL CONTIGUOUS
- EXISTING SAND
- PROPOSED SAND
- PROPOSED SAND CONTIGUOUS
- EXISTING SOIL
- PROPOSED SOIL
- PROPOSED SOIL CONTIGUOUS
- EXISTING ROCK
- PROPOSED ROCK
- PROPOSED ROCK CONTIGUOUS
- EXISTING VEGETATION
- PROPOSED VEGETATION
- PROPOSED VEGETATION CONTIGUOUS
- EXISTING WATER
- PROPOSED WATER
- PROPOSED WATER CONTIGUOUS
- EXISTING UTILITIES
- PROPOSED UTILITIES
- PROPOSED UTILITIES CONTIGUOUS
- EXISTING EROSION CONTROL
- PROPOSED EROSION CONTROL
- PROPOSED EROSION CONTROL CONTIGUOUS
- EXISTING FENCE
- PROPOSED FENCE
- PROPOSED FENCE CONTIGUOUS
- EXISTING SIGN
- PROPOSED SIGN
- PROPOSED SIGN CONTIGUOUS
- EXISTING LIGHTING
- PROPOSED LIGHTING
- PROPOSED LIGHTING CONTIGUOUS
- EXISTING SECURITY
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- PROPOSED SECURITY CONTIGUOUS
- EXISTING OTHER
- PROPOSED OTHER
- PROPOSED OTHER CONTIGUOUS

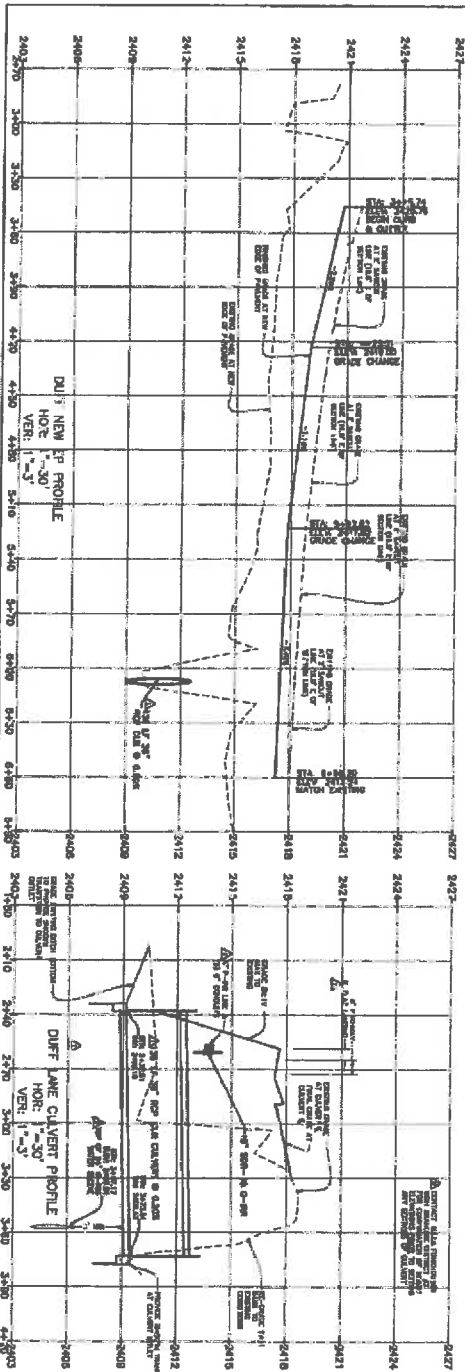


<p>33</p>	<p>GRADING PLAN</p>	<p>REVISED</p> <p>DATE: 11/11/2011</p> <p>BY: [Signature]</p> <p>FOR: [Signature]</p> <p>AT: 11-20-2011 CITY OF BERKLEY & INC.</p>		<p>Bailey Engineering, Inc.</p> <p>Civil, Engineering Planning CAD/CAM</p> <p>11000 Forest Greenway, Suite 200, Berkeley, CA 94704</p> <p>925.835.8800</p>
	<p>FALCON VALLEY SUBDIVISION NO. 7</p> <p>TRILOGY DEVELOPMENT, INC.</p>			

Ex. D-1



- NOTES:**
1. ROADWAY DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS NOT INVESTIGATED THE DEPTHS OF UTILITIES.
 3. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 4. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 5. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 6. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 7. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 8. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 9. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.
 10. THE ROADWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 4% GRADE.



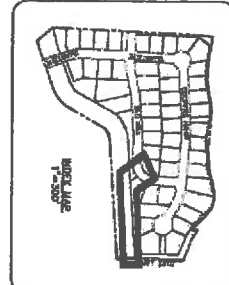
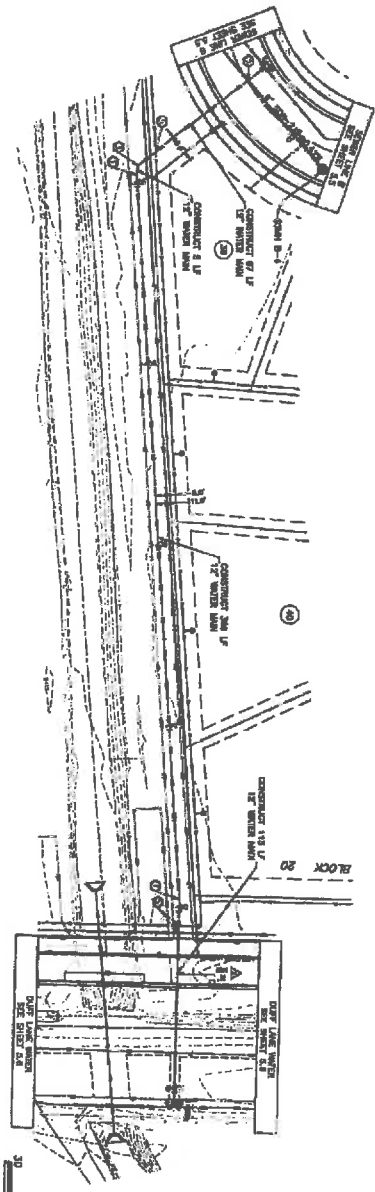
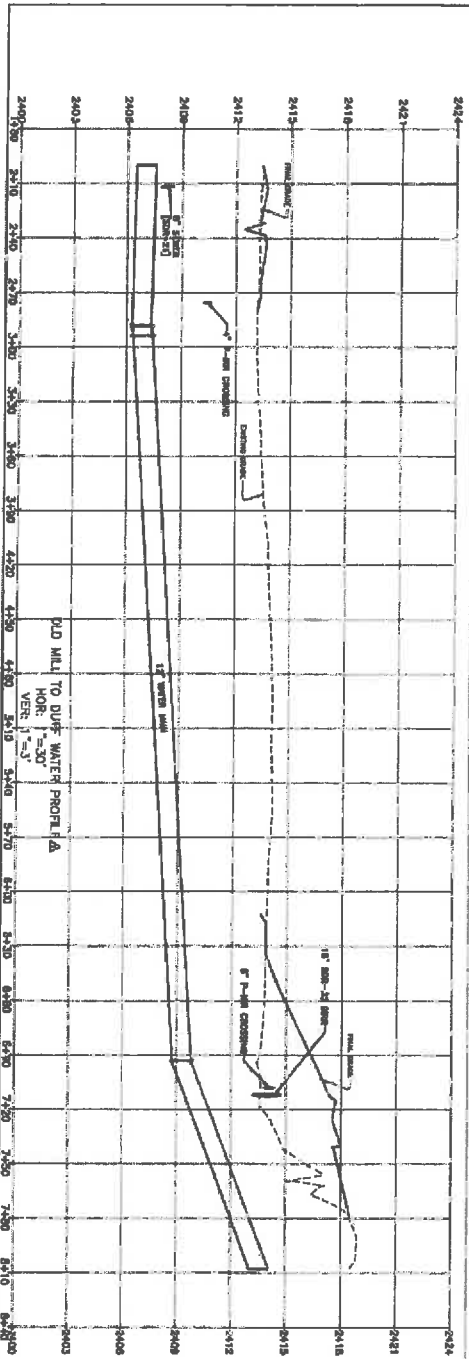
ROADWAY PLAN & PROFILE
FALCON VALLEY SUBDIVISION NO. 7
TRILOGY DEVELOPMENT, INC.

4.6

NO.	DATE	REVISION
1	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
2	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
3	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
4	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
5	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
6	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
7	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
8	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
9	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS
10	01-15-2011	REVISED PER CITY OF SAN JOSE COMMENTS

Bulley Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 1100 S. ST. JOSE AVENUE, SUITE 200
 SAN JOSE, CA 95128
 TEL: 408.261.1111
 WWW.BULLEYENGINEERING.COM

Ex. D-1

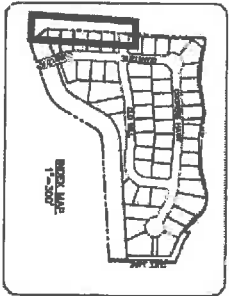
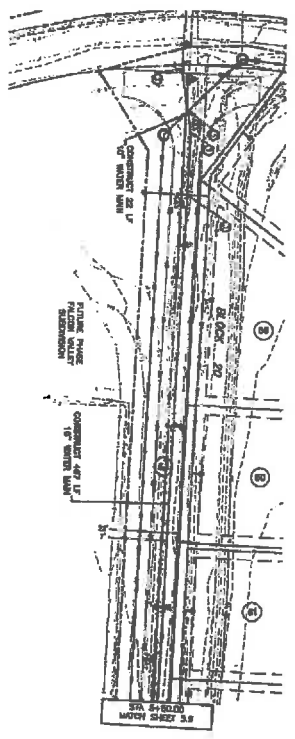
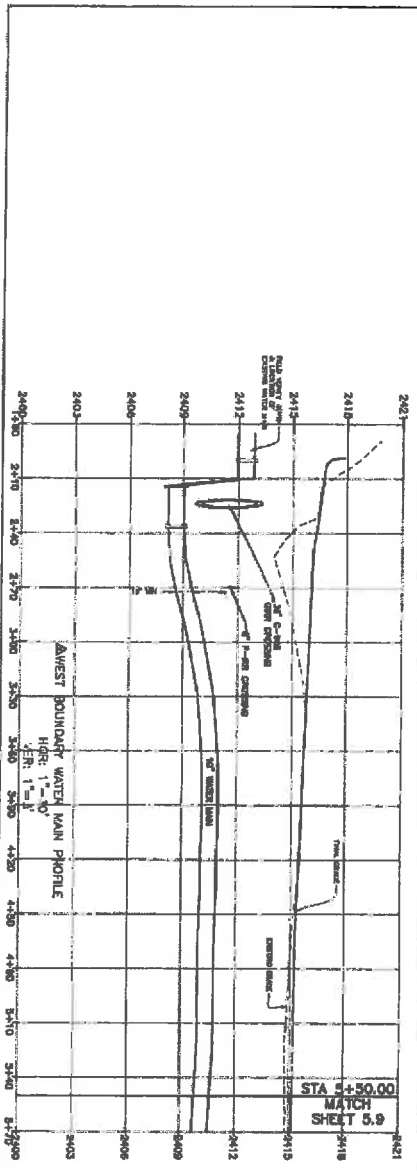


NOTICE TO THE CONTRACTOR
 THIS PLAN IS TO BE CONSIDERED AS AMENDED FOR THE
 CONSTRUCTION OF THE WATER MAIN AND THE
 INSTALLATION OF THE WATER MAIN.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 VERIFYING THE LOCATION AND DEPTH OF ALL
 UTILITIES PRIOR TO CONSTRUCTION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY PERMITS AND
 APPROVALS FROM THE CITY OF TWIN FALLS.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 PROTECTING ALL EXISTING UTILITIES AND
 STRUCTURES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 MAINTAINING ACCESS TO ALL ADJACENT
 PROPERTIES AT ALL TIMES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 CLEANING UP ALL DEBRIS AND RESTORING
 THE SITE TO ITS ORIGINAL CONDITION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 PROVIDING ALL NECESSARY SAFETY MEASURES
 DURING CONSTRUCTION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY INSURANCE
 COVERAGE.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 COMPLYING WITH ALL APPLICABLE
 REGULATIONS AND ORDINANCES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 MAINTAINING ALL RECORDS OF CONSTRUCTION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 PROVIDING ALL NECESSARY DOCUMENTATION
 TO THE CITY OF TWIN FALLS.

- REVISIONS**
- 1. 11-17-09
 - 2. 11-17-09
 - 3. 11-17-09
 - 4. 11-17-09
 - 5. 11-17-09
 - 6. 11-17-09
 - 7. 11-17-09
 - 8. 11-17-09
 - 9. 11-17-09
 - 10. 11-17-09

	<p>WATER PLAN & PROFILE FALCON VALLEY SUBDIVISION NO. 7 TRIOLOGY DEVELOPMENT, INC.</p>	<p>REVISIONS NO. DATE DESCRIPTION 1-11-09 CITY OF TWIN FALLS 2-11-09 CITY OF TWIN FALLS</p>	<p>BAILEY ENGINEERING, INC. CIVIL ENGINEERS PLANNING CADD 1100 N. STATE STREET, SUITE 205 TWIN FALLS, IDAHO 83402</p>
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Ex. D-1



GENERAL NOTES:

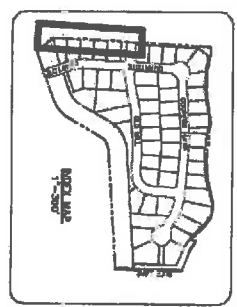
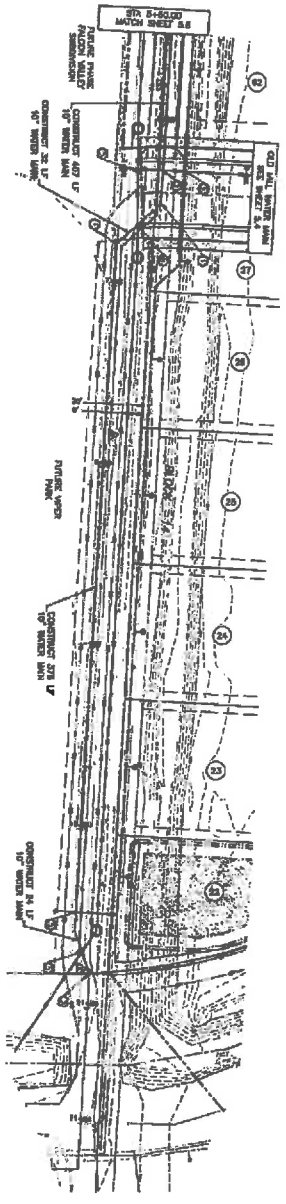
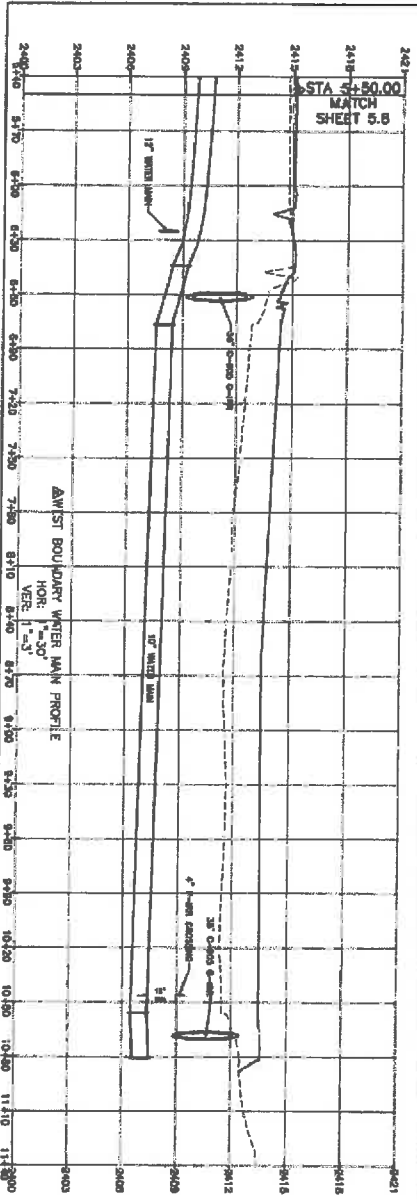
1. SEE SHEET 5.8 FOR THE LOCATION OF THE WATER MAIN.
2. CONCRETE 24" DIAMETER MANHOLES AND VALVES SHALL BE SET AS SHOWN ON THE PLAN AND PROFILE. THE MANHOLES SHALL BE SET TO THE FINISH GRADE OF THE ADJACENT DRIVEWAY OR SIDEWALK. THE VALVES SHALL BE SET TO THE FINISH GRADE OF THE ADJACENT DRIVEWAY OR SIDEWALK.
3. THE WATER MAIN SHALL BE INSTALLED AT A DEPTH OF 48" BELOW FINISH GRADE.
4. THE WATER MAIN SHALL BE INSTALLED IN A TRENCH WITH A MINIMUM WIDTH OF 24" AND A MINIMUM DEPTH OF 48".
5. THE TRENCH SHALL BE BACKFILLED WITH 3/4" CLEAN SAND.
6. THE WATER MAIN SHALL BE PROTECTED BY A 12" CONCRETE SLAB WITH 4" REINFORCING BARS.
7. THE WATER MAIN SHALL BE INSTALLED IN A TRENCH WITH A MINIMUM WIDTH OF 24" AND A MINIMUM DEPTH OF 48".
8. THE TRENCH SHALL BE BACKFILLED WITH 3/4" CLEAN SAND.
9. THE WATER MAIN SHALL BE PROTECTED BY A 12" CONCRETE SLAB WITH 4" REINFORCING BARS.

REVISIONS:

NO.	DATE	DESCRIPTION
1	08/15/11	ISSUED FOR PERMIT

5.8	WATER PLAN & PROFILE FALCON VALLEY SUBDIVISION NO. 7 TRILOGY DEVELOPMENT, INC.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;"> REVISIONS NO. DATE DESCRIPTION 1 08/15/11 ISSUED FOR PERMIT </td> </tr> </table>	REVISIONS NO. DATE DESCRIPTION 1 08/15/11 ISSUED FOR PERMIT	
REVISIONS NO. DATE DESCRIPTION 1 08/15/11 ISSUED FOR PERMIT				
BAILEY ENGINEERING, INC. CIVIL ENGINEERING PLANNING CADD 1100 S. GARDEN STREET, SUITE 200 DANA POINT, CALIFORNIA 92629 TEL: 949.441.1111 FAX: 949.441.1112				

Ex. D-1



NOTES:

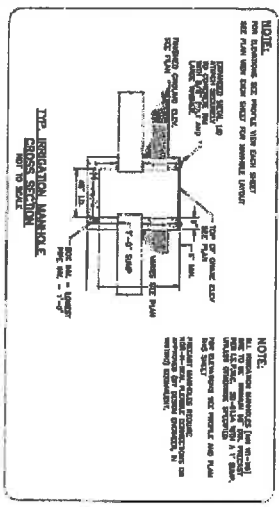
1. GENERAL NOTES TO BE REFERRED TO AS PART OF THIS PLAN.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR WATER MAINS.
3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES CROSSINGS.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE WATER MAINS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR WATER MAINS.
10. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

REVISIONS:

NO.	DATE	DESCRIPTION
1	01/15/20	ISSUED FOR PERMITTING
2	02/10/20	REVISED TO REFLECT PERMITTING COMMENTS
3	03/05/20	REVISED TO REFLECT FIELD CHANGES
4	04/20/20	REVISED TO REFLECT FINAL APPROVALS

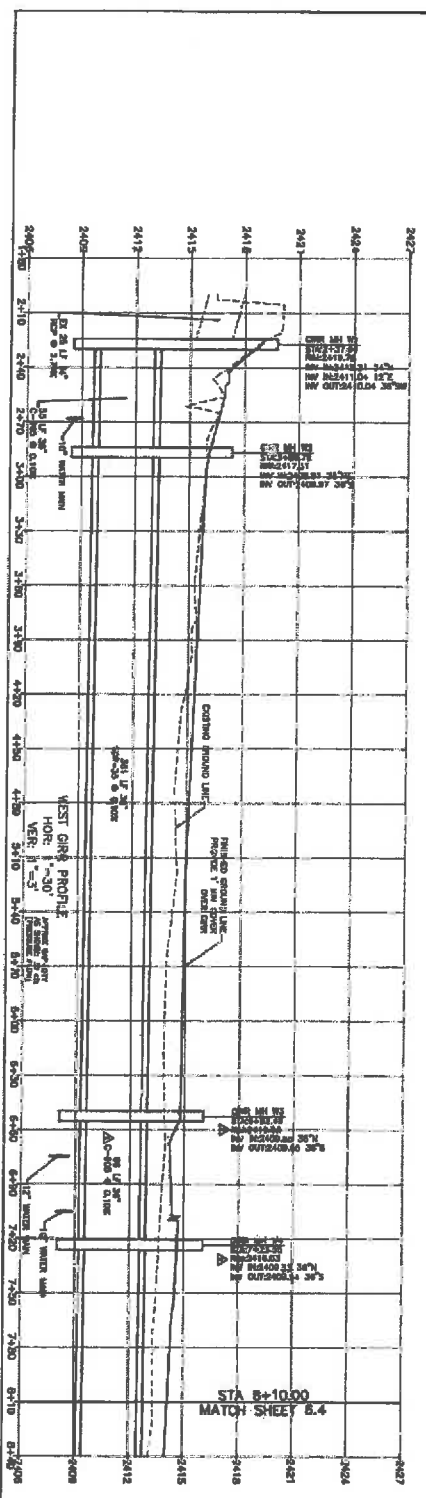
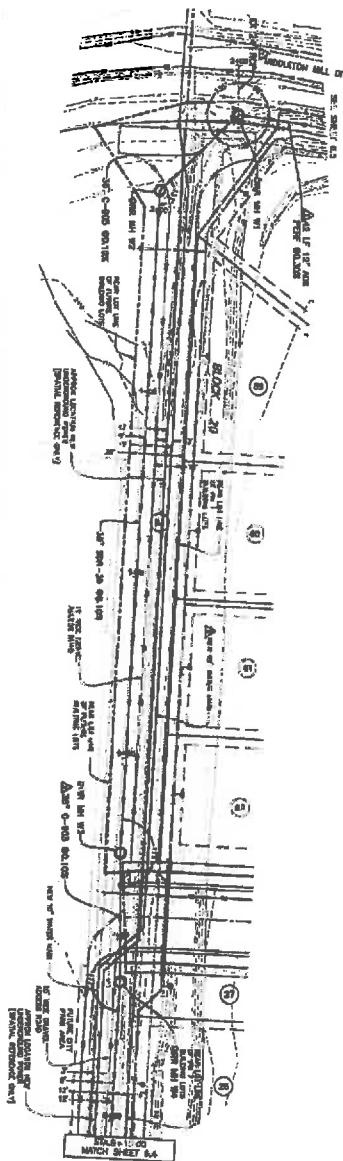
	<p>5.9</p> <p>PROJECT: WATER PLAN & PROFILE SUBJECT: FALCON VALLEY SUBDIVISION NO. 7 CLIENT: TRILOGY DEVELOPMENT, INC.</p>	<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">NO.</td> <td style="width: 15%;">DATE</td> <td style="width: 80%;">DESCRIPTION</td> </tr> <tr> <td>1</td> <td>01/15/20</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>2</td> <td>02/10/20</td> <td>REVISED TO REFLECT PERMITTING COMMENTS</td> </tr> <tr> <td>3</td> <td>03/05/20</td> <td>REVISED TO REFLECT FIELD CHANGES</td> </tr> <tr> <td>4</td> <td>04/20/20</td> <td>REVISED TO REFLECT FINAL APPROVALS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	01/15/20	ISSUED FOR PERMITTING	2	02/10/20	REVISED TO REFLECT PERMITTING COMMENTS	3	03/05/20	REVISED TO REFLECT FIELD CHANGES	4	04/20/20	REVISED TO REFLECT FINAL APPROVALS
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1	01/15/20	ISSUED FOR PERMITTING															
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3	03/05/20	REVISED TO REFLECT FIELD CHANGES															
4	04/20/20	REVISED TO REFLECT FINAL APPROVALS															
<p>BAILEY Engineering, Inc. CIVIL ENGINEERING PLANNING CADD 17000 STATE STREET, SUITE 200 BAKE, UTAH 84003 TEL: 801-588-8888 WWW.BAILEYENGINEERING.COM</p>																	

Ex. D-1



NOTE:
 SEE DRAWING FOR TYPICAL 18\"/>

NOTE:
 SEE DRAWING FOR TYPICAL 18\"/>



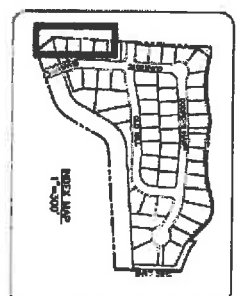
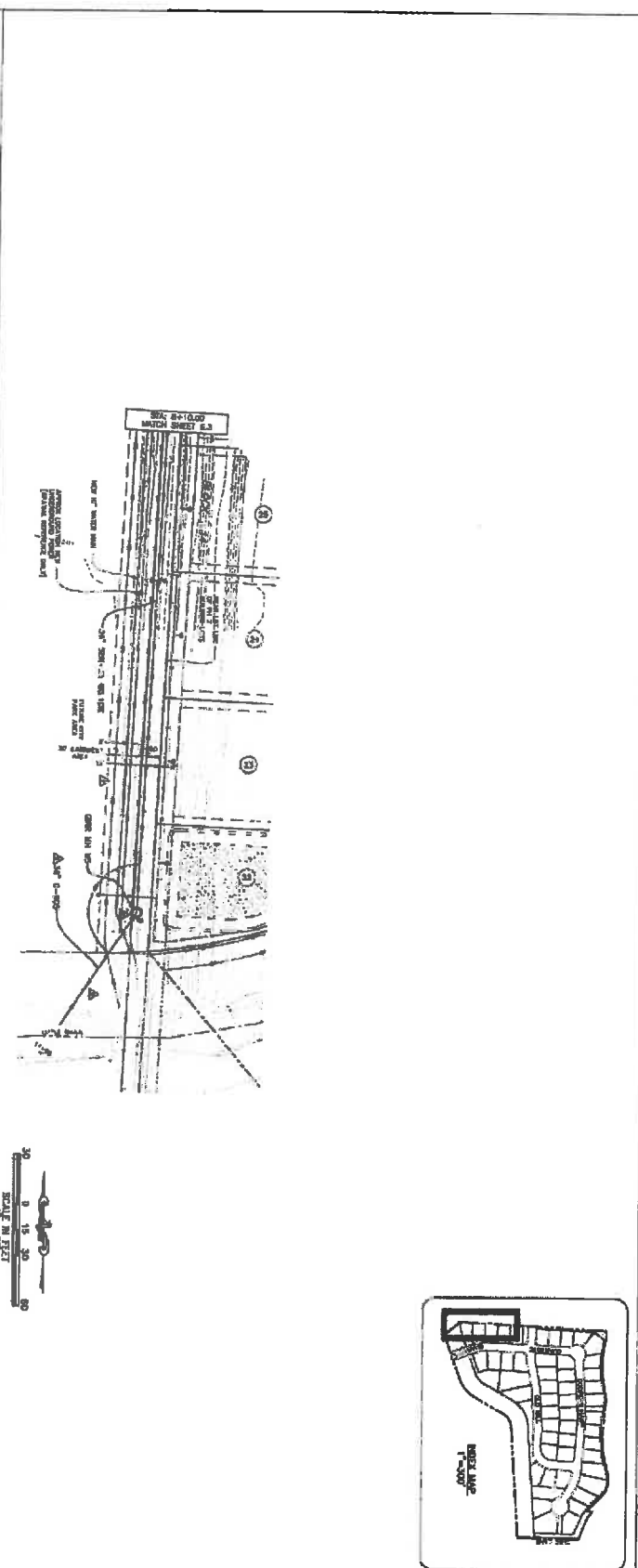
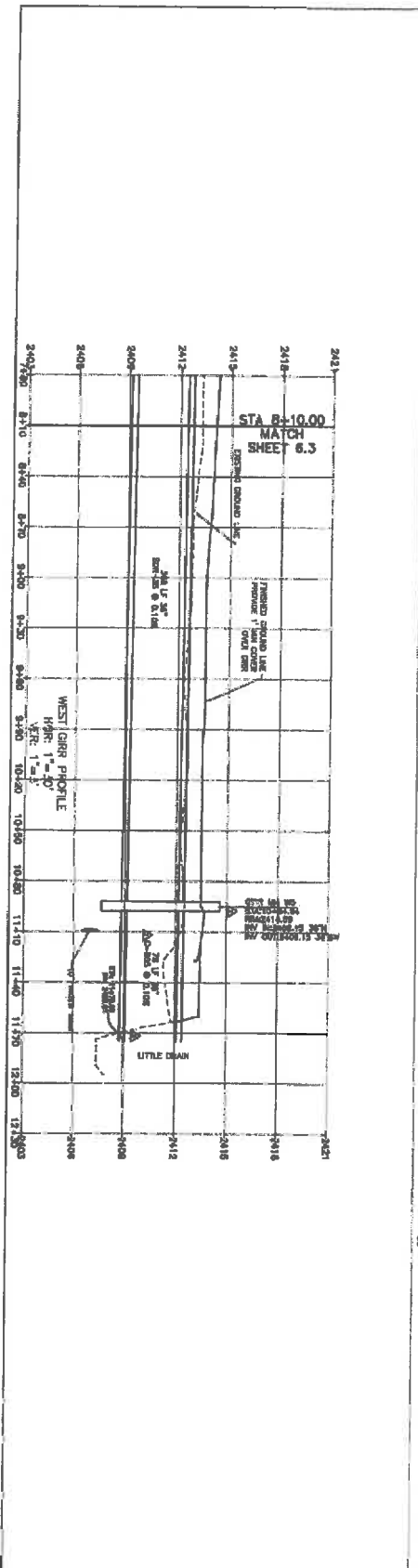
GRAVITY IRRIGATION PLAN & PROFILE
FALCON VALLEY SUBDIVISION NO. 7
TRILOGY DEVELOPMENT, INC.

REVISED	DATE	BY
NO. 1	11-20-03	J. J. BROWN
NO. 2	11-20-03	J. J. BROWN
NO. 3	11-20-03	J. J. BROWN
NO. 4	11-20-03	J. J. BROWN
NO. 5	11-20-03	J. J. BROWN
NO. 6	11-20-03	J. J. BROWN
NO. 7	11-20-03	J. J. BROWN
NO. 8	11-20-03	J. J. BROWN
NO. 9	11-20-03	J. J. BROWN
NO. 10	11-20-03	J. J. BROWN



Balley Engineering, Inc.
 Civil, Engineering, Planning, CADD
 110 S. GARD STREET, SUITE 200
 FALCON VALLEY, CA 94502
 TEL: 925-462-8800
 FAX: 925-462-8801

Ex. D-1



6.4 SHEET OF 10	GRAVITY IRRIGATION PLAN & PROFILE		REVISED BY: RALPH WOODRUFF DATE: 10/15/2010 CHECKED BY: RALPH WOODRUFF DATE: 10/15/2010		
	FALCON VALLEY SUBDIVISION NO. 7				
	TRILOGY DEVELOPMENT, INC.				
		CIVIL ENGINEERING PLANNING CADD 1101 S. 20TH STREET, SUITE 200 WELLS, NC 27585 TEL: 336.448.0000 WWW.BAILEYENGINEERING.COM			

Ex. D-1