

Project Name: Harris Ranch
Project No.: Dallas Harris Estates
Townhomes Sub. No. 4

WHEN RECORDED RETURN TO:

Spink Butler, LLP
PO Box 639
Boise, ID 83701

(Reserved for Ada County Recorder)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (the "Easement"). is made and entered into this 19th day of August 2017, by and between Barber Valley Development, Inc., hereinafter referred to as "GRANTOR," Barber Valley Irrigation, Inc., an Idaho corporation hereinafter referred to as "IRRIGATION CO." and the City of Boise, a body politic and corporate of the State of Idaho, hereinafter referred to as "CITY";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR is in the process of obtaining final plat (the "Plat") for the subdivision under the name of the Dallas Harris Estates Townhomes Subdivision No. 4 located in the City of Boise, County of Ada, State of Idaho (the "DHETH #4"). GRANTOR shall install, or has installed underneath the Improvements a pressure irrigation system which IRRIGATION CO. shall own, operate and maintain.

1.2 GRANTOR desires to grant this easement on, over and across the real property within DHETH #4 shown as cross-hatched on the Drawing for Boise City Sidewalk Easements attached hereto as Exhibit "A" (the "Servient Estate") to the CITY for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk and own, operate and maintain a pressure irrigation system (hereinafter the "Improvements") thereon.

1.3 On the terms and conditions hereinafter set forth CITY accepts the responsibility to hold in trust a system of public sidewalks that are to be constructed by GRANTOR on the Servient Estate, and upon GRANTOR's completion of construction of the Improvements on, over and across the Servient Estate, and when CITY has accepted the same, CITY desires that the Improvements and the Servient Estate become a part of its responsibility for the CITY and the public use hereinafter described. CITY's sidewalk system is hereinafter referred to as the "Dominant Estate."

1.4 The Improvements shall be maintained by the Harris Ranch homeowners association pursuant to the section 7.8 of the Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements recorded October 8, 2010 as Instrument No. 110094905, records of Ada County, Idaho added by that Fifth Amendment to Supplement to Amended and Restated Master Declaration of Covenants, Conditions,

Restrictions and Easements recorded January 17, 2012 as Instrument No. 112004328 records of Ada County, Idaho. Nothing herein shall be construed as a waiver of the CITY'S right to maintain or recover costs for maintaining the Improvements if the CITY deems necessary.

SECTION 2. Grant and Authorized Use.

2.1 GRANTOR hereby grants to CITY a perpetual and non-exclusive easement for a public right-of-way on, over and across the Servient Estate for the Improvements as shown Exhibit "A" attached hereto and incorporated herein, for use by those members of the public who are pedestrians (as defined in *Idaho Code*, section 49-117) and by bicyclists (if the Servient Estate is located in an area where bicycles are allowed to be ridden on sidewalks), and the statutory rights, if any, of utilities to use the public right-of-way, and for CITY, its employees, agents and contractors access to inspect, repair and maintain the Improvements.

SECTION 3. Reservation of Access for Construction by GRANTOR; Covenant to Construct; Repair and Maintenance.

3.1 GRANTOR reserves access to and from the Servient Estate for GRANTOR and GRANTOR's employees, agents and contractors to construct the Improvements thereon and install underneath the Improvements a pressure irrigation system and shall own, operate and maintain the pressure irrigation system.

3.2 IRRIGATION CO. shall, at no cost to the CITY, maintain, repair and replace, when necessary, the pressurized irrigation system and any surface improvements necessary thereto.

3.3 GRANTOR covenants and agrees to construct the Improvements on the Servient Estate in accordance with designs approved in advance by CITY, in writing, CITY policies and good engineering practices, at no cost or expense to CITY.

SECTION 4. Term of Easement.

4.1 The term of the Easement herein granted to CITY is perpetual.

SECTION 5. Covenants Run with the Land.

5.1 This Easement is a burden upon the Servient Estate and appurtenant to and for the benefit of the Dominant Estate, and shall run with the land. There are no reversionary interests. No portion of the Easement shall be located within the Ada County Highway District public right-of-way.

SECTION 6. Recordation.

6.1 This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

SECTION 7. Covenants.

7.1 GRANTOR covenants to CITY that CITY shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, (b) GRANTOR warrants to the CITY that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to CITY.

TO HAVE AND TO HOLD this Easement unto the CITY forever.

IN WITNESS WHEREOF, this Easement has been duly executed by Barber Valley Development, Inc. the GRANTOR, agreed to by the Barber Valley Irrigation, Inc. and accepted by the CITY the day, month and year herein first above written.

GRANTOR
Barber Valley Development, Inc.

CITY (Grantee)
City of Boise City

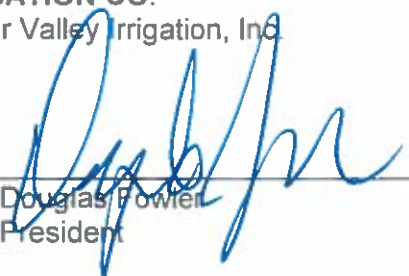


By: Douglas Fowler
Its: President

By: David H. Bieter
Its: Mayor

IRRIGATION CO.
Barber Valley Irrigation, Inc.

Attest:



By: Douglas Fowler
Its: President

By: Lynda Lowry
Its: Ex Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of August, in the year 2017, before me, Sarah Martz, a Notary Public in and for said State, personally appeared **Douglas Fowler**, known or identified to me to be the President of BARBER VALLEY DEVELOPMENT, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

S
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A
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Sarah Martz
Notary Public for Idaho
My commission expires on 11/10/17

STATE OF IDAHO)
) ss.
County of Ada)

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Sarah Martz
Notary Public for Idaho
My commission expires on 11/10/17

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, in the year 2017, before me, _____, a Notary Public in and for said State, personally appeared **David H. Bieter**, known or identified to me to be the Mayor of the City of Boise City, the city that executed said instrument, and acknowledged to me that the City of Boise City executed the same.

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

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Notary Public for Idaho
My commission expires on _____

STATE OF IDAHO)
) ss.
County of Ada)

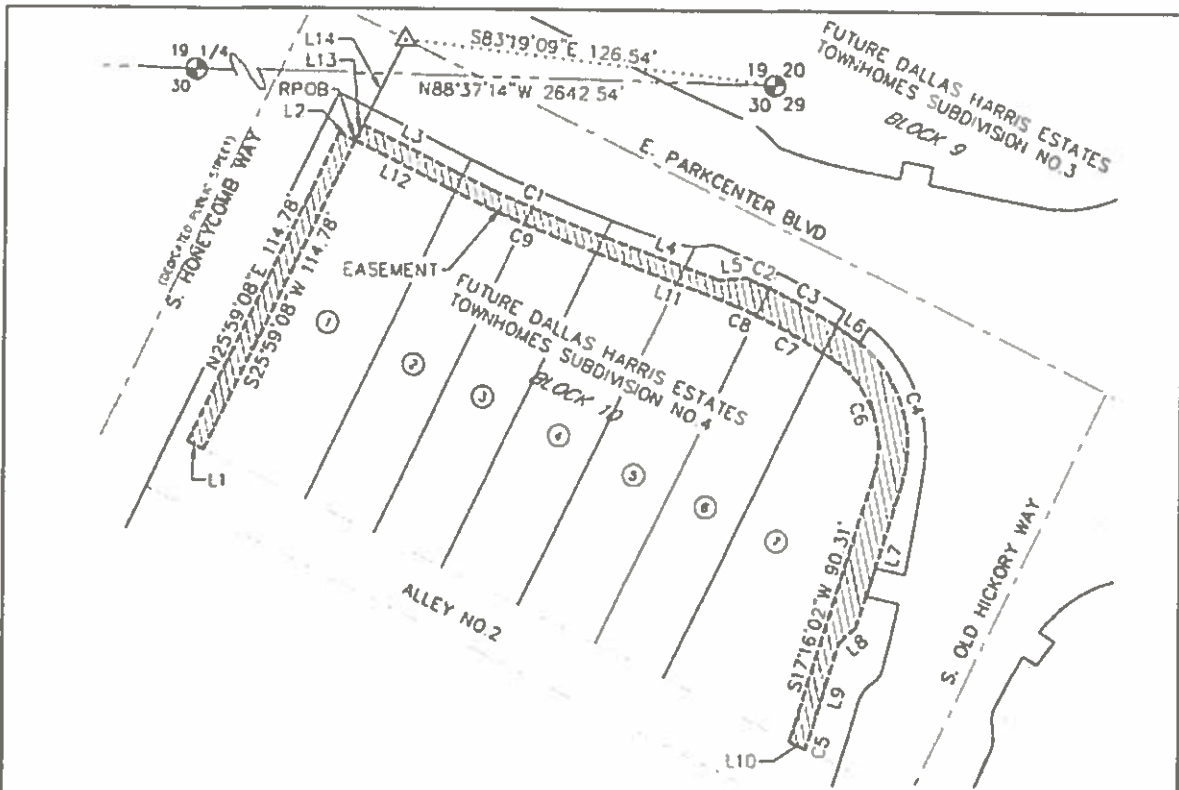
On this ____ day of _____, in the year 2017, before me, _____, a Notary Public in and for said State, personally appeared **Lynda Lowry**, known or identified to me to be the Ex Officio City Clerk of the City of Boise City, the city that executed said instrument, and acknowledged to me that the City of Boise City executed the same.

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

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Notary Public for Idaho
My commission expires on _____

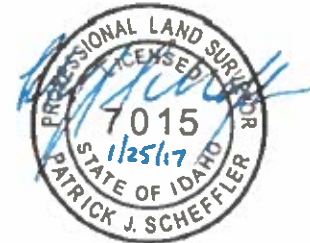
EXHIBIT "A"



LINE TABLE			CURVE TABLE					
LINE	LENGTH	BEARING	CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
L1	6.00	N84°00'52"W	C1	525.50	55.29	55.26	S67°09'58"E	5°01'41"
L2	6.00	S64°00'52"E	C2	110.00	8.52	8.52	S66°59'09"E	4°26'23"
L3	35.07	S64°00'52"E	C3	223.00	25.70	25.68	S61°32'14"E	6°27'29"
L4	41.31	S70°02'33"E	C4	45.00	53.46	50.37	S16°46'08"E	58°04'20"
L5	9.44	N84°57'58"E	C5	578.00	3.97	3.97	S17°27'50"W	0°23'37"
L6	10.00	S55°30'06"E	C6	35.00	45.38	42.27	N19°52'33"W	74°7'10"
L7	50.26	S17°16'02"W	C7	218.00	29.48	29.45	N60°53'33"W	7°44'50"
L8	7.61	S48°59'01"W	C8	100.00	9.21	9.21	N67°24'16"W	5°16'35"
L9	33.55	S17°16'02"W	C9	531.50	55.92	55.89	N67°01'42"W	6°01'41"
L10	5.06	N64°00'52"W						
L11	49.14	N70°02'33"N						
L12	35.07	N64°00'52"W						
L13	6.00	N25°59'08"E						
L14	38.00	N25°59'08"E						



SCALE: 1" = 50'



IDAHO SURVEY GROUP, P.C. <small>1450 E. WATERTONDALE ST SUITE 120 MERIDIAN, IDAHO 83642 (208) 848-8370</small>	EXHIBIT "A" DRAWING FOR BOISE CITY SIDEWALK EASEMENT - DALLAS HARRIS ESTATES TOWNHOME SUBDIVISION NO.4	<small>JOB NO. 18-239</small>
	<small>PORTIONS OF THE NE 1/4 OF SECTION 30 AND NW 1/4 SECTION 29, 13N, R. 1E, 04W, BOISE, ADA COUNTY, IDAHO</small>	<small>SHEET NO. 1</small>
		<small>DWG DATE 1/25/2017</small>

Project Name: Harris Ranch
Project No.: Dallas Harris Estates
Townhomes Sub. No. 3

WHEN RECORDED RETURN TO:
Spink Butler, LLP
PO Box 639
Boise, ID 83701

(Reserved for Ada County Recorder)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (the "Easement"). is made and entered into this 19th day of August 2017, by and between Barber Valley Development, Inc., hereinafter referred to as "GRANTOR," Barber Valley Irrigation, Inc., an Idaho corporation hereinafter referred to as "IRRIGATION CO." and the City of Boise, a body politic and corporate of the State of Idaho, hereinafter referred to as "CITY";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR is in the process of obtaining final plat (the "Plat") for the subdivision under the name of the Dallas Harris Estates Townhomes Subdivision No.3 located in the City of Boise, County of Ada, State of Idaho ("DHETH #3"). GRANTOR shall install, or has installed underneath the Improvements a pressure irrigation system which IRRIGATION CO. shall own, operate and maintain.

1.2 GRANTOR desires to grant this easement on, over and across the real property within DHETH #3 shown as cross-hatched on the Drawing for Boise City Sidewalk Easements attached hereto as Exhibit "A" (the "Servient Estate") to the CITY for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk and own, operate and maintain a pressure irrigation system (hereinafter the "Improvements") thereon.

1.3 On the terms and conditions hereinafter set forth CITY accepts the responsibility to hold in trust a system of public sidewalks that are to be constructed by GRANTOR on the Servient Estate, and upon GRANTOR's completion of construction of the Improvements on, over and across the Servient Estate, and when CITY has accepted the same, CITY desires that the Improvements and the Servient Estate become a part of its responsibility for the CITY and the public use hereinafter described. CITY's sidewalk system is hereinafter referred to as the "Dominant Estate."

1.4 The Improvements shall be maintained by the Harris Ranch homeowners association pursuant to the section 7.8 of the Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements recorded October 8,2010 as Instrument No. 110094905, records of Ada County, Idaho added by that Fifth Amendment to Supplement to Amended and Restated Master Declaration of Covenants, Conditions,

Restrictions and Easements recorded January 17, 2012 as Instrument No. 112004328 records of Ada County, Idaho. Nothing herein shall be construed as a waiver of the CITY'S right to maintain or recover costs for maintaining the Improvements if the CITY deems necessary.

SECTION 2. Grant and Authorized Use.

2.1 GRANTOR hereby grants to CITY a perpetual and non-exclusive easement for a public right-of-way on, over and across the Servient Estate for the Improvements as shown Exhibit "A" attached hereto and incorporated herein, for use by those members of the public who are pedestrians (as defined in *Idaho Code*, section 49-117) and by bicyclists (if the Servient Estate is located in an area where bicycles are allowed to be ridden on sidewalks), and the statutory rights, if any, of utilities to use the public right-of-way, and for CITY, its employees, agents and contractors access to inspect, repair and maintain the Improvements.

SECTION 3. Reservation of Access for Construction by GRANTOR; Covenant to Construct; Repair and Maintenance.

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4.1 The term of the Easement herein granted to CITY is perpetual.

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6.1 This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

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TO HAVE AND TO HOLD this Easement unto the CITY forever.

IN WITNESS WHEREOF, this Easement has been duly executed by Barber Valley Development, Inc. the GRANTOR, agreed to by the Barber Valley Irrigation, Inc. and accepted by the CITY the day, month and year herein first above written.

GRANTOR
Barber Valley Development, Inc.

CITY (Grantee)
City of Boise City



By: Douglas Fowler
Its: President

By: David H. Bieter
Its: Mayor

IRRIGATION CO.
Barber Valley Irrigation, Inc.

Attest:



By: Douglas Fowler
Its: President

By: Lynda Lowry
Its: Ex Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

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

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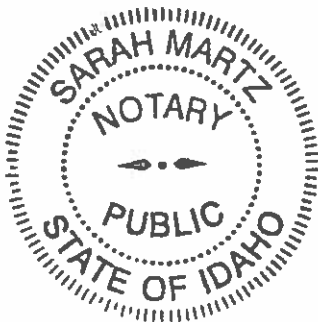
Sarah Martz
Notary Public for Idaho
My commission expires on 11/10/17

STATE OF IDAHO)
) ss.
County of Ada)

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Sarah Martz
Notary Public for Idaho
My commission expires on 11/10/17

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, in the year 2017, before me, _____, a Notary Public in and for said State, personally appeared **David H. Bieter**, known or identified to me to be the Mayor of the City of Boise City, the city that executed said instrument, and acknowledged to me that the City of Boise City executed the same.

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My commission expires on _____

STATE OF IDAHO)
) ss.
County of Ada)

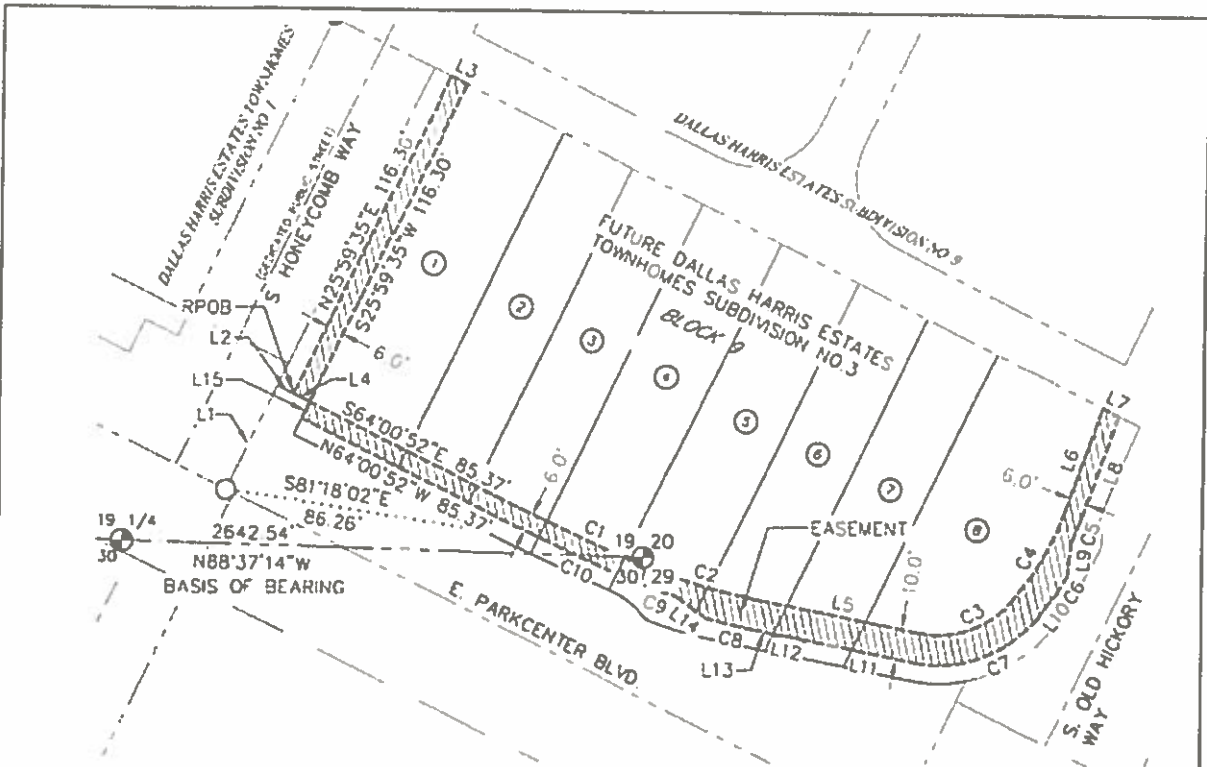
On this ____ day of _____, in the year 2017, before me, _____, a Notary Public in and for said State, personally appeared **Lynda Lowry**, known or identified to me to be the Ex Officio City Clerk of the City of Boise City, the city that executed said instrument, and acknowledged to me that the City of Boise City executed the same.

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My commission expires on _____

EXHIBIT "A"

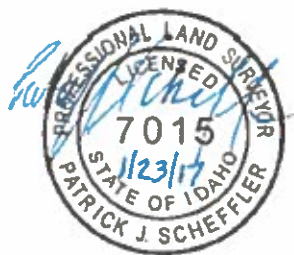


LINE TABLE		
LINE	LENGTH	BEARING
L1	38.00	N25°59'35\"E
L2	6.00	S64°00'52\"E
L3	6.00	S64°00'25\"E
L4	6.00	S64°00'52\"E
L5	55.93	S79°04'19\"E
L6	36.75	N19°52'50\"E
L7	5.33	S64°00'25\"E
L8	36.31	S19°52'50\"W
L9	10.92	S5°52'16\"W
L10	10.03	S26°22'19\"W
L11	37.56	N79°04'19\"W
L12	10.00	N79°04'19\"W
L13	8.43	N79°04'19\"W
L14	11.92	N53°50'23\"W
L15	6.00	N25°59'35\"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG	DELTA
C1	455.65	42.43	42.41	S66°34'57\"E	5°00'18\"
C2	200.00	34.86	34.82	S74°04'44\"E	9°59'12\"
C3	31.50	33.68	32.10	N70°18'00\"E	6°15'22\"
C4	99.97	34.48	34.30	N29°45'39\"E	19°46'04\"
C5	105.00	5.78	5.78	S22°15'12\"W	4°44'43\"
C6	113.00	7.01	7.01	S31°00'53\"W	3°39'02\"
C7	4.51	45.78	43.50	S69°19'27\"W	63°12'13\"
C8	210.00	15.00	14.99	N77°01'35\"W	4°05'28\"
C9	205.00	9.98	9.98	N70°29'55\"W	2°46'30\"
C10	461.01	43.05	43.04	N66°35'15\"W	5°21'03\"



SCALE: 1" = 50'



IDAHO SURVEY GROUP, P.C. <small>145 E. WATER TOWER ST. SUITE 120 MERIDIAN, IDAHO 83642 (208) 646-8570</small>	EXHIBIT "A" DRAWING FOR BOISE CITY SIDEWALK EASEMENT - DALLAS HARRIS ESTATES TOWNHOME SUBDIVISION NO.3		JOB NO 16-238
	PORTIONS OF THE SE 1/4 OF SECTION 19, SW 1/4 SECTION 22, NE 1/4 OF SECTION 30, NW 1/4 OF SECTION 29, T36N, R3E, S4W, BOISE, ADA COUNTY, IDAHO		SHEET NO 1 DWG DATE 1/24/2017

Project Name: Harris Ranch
Project No.: Dallas Harris Estates
Townhomes Sub. No. 5

WHEN RECORDED RETURN TO:

Spink Butler, LLP
PO Box 639
Boise, ID 83701

(Reserved for Ada County Recorder)

SIDEWALK EASEMENT

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WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR is in the process of obtaining final plat (the "Plat") for the subdivision under the name of the Dallas Harris Estates Townhomes Subdivision No. 5 located in the City of Boise, County of Ada, State of Idaho (the "DHETH #5"). GRANTOR shall install, or has installed underneath the Improvements a pressure irrigation system which IRRIGATION CO. shall own, operate and maintain.

1.2 GRANTOR desires to grant this easement on, over and across the real property within DHETH #5 shown as cross-hatched on the Drawing for Boise City Sidewalk Easements attached hereto as Exhibit "A" (the "Servient Estate") to the CITY for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk and own, operate and maintain a pressure irrigation system (hereinafter the "Improvements") thereon.

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GRANTOR
Barber Valley Development, Inc.

CITY (Grantee)
City of Boise City

By: 
Its: President

By: _____
Its: Mayor

IRRIGATION CO.
Barber Valley Irrigation, Inc.

Attest:

By: 
Its: President

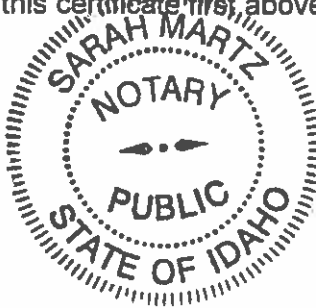
By: _____
Its: Ex Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

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Notary Public for Idaho
My commission expires on 11/10/17

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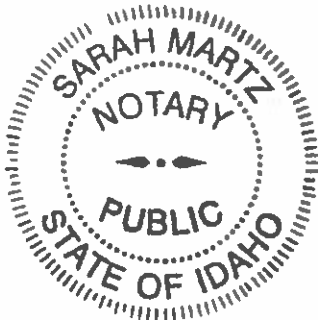
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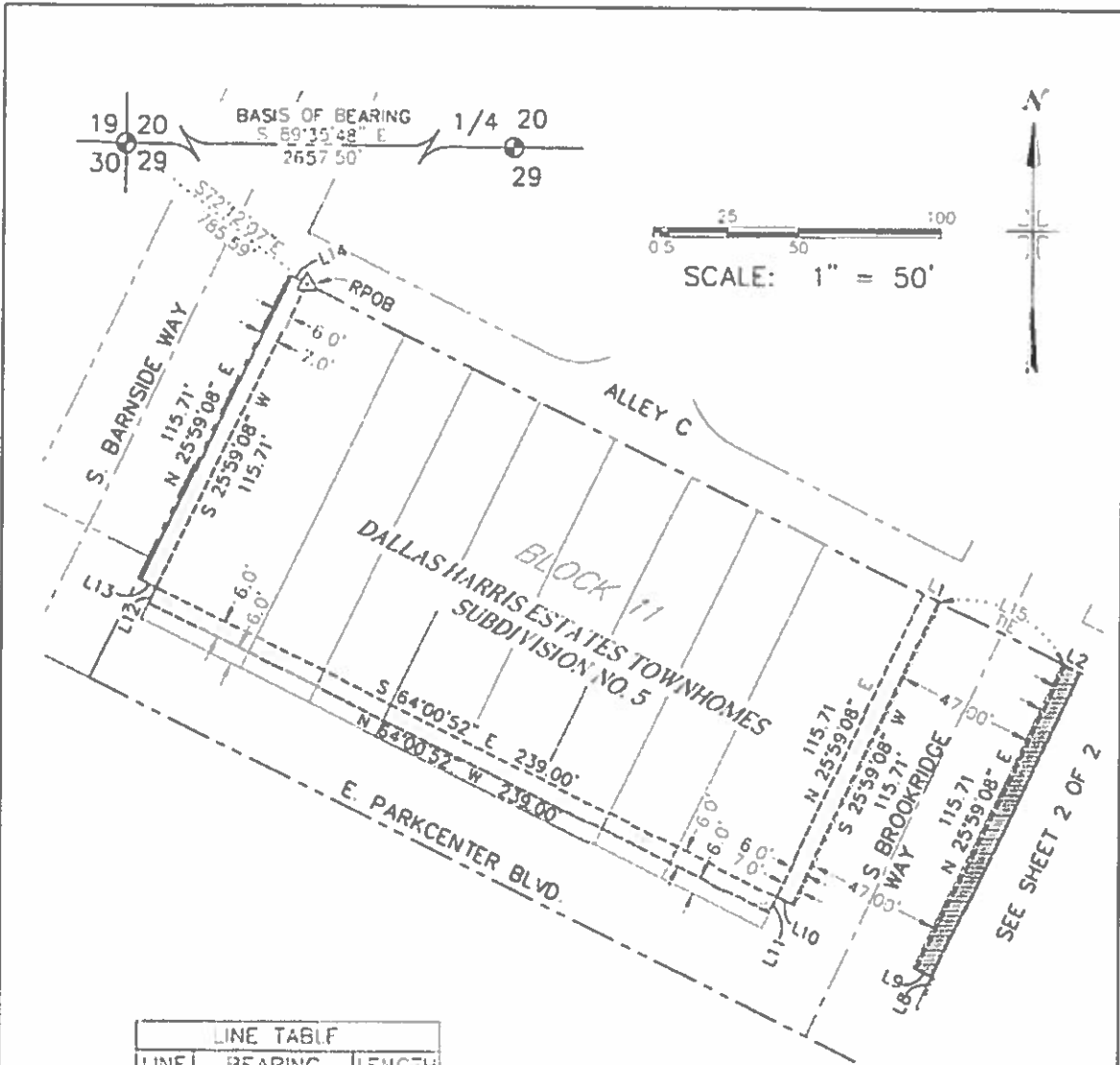
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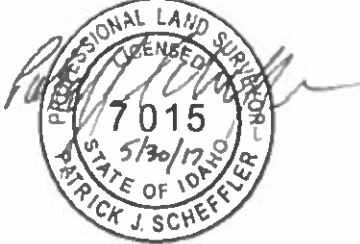
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Notary Public for Idaho
My commission expires on _____

EXHIBIT "A"



LINE	BEARING	LENGTH
L1	S 64°00'52" E	6.00'
L2	S 64°00'52" E	6.00'
L3	N 25°59'08" E	6.00'
L4	N 64°00'52" W	6.00'
L5	N 25°59'08" E	6.00'
L6	S 25°59'08" W	6.00'
L7	N 25°59'08" E	6.00'
L8	N 64°00'52" W	6.00'
L9	S 64°00'52" E	6.00'
L10	S 64°00'52" E	239.00'
L11	N 64°00'52" W	239.00'
L12	N 25°59'08" E	115.71'
L13	S 25°59'08" W	115.71'
L14	N 25°59'08" E	115.71'
L15	S 25°59'08" W	115.71'

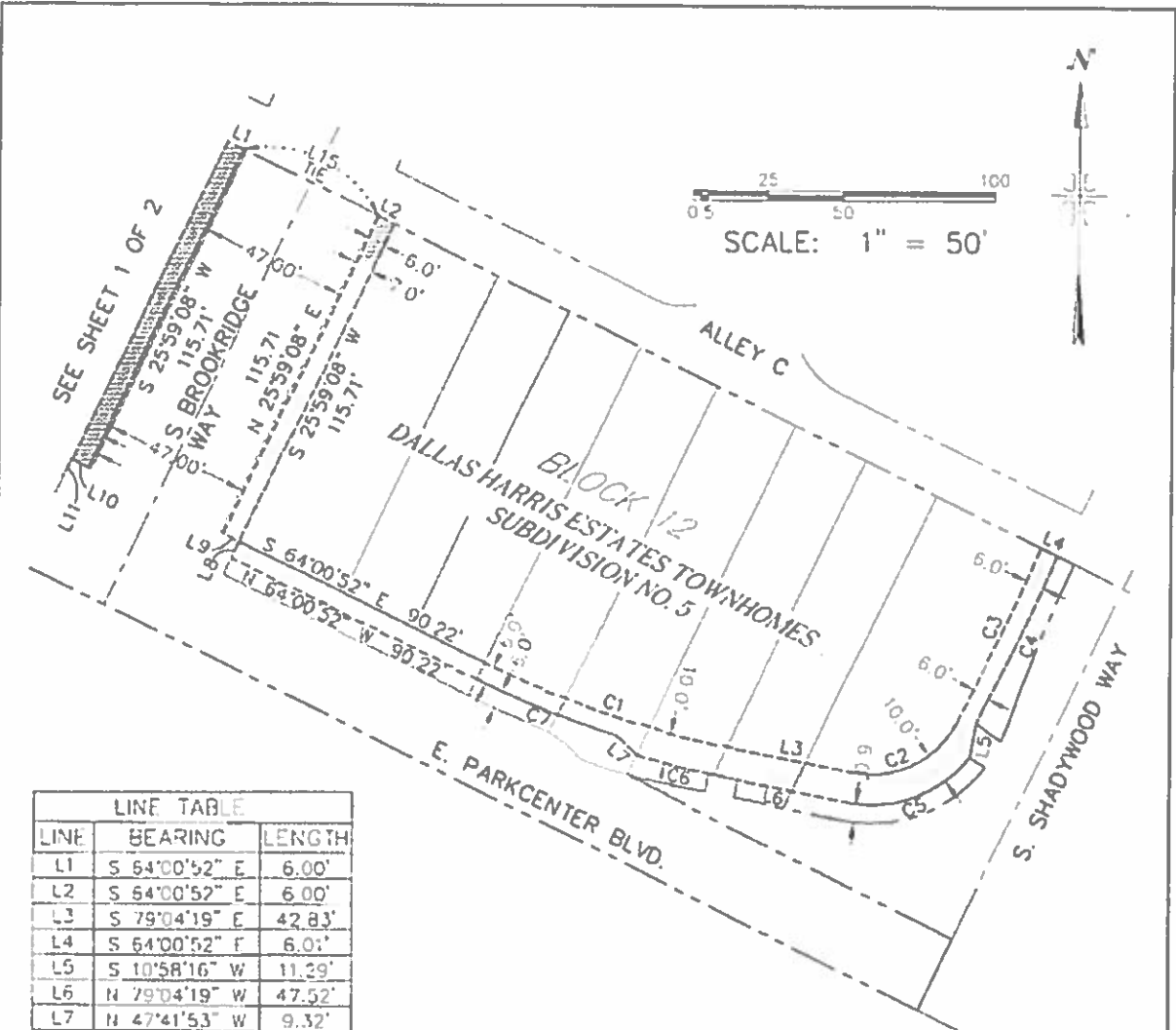


ISG IDAHO SURVEY GROUP, P.C.
 1420 E WATER TOWER ST
 SUITE 130
 MERIDIAN, IDAHO 83642
 (208) 646-8370

SIDEWALK EASEMENT EXHIBIT ___ DRAWING FOR
 BOISE CITY - E. PARKCENTER BLVD.
 DALLAS HARRIS ESTATES TOWNHOMES SUB. #5

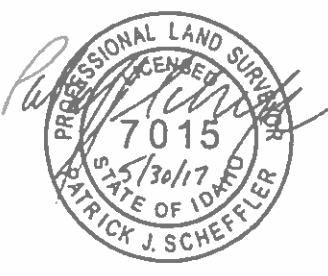
LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29,
 T 3N., R 3E., B.M., BOISE CITY, ADA COUNTY, IDAHO

JOB NO.
16-330
 SHEET NO.
1 OF 2
 DWG DATE
05-24-17



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 64°00'52" E	6.00'
L2	S 64°00'52" E	6.00'
L3	S 79°04'19" E	42.83'
L4	S 64°00'52" E	6.01'
L5	S 10°58'16" W	11.29'
L6	N 79°04'19" W	47.52'
L7	N 47°41'53" W	9.32'
L8	N 25°59'08" E	6.00'
L9	N 64°00'52" W	6.00'
L10	N 64°00'52" W	6.00'
L11	S 25°59'08" W	6.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG.	DELTA
C1	325.00'	85.41'	85.17'	S 71°32'35" E	15°03'28"
C2	31.50'	39.93'	37.31'	N 64°36'48" E	72°37'46"
C3	700.00'	64.30'	64.28'	N 25°40'01" E	5°15'48"
C4	706.00'	61.06'	61.04'	S 25°32'17" W	4°57'20"
C5	41.50'	45.27'	43.06'	S 69°40'30" W	62°30'22"
C6	335.00'	24.62'	24.61'	N 76°09'52" W	4°12'37"
C7	331.00'	49.68'	49.63'	N 68°18'51" W	8°35'59"



ISG IDAHO SURVEY GROUP, P.C.
 1050 E. WASHINGTON ST.
 SUITE 120
 MERIDIAN, IDAHO 83642
 (208) 946-8170

SIDEWALK EASEMENT EXHIBIT -- DRAWING FOR BOISE CITY -- E. PARKCENTER BLVD. DALLAS HARRIS ESTATES TOWNHOMES SUB #5
 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T.3N., R.3E., B.M., BOISE CITY, ADA COUNTY, IDAHO

JOB NO. 16-330
 SHEET NO. 2 OF 2
 DWG. DATE 05-24-17

Project Name: Harris Ranch
Project No.: Dallas Harris Estates
Townhomes Sub. No. 6

WHEN RECORDED RETURN TO:

Spink Butler, LLP
PO Box 639
Boise, ID 83701

(Reserved for Ada County Recorder)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (the "Easement") is made and entered into this 19th day of August 2017, by and between Barber Valley Development, Inc., hereinafter referred to as "GRANTOR," Barber Valley Irrigation, Inc., an Idaho corporation hereinafter referred to as "IRRIGATION CO." and the City of Boise, a body politic and corporate of the State of Idaho, hereinafter referred to as "CITY";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR is in the process of obtaining final plat (the "Plat") for the subdivision under the name of the Dallas Harris Estates Townhomes Subdivision No. 6 located in the City of Boise, County of Ada, State of Idaho (the "DHETH #6"). GRANTOR shall install, or has installed underneath the Improvements a pressure irrigation system which IRRIGATION CO. shall own, operate and maintain.

1.2 GRANTOR desires to grant this easement on, over and across the real property within DHETH #6 shown as cross-hatched on the Drawing for Boise City Sidewalk Easements attached hereto as Exhibit "A" (the "Servient Estate") to the CITY for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk and own, operate and maintain a pressure irrigation system (hereinafter the "Improvements") thereon.

1.3 On the terms and conditions hereinafter set forth CITY accepts the responsibility to hold in trust a system of public sidewalks that are to be constructed by GRANTOR on the Servient Estate, and upon GRANTOR's completion of construction of the Improvements on, over and across the Servient Estate, and when CITY has accepted the same, CITY desires that the Improvements and the Servient Estate become a part of its responsibility for the CITY and the public use hereinafter described. CITY's sidewalk system is hereinafter referred to as the "Dominant Estate."

1.4 The Improvements shall be maintained by the Harris Ranch homeowners association pursuant to the section 7.8 of the Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements recorded October 8, 2010 as Instrument No. 110094905, records of Ada County, Idaho added by that Fifth Amendment to Supplement to Amended and Restated Master Declaration of Covenants, Conditions,

Restrictions and Easements recorded January 17, 2012 as Instrument No. 112004328 records of Ada County, Idaho. Nothing herein shall be construed as a waiver of the CITY'S right to maintain or recover costs for maintaining the Improvements if the CITY deems necessary.

SECTION 2. Grant and Authorized Use.

2.1 GRANTOR hereby grants to CITY a perpetual and non-exclusive easement for a public right-of-way on, over and across the Servient Estate for the Improvements as shown Exhibit "A" attached hereto and incorporated herein, for use by those members of the public who are pedestrians (as defined in *Idaho Code*, section 49-117) and by bicyclists (if the Servient Estate is located in an area where bicycles are allowed to be ridden on sidewalks), and the statutory rights, if any, of utilities to use the public right-of-way, and for CITY, its employees, agents and contractors access to inspect, repair and maintain the Improvements.

SECTION 3. Reservation of Access for Construction by GRANTOR; Covenant to Construct; Repair and Maintenance.

3.1 GRANTOR reserves access to and from the Servient Estate for GRANTOR and GRANTOR's employees, agents and contractors to construct the Improvements thereon and install underneath the Improvements a pressure irrigation system and shall own, operate and maintain the pressure irrigation system.

3.2 IRRIGATION CO. shall, at no cost to the CITY, maintain, repair and replace, when necessary, the pressurized irrigation system and any surface improvements necessary thereto.

3.3 GRANTOR covenants and agrees to construct the Improvements on the Servient Estate in accordance with designs approved in advance by CITY, in writing, CITY policies and good engineering practices, at no cost or expense to CITY.

SECTION 4. Term of Easement.

4.1 The term of the Easement herein granted to CITY is perpetual.

SECTION 5. Covenants Run with the Land.

5.1 This Easement is a burden upon the Servient Estate and appurtenant to and for the benefit of the Dominant Estate, and shall run with the land. There are no reversionary interests. No portion of the Easement shall be located within the Ada County Highway District public right-of-way.

SECTION 6. Recordation.

6.1 This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

SECTION 7. Covenants.

7.1 GRANTOR covenants to CITY that CITY shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, (b) GRANTOR warrants to the CITY that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to CITY.

TO HAVE AND TO HOLD this Easement unto the CITY forever.

IN WITNESS WHEREOF, this Easement has been duly executed by Barber Valley Development, Inc. the GRANTOR, agreed to by the Barber Valley Irrigation, Inc. and accepted by the CITY the day, month and year herein first above written.

GRANTOR
Barber Valley Development, Inc.

CITY (Grantee)
City of Boise City



By: Douglas Fowler
Its: President

By: David H. Bieter
Its: Mayor

IRRIGATION CO.
Barber Valley Irrigation, Inc.

Attest:



By: Douglas Fowler
Its: President

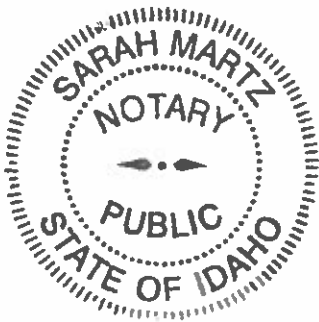
By: Lynda Lowry
Its: Ex Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of August, in the year 2017, before me, Sarah Martz, a Notary Public in and for said State, personally appeared **Douglas Fowler**, known or identified to me to be the President of BARBER VALLEY DEVELOPMENT, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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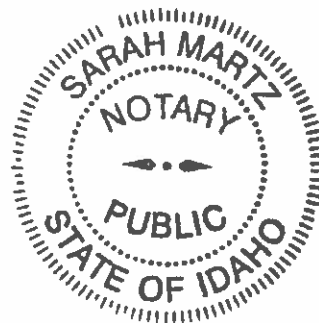
Sarah Martz
Notary Public for Idaho
My commission expires on 11/10/17

STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of August, in the year 2017, before me, Sarah Martz, a Notary Public in and for said State, personally appeared **Douglas Fowler**, known or identified to me to be the President of BARBER VALLEY IRRIGATION, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

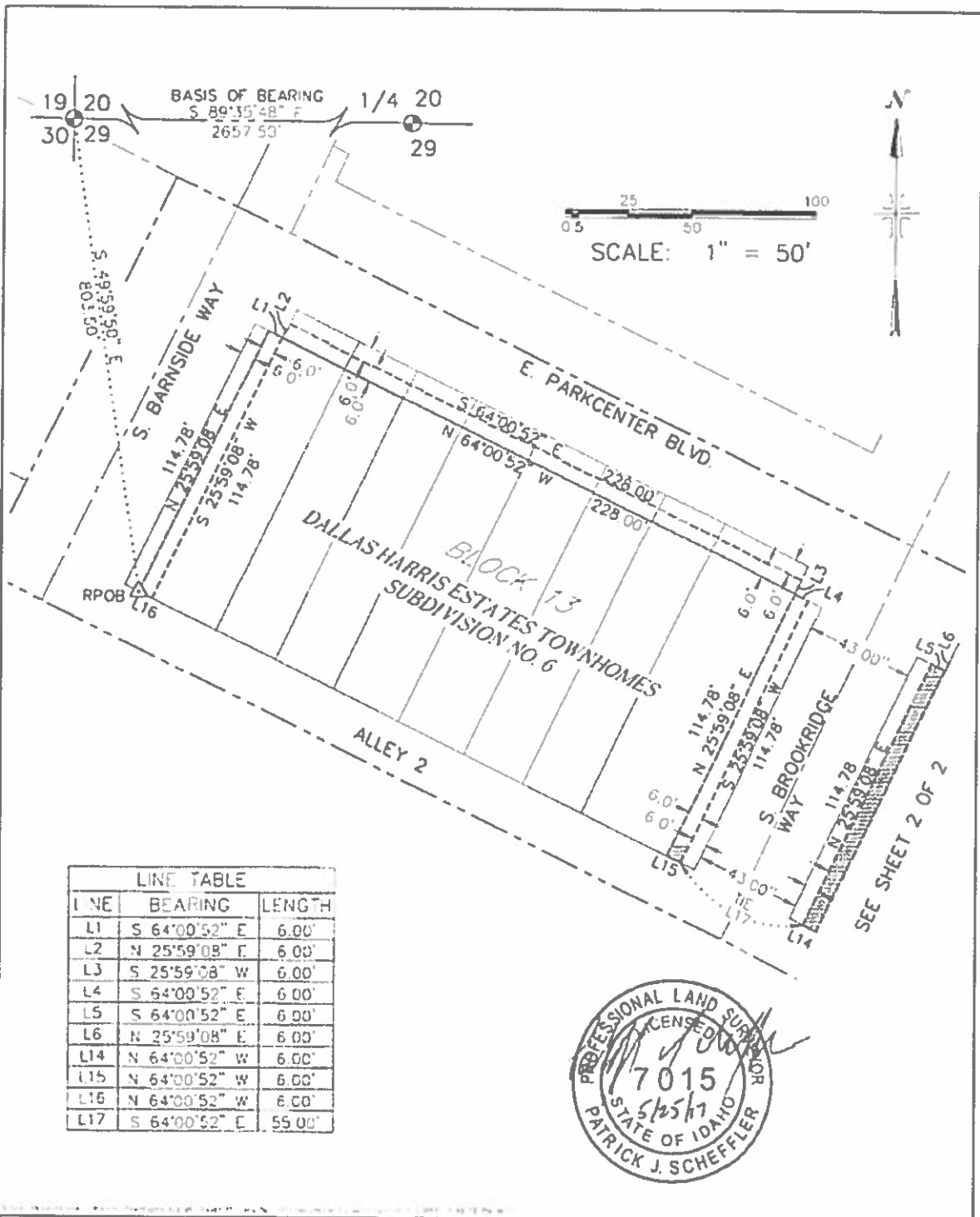
IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written

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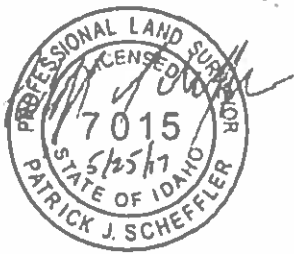


Sarah Martz
Notary Public for Idaho
My commission expires on 11/10/17

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 64°00'52" E	6.00'
L2	N 25°59'08" E	6.00'
L3	S 25°59'08" W	6.00'
L4	S 64°00'52" E	6.00'
L5	S 64°00'52" E	6.00'
L6	N 25°59'08" E	6.00'
L14	N 64°00'52" W	6.00'
L15	N 64°00'52" W	6.00'
L16	N 64°00'52" W	6.00'
L17	S 64°00'52" E	55.00'



IDAHO SURVEY GROUP, P.C. <small>1050 E. WATKINSON ST SUITE 130 BOISE, IDAHO 83642 (208) 644-4374</small>	SIDEWALK EASEMENT EXHIBIT — DRAWING FOR BOISE CITY — E. PARKCENTER BLVD. DALLAS HARRIS ESTATES TOWNHOMES SUB. #6	JOB NO 16-331 SHEET NO 1 OF 2
	LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 29, T.34N., R.3E., B.M., BOISE CITY, ADA COUNTY, IDAHO	DWG DATE 05-25-17