



PLAT RECORDING SHEET

Digital Plat Image Available in Separate System

BOOK

PAGE

Thru

SURVEYOR

SUBDIVISION NAME

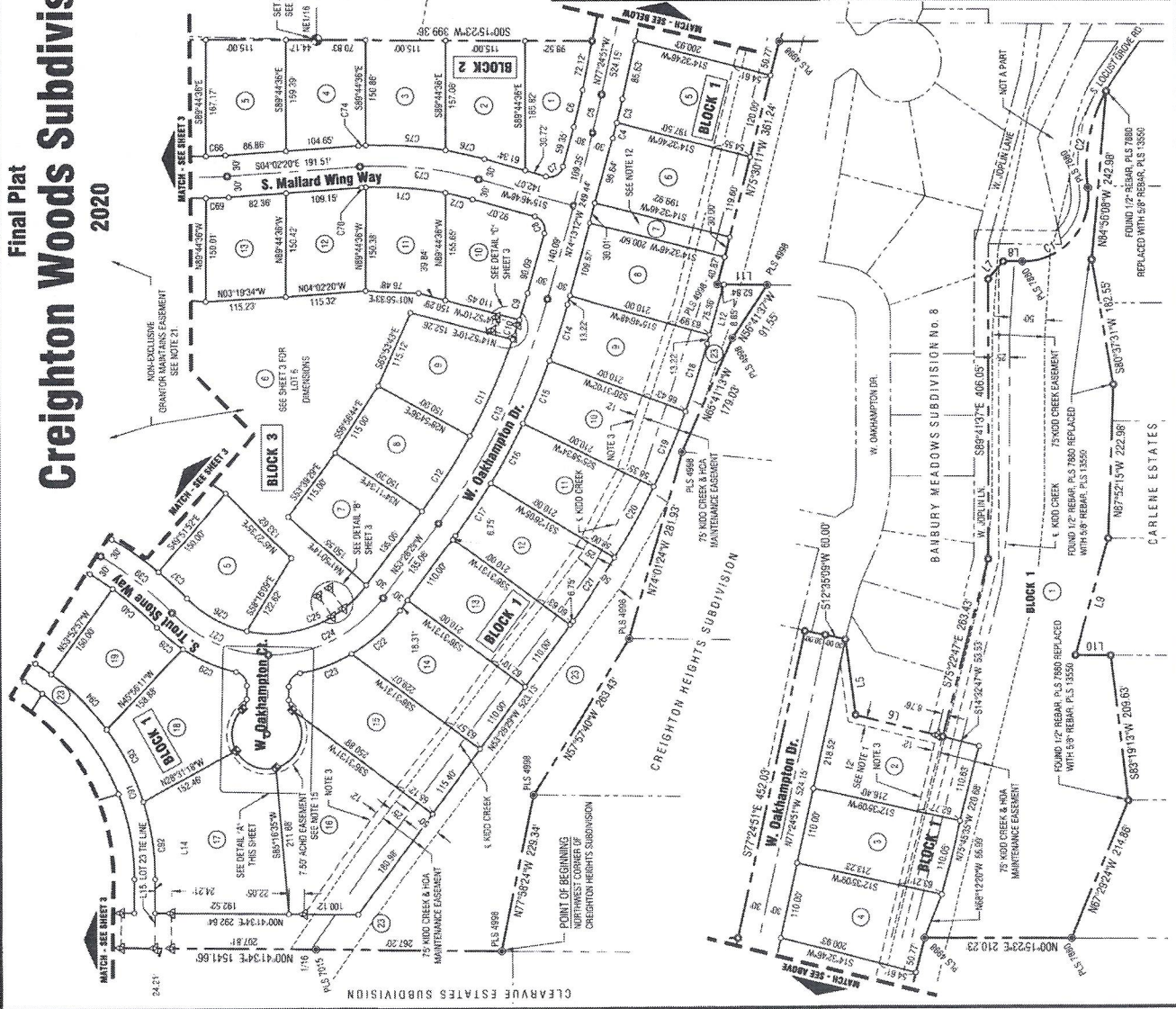
OWNERS

AT THE REQUEST OF

COMMENTS

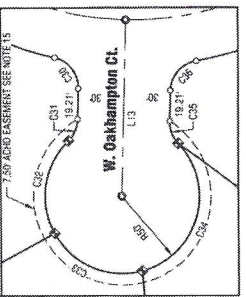
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Final Plat Creighton Woods Subdivision 2020



Line Table (This Sheet Only)

LINE	BEARING	LENGTH
L1	S82°44'32"W	108.52
L2	S17°34'29"W	128.95
L3	S89°55'11"E	33.29
L4	S00°16'15"W	27.34
L5	S4°22'28"W	176.34
L6	S00°22'46"W	50.00
L7	S00°30'00"W	71.68
L8	N47°13'17"E	48.26
L9	S88°33'31"E	113.19
L10	S88°18'28"W	50.00



Curve Table (This Sheet Only)

CURVE	LENGTH	RADIUS	BEARING	CHORD BEARING	CHORD LENGTH
C1	15.34	94.50	S7°49'10"	S48°25'08"	162.48
C2	143.15	232.52	38°41'31"	S78°09'25"	149.72
C3	34.43	100.00	S44°50'	N76°27'04"	34.43
C4	22.99	100.00	N1°48'	N73°33'04"	22.99
C5	13.50	20.00	S7°49'10"	S78°09'25"	55.74
C6	54.08	970.00	N11°30'	S78°49'01"	54.07
C7	31.42	20.00	S0°00'00"	N20°22'27"	28.29
C8	38.92	970.00	N7°21'30"	N20°22'27"	39.92
C9	50.00	970.00	S49°38'	N78°58'24"	50.00
C10	152.29	375.00	S78°42'	N82°36'35"	152.12
C11	128.89	375.00	N78°55'	N51°54'55"	128.89
C12	352.07	1000.00	S9°44'39"	S89°30'56"	350.19
C13	88.16	1000.00	S44°13'	N7°51'05"W	85.13
C14	98.13	1000.00	S57°32'	N86°45'12"W	98.10
C15	98.13	1000.00	S57°32'	N86°45'12"W	98.10
C16	98.13	1000.00	S57°32'	N86°45'12"W	98.10
C17	91.51	1000.00	S50°28'	N88°11'26"W	91.48
C18	102.89	1000.00	S44°14'	N71°51'05"W	102.89
C19	118.14	1000.00	S77°32'	N66°45'12"W	118.10
C20	118.14	1000.00	S77°32'	N66°45'12"W	118.10
C21	110.17	1000.00	S50°28'	N86°01'12"W	110.12
C22	94.31	200.00	S2°22'32"	N41°43'39"W	90.65
C23	79.82	195.00	N07°02'20"W	N07°02'20"W	79.82
C24	191.69	200.00	S49°54'52"	S20°10'31"E	184.42
C25	104.88	170.00	S62°55'	N83°37'01"W	104.87
C26	99.20	170.00	S73°05'	N83°37'01"E	97.80
C27	154.41	200.00	N41°40'	S22°33'26"W	150.69
C28	43.10	200.00	N18°58'	N32°41'01"E	48.01
C29	81.18	200.00	S9°45'58"	N32°41'01"E	87.79
C30	27.99	20.00	N78°24'47"	N52°12'05"E	25.30

Curve Table (This Sheet Only)

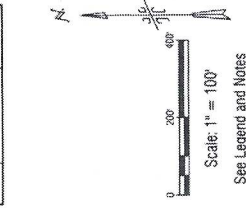
CURVE	LENGTH	RADIUS	BEARING	CHORD BEARING	CHORD LENGTH
C31	13.50	20.00	S7°49'10"	S82°21'08"	15.12
C32	64.31	50.00	S72°28'	S82°21'08"	65.44
C33	68.72	60.00	S82°21'08"	N23°15'41"	61.89
C34	102.97	50.00	N7°49'58"	N78°39'33"W	102.97
C35	13.50	20.00	S7°49'10"	S82°21'08"	15.12
C36	27.36	20.00	S82°21'08"	N23°15'41"	28.30
C37	55.11	370.00	S22°22'	N42°54'19"E	55.09
C38	131.19	540.00	S75°59'	N38°42'35"E	130.86
C39	66.67	110.00	S73°32'	N67°53'48"E	64.88
C40	28.41	470.00	S7°24'	S82°32'58"E	28.41
C41	55.11	370.00	S22°22'	N42°54'19"E	55.09
C42	61.17	470.00	S73°32'	N67°53'48"E	61.17
C43	115.55	470.00	N4°04'31"	S89°45'29"W	113.11
C44	40.99	470.00	S79°07'	S19°17'39"W	40.89
C45	172.99	500.00	S72°28'	N83°52'14"E	172.29
C46	106.67	500.00	N09°13'	S82°21'08"E	106.67
C47	115.47	500.00	S22°30'	S82°21'08"W	115.17
C48	57.24	500.00	S12°28'	S82°21'08"W	57.24
C49	373.31	300.00	S65°54'	N81°13'27"E	354.29
C50	115.34	300.00	S82°21'08"	N81°13'27"E	115.27
C51	117.11	300.00	S82°21'08"	N81°13'27"E	116.89
C52	115.46	300.00	S82°21'08"	N81°13'27"E	115.00



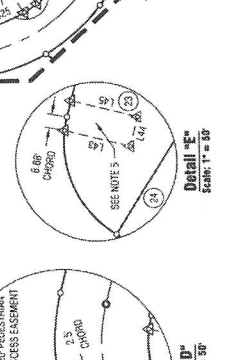
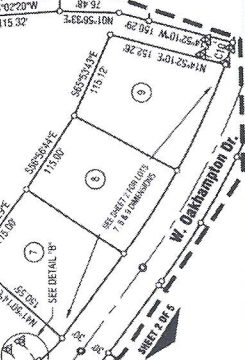
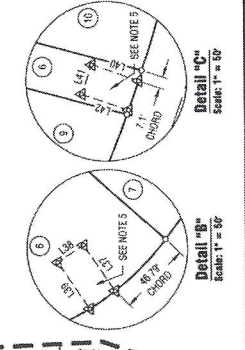
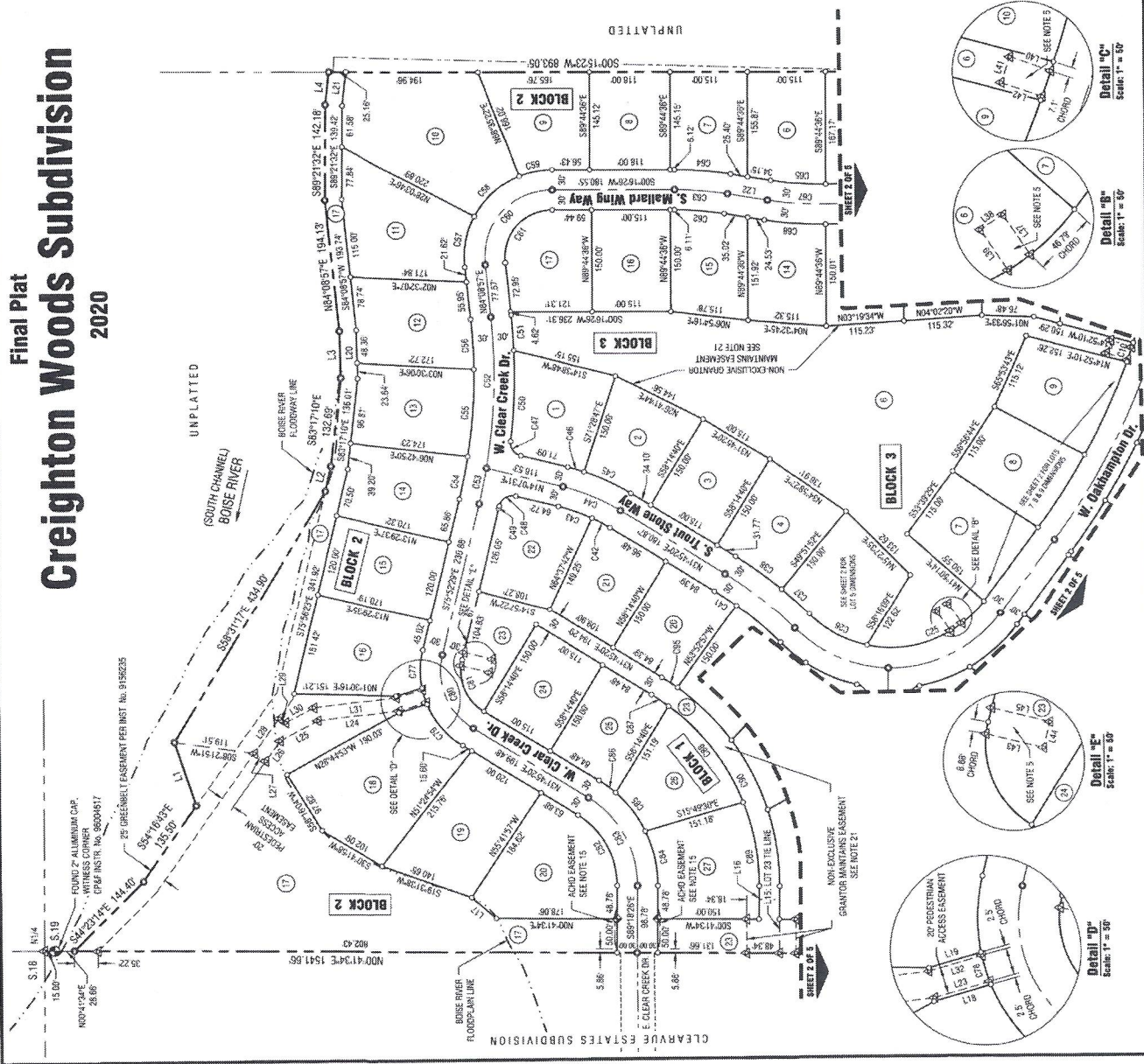
PL 115 PAGE 14025
SHEET 2 OF 5

Final Plat Creighton Woods Subdivision 2020

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
L1	S89°24'00"W	30.89	N75°52'24"E	30.89
L2	S78°24'00"W	37.46	N75°52'24"E	37.46
L3	S89°24'00"W	30.89	N75°52'24"E	30.89
L4	S89°24'00"W	30.89	N75°52'24"E	30.89
L5	N89°10'25"W	55.89	N45°56'44"E	55.89
L6	N89°10'25"W	55.89	N45°56'44"E	55.89
L7	S49°20'00"W	48.67	N69°24'00"E	48.67
L8	N89°10'25"W	55.89	N45°56'44"E	55.89
L9	N89°10'25"W	55.89	N45°56'44"E	55.89
L10	N89°10'25"W	55.89	N45°56'44"E	55.89
L11	N89°10'25"W	55.89	N45°56'44"E	55.89
L12	S89°10'25"W	55.89	N45°56'44"E	55.89
L13	N89°10'25"W	55.89	N45°56'44"E	55.89
L14	N89°10'25"W	55.89	N45°56'44"E	55.89
L15	N89°10'25"W	55.89	N45°56'44"E	55.89
L16	N89°10'25"W	55.89	N45°56'44"E	55.89
L17	N89°10'25"W	55.89	N45°56'44"E	55.89
L18	N89°10'25"W	55.89	N45°56'44"E	55.89
L19	N89°10'25"W	55.89	N45°56'44"E	55.89
L20	N89°10'25"W	55.89	N45°56'44"E	55.89
L21	N89°10'25"W	55.89	N45°56'44"E	55.89
L22	S89°10'25"W	55.89	N45°56'44"E	55.89
L23	N89°10'25"W	55.89	N45°56'44"E	55.89
L24	N89°10'25"W	55.89	N45°56'44"E	55.89
L25	N89°10'25"W	55.89	N45°56'44"E	55.89
L26	N89°10'25"W	55.89	N45°56'44"E	55.89
L27	N89°10'25"W	55.89	N45°56'44"E	55.89
L28	N89°10'25"W	55.89	N45°56'44"E	55.89
L29	N89°10'25"W	55.89	N45°56'44"E	55.89
L30	N89°10'25"W	55.89	N45°56'44"E	55.89
L31	N89°10'25"W	55.89	N45°56'44"E	55.89
L32	N89°10'25"W	55.89	N45°56'44"E	55.89
L33	N89°10'25"W	55.89	N45°56'44"E	55.89
L34	N89°10'25"W	55.89	N45°56'44"E	55.89
L35	N89°10'25"W	55.89	N45°56'44"E	55.89
L36	N89°10'25"W	55.89	N45°56'44"E	55.89
L37	N89°10'25"W	55.89	N45°56'44"E	55.89
L38	N89°10'25"W	55.89	N45°56'44"E	55.89
L39	N89°10'25"W	55.89	N45°56'44"E	55.89
L40	N89°10'25"W	55.89	N45°56'44"E	55.89
L41	N89°10'25"W	55.89	N45°56'44"E	55.89
L42	N89°10'25"W	55.89	N45°56'44"E	55.89
L43	N89°10'25"W	55.89	N45°56'44"E	55.89
L44	N89°10'25"W	55.89	N45°56'44"E	55.89
L45	N89°10'25"W	55.89	N45°56'44"E	55.89



CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	30.89	97.00	149.89	N75°52'24"E	30.89
C25	194.88	170.00	89°52'00"	N75°52'24"E	194.87
C36	89.20	170.00	33°30'00"	N75°52'24"E	87.80
C37	85.11	50.00	97°24'00"	N45°56'44"E	55.89
C38	83.37	50.00	87°24'00"	N45°56'44"E	53.79
C41	38.82	50.00	47°42'00"	N3°58'11"E	28.81
C43	53.08	270.00	11°44'00"	N19°44'58"E	52.81
C44	62.31	303.89	17°34'00"	N22°56'20"E	61.85
C45	73.23	328.89	13°14'00"	N29°09'17"E	72.88
C46	73.33	330.89	9°52'00"	N19°19'25"E	73.31
C48	21.51	30.00	97°18'00"	N11°02'00"W	20.35
C49	3.88	50.00	0°15'00"	N75°52'24"E	3.88
C50	18.41	50.00	9°50'00"	N75°52'24"E	18.41
C51	52.31	80.00	37°34'00"	N59°24'24"E	52.30
C52	22.82	80.00	18°08'00"	S87°24'00"E	22.81
C54	64.19	70.00	47°00'00"	S78°54'00"E	64.17
C55	130.19	70.00	94°10'00"	S89°24'00"E	130.20
C57	78.86	130.00	33°44'00"	S78°54'00"E	78.83
C58	91.89	130.00	47°10'00"	S41°02'00"E	91.89
C59	49.70	130.00	21°14'00"	S10°04'00"E	48.81
C60	107.71	100.00	65°07'00"	N47°01'00"W	108.17
C61	117.44	70.00	89°30'00"	S27°01'00"E	104.14
C62	74.63	470.00	8°05'00"	S84°48'22"W	74.59
C64	84.78	500.00	8°55'00"	S84°48'22"W	84.67
C65	81.59	470.00	8°38'00"	S84°48'22"W	81.49
C67	117.03	500.00	13°24'00"	S82°29'59"W	116.78
C68	91.11	500.00	9°51'00"	S82°29'59"W	91.03
C77	55.65	130.00	24°30'00"	S89°13'17"E	55.20
C78	25.84	130.00	11°00'00"	N73°02'34"E	25.80
C79	82.51	130.00	30°21'00"	N49°56'05"E	81.13
C80	128.31	100.00	72°22'11"	S87°58'38"W	118.08
C81	84.42	70.00	72°22'11"	S87°58'38"W	82.83
C82	124.44	200.00	58°56'44"	N61°13'27"E	118.07
C83	154.30	150.00	58°56'44"	N61°13'27"E	147.58
C84	82.35	160.00	26°12'41"	S77°35'14"W	81.63
C85	72.14	300.00	27°31'29"	S53°00'00"W	71.88
C86	10.67	180.00	9°45'47"	S89°28'14"W	10.58
C87	30.57	300.00	5°16'00"	S34°41'34"W	30.58
C88	183.69	300.00	37°50'00"	S22°30'04"E	181.05
C89	126.49	300.00	21°47'00"	S79°47'37"W	124.78
C90	139.45	300.00	58°56'44"	N61°13'27"E	134.88
C91	27.41	360.00	4°21'42"	N83°58'11"E	27.40



Final Plat Creighton Woods Subdivision 2020

Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED AS FOLLOWS: A PARCEL OF LAND BEING LOT 10 AND THE NORTHERLY PORTION OF LOT 11 OF CARLENE ESTATES SUBDIVISION, A PORTION OF GOVERNMENT LOT 2 AND A PORTION OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER ALL IN SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, BOUND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENSURATE WITH THE SOUTHWEST CORNER OF THE EASTERN ONE-QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 19, COMMENSURATE WITH THE SOUTHWEST CORNER OF SAID SECTION 19, BEARS SOUTH 89° 17' 07" EAST, 2808.00 FEET, THENCE ON THE WESTERLY BOUNDARY LINE OF THE APPOINTED NORTHEAST ONE-QUARTER OF SAID SECTION 19, NORTH 00° 41' 34" EAST, 1632.81 FEET TO THE NORTHWEST CORNER OF CREIGHTON HEIGHTS SUBDIVISION, AS SAME IS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 61 OF PLATS PAGE 6029, ADA COUNTY RECORDS, AND THE POINT OF BEGINNING.

THENCE CONTINUING ON SAID WESTERLY BOUNDARY LINE, NORTH 00° 41' 34" EAST, 1541.65 FEET TO A POINT, FROM WHICH AN ALUMINUM CAP WITNESS CORNER (MC 1509), MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 19 BEARS NORTH 00° 41' 34" EAST, 28.66 FEET;

THENCE LEAVING SAID WESTERLY BOUNDARY LINE, SOUTH 44° 23' 14" EAST, 144.40 FEET ON THE ORDINARY HIGH-WATER LINE OF THE SOUTH (LEFT) BANK OF THE SOUTH CHANNEL OF THE BOISE RIVER;

THENCE CONTINUING ON SAID ORDINARY HIGH-WATER LINE, SOUTH 54° 16' 45" EAST, 134.50 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF APPOINTED CORNER LOT 2;

THENCE ON SAID NORTHERLY BOUNDARY LINE, NORTH 71° 28' 01" EAST, 39.29 FEET;

THENCE CONTINUING ON SAID NORTHERLY BOUNDARY LINE, SOUTH 58° 31' 17" EAST, 434.30 FEET TO A POINT ON THE APPOINTED ORDINARY HIGH-WATER LINE;

THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ON SAID ORDINARY HIGH-WATER LINE:

THENCE SOUTH 79° 28' 27" EAST, 37.46 FEET; THENCE SOUTH 88° 17' 07" EAST, 132.69 FEET; THENCE NORTH 88° 52' 46" EAST, 59.26 FEET;

THENCE NORTH 84° 08' 57" EAST, 104.13 FEET; THENCE SOUTH 89° 21' 32" EAST, 102.18 FEET;

THENCE SOUTH 83° 12' 38" EAST, 48.84 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE ON SAID EASTERLY BOUNDARY LINE, SOUTH 00° 15' 25" WEST, 993.95 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 19;

THENCE ON THE EASTERLY BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, SOUTH 00° 15' 25" WEST, 898.38 FEET TO THE SOUTHWEST CORNER OF PARCEL "X," AS SHOWN ON RECORD OF SURVEY NUMBER 111118, RECORDED AS INSTRUMENT NO. 2017-103512, ADA COUNTY RECORDS;

THENCE ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL "X," SOUTH 77° 24' 51" EAST, 492.03 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF BANBURY MEADOWS SUBDIVISION #8, AS SAME IS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 110 OF PLATS AT PAGE 15370, ADA COUNTY RECORDS;

THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ON SAID WESTERLY BOUNDARY LINE:

THENCE SOUTH 12° 35' 09" WEST, 80.00 FEET; THENCE SOUTH 82° 44' 02" WEST, 109.52 FEET;

THENCE SOUTH 13° 57' 42" WEST, 128.95 FEET TO THE SOUTHWEST CORNER OF SAID BANBURY MEADOWS SUBDIVISION NO. 8;

THENCE ON THE SOUTHERLY BOUNDARY LINE OF SAID BANBURY MEADOWS SUBDIVISION NO. 8, SOUTH 79° 22' 47" EAST, 263.49 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF PARCEL "Y," AS SHOWN ON RECORD OF SURVEY NUMBER 7884, RECORDED AS INSTRUMENT NO. 10706666, ADA COUNTY RECORDS, SAID PARCEL "Y," BEING A PORTION OF LOTS 10 AND 11, OF CARLENE ESTATES, A SUBDIVISION, AS SAME IS SHOWN ON THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 83 OF PLATS AT PAGE 9102, ADA COUNTY RECORDS;

THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ON SAID NORTHERLY BOUNDARY LINE:

THENCE SOUTH 89° 41' 37" EAST, 406.09 FEET; THENCE SOUTH 49° 29' 21" EAST, 32.26 FEET; THENCE SOUTH 00° 15' 15" WEST, 27.24 FEET TO A POINT OF CURVATURE;

THENCE 143.15 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 84.50 FEET, A CENTRAL ANGLE OF 57° 49' 10", AND WHOSE LONG CHORD BEARS SOUTH 49° 35' 46" EAST, 142.44 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 143.15 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 223.50 FEET, A CENTRAL ANGLE OF 38° 41' 51", AND WHOSE LONG CHORD BEARS SOUTH 79° 09' 25" EAST, 140.72 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ON THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "A":

THENCE NORTH 84° 59' 08" WEST, 242.98 FEET; THENCE SOUTH 67° 37' 31" WEST, 182.35 FEET; THENCE NORTH 67° 52' 19" WEST, 222.39 FEET;

THENCE NORTH 74° 22' 36" WEST, 175.34 FEET; THENCE SOUTH 09° 12' 48" WEST, 50.00 FEET; THENCE SOUTH 03° 19' 13" WEST, 206.63 FEET;

THENCE NORTH 60° 20' 24" WEST, 214.86 FEET, TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID PARCEL "A," SAID POINT BEING COMMON WITH THE EASTERLY BOUNDARY LINE OF APPOINTED CORNER HEIGHTS SUBDIVISION;

THENCE ON SAID EASTERLY BOUNDARY LINE, NORTH 09° 15' 23" EAST, 210.23 FEET TO THE NORTHEAST CORNER OF SAID CREIGHTON HEIGHTS SUBDIVISION;

THENCE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ON THE NORTHERLY BOUNDARY LINE OF SAID CREIGHTON HEIGHTS SUBDIVISION:

THENCE NORTH 79° 30' 11" WEST, 361.82 FEET; THENCE SOUTH 00° 32' 09" WEST, 71.08 FEET; THENCE NORTH 59° 41' 37" WEST, 91.55 FEET;

THENCE NORTH 65° 41' 13" WEST, 179.03 FEET; THENCE NORTH 74° 01' 24" WEST, 181.93 FEET; THENCE NORTH 57° 57' 40" WEST, 263.43 FEET;

THENCE NORTH 77° 58' 24" WEST, 229.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 50.92 ACRES MORE OR LESS

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS, THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DISCRIMINATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM SUEZ WATER (DAMO) INC. AND SUEZ WATER (DAMO) INC. HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

CREIGHTON WOODS DEVELOPMENT, INC.



BY: MARK C. CANFIELD, VICE PRESIDENT

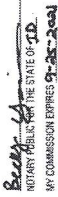
Acknowledgment

STATE OF IDAHO,
COUNTY OF ADA,
U.S.S.

ON THIS 24th DAY OF February, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARK C. CANFIELD, KNOWN OR BELIEVED TO BE THE VICE PRESIDENT OF CREIGHTON WOODS DEVELOPMENT, INC., AN IDAHO CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.




NOTARY PUBLIC FOR THE STATE OF ID.
MY COMMISSION EXPIRES 07-25-2021

Certificate of Surveyor

I, MICHAEL S. FARMER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO AND THAT THIS PLAT AS DESCRIBED IN THE WITHIN INSTRUMENT IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AND CONDITIONS OF THE LAND SURVEYED. THE WITHIN INSTRUMENT REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



Final Plat Creighton Woods Subdivision 2019

Approval of Central District Health Department

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 59, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OF HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1-301, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Chris Deane
CENTRAL DISTRICT HEALTH DEPARTMENT
9.25.19

Certificate of County Surveyor

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS



Jerry L. Austin
COUNTY SURVEYOR
P.L.S. 5359
DATE 8-25-2020

Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS ON THE 19th DAY OF December 2019.



Alvan M. Smith
PRESIDENT

Certificate of the County Treasurer

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



08/25/2020
DATE
Elizabeth Hahn
COUNTY TREASURER
Dr. Debra Treasner Gandy

Certificate of City Engineer

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE EAGLE CITY REQUIREMENTS REGARDING FINAL PLATS HAVE BEEN MET.

David M. Carter
EAGLE CITY ENGINEER
1-29-2020
PE 16745

County Recorder's Certificate

STATE OF IDAHO | S.S.
COUNTY OF ADA |

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE LAND GROUP, INC.

AT 35 MINUTES PAST 11 O'CLOCK A. M. ON THIS 27 DAY OF February, 2020, IN BOOK 118 OF PLATS AT PAGES 19024 THROUGH 19028, INSTRUMENT NO. 2020-02-2235

Patricia Reynolds
DEPUTY
FEE 200
Patricia Reynolds
ELECTRONIC RECORDER

Approval of City Council

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 28th DAY OF May, 2019, THIS FINAL PLAT WAS APPROVED AND ACCEPTED.



Shirley Hornberger
CITY CLERK
Starr K. Bergmann



THE LAND GROUP
485 EAST CHANDLER DRIVE, SUITE 100
EAGLE, ID 83416
(208) 939-4041
PN 117092

01/26/2019

After Recording
Return to:

City of Eagle
660 E. Civic Lane
P.O. Box 1520
Eagle, Idaho 83616

FOR RECORDING INFORMATION

Maintenance Agreement

This Maintenance Agreement is made effective this ____ day of _____, 2020, by and between Creighton Woods Development, Inc ("**Grantor**"), and the City of Eagle, a political subdivision of the State of Idaho ("**Grantee**"). Grantor and Grantee may be collectively referred to as the parties.

RECITALS:

- A. Grantor is the owner of that certain real property in Ada County, Idaho, more particularly described as follows (hereafter "**Subdivision**").

CREIGHTON WOODS SUBDIVISION according to the official plat thereof filed in Book 118 of Plats at Pages 18024 through and including 18028 records of Ada County, Idaho.

- B. A 25' wide public river access easement ("**Easement**") exists as State of Idaho Acquired Easement No. 266 and depicted on the Subdivision.
- C. As a condition of approval of the Creighton Woods Subdivision, Case Numbers A-05-17/RZ-09-17/CU-14-17/PPUD-08-17/PP-09-17, the Grantee required Grantor to construct a 6-foot wide public access natural pathway within an existing river access easement (State of Idaho Acquired Easement No. 266) adjacent to the river ("**Pathway**"). This Pathway will terminate at the east and west ends of the easement no further than 15-feet away from the outer development property lines.
- D. The private pathways of the Creighton Woods Subdivision will be maintained per the Declaration of Covenants, Conditions, Restrictions, and Easements for Creighton Woods Subdivision.

AGREEMENT:

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Grant.** Grantor specifically reserves any use not incompatible to the existing Easement herein granted.
- 2. Easement Improvements.** Grantor shall complete, or cause to be completed, all improvements to the Easement as conditioned. Such improvements shall be a 6-wide natural Pathway.
- 3. Maintenance of Easement.** Grantor shall maintain the physical integrity of the Pathway in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of Grantee, which maintenance shall include, without limitation, removal from the Easement of paper, rubbish, debris, and other hazards to persons using the Easement, until such time as the Grantee elects to improve the Pathway for increased capacity and/or connectivity to other public pathways. At such time, the Grantee shall take over maintenance of the Pathway.

4. **Dedications.** Nothing contained herein shall, or shall be deemed to, constitute a gift or dedication of any portion of the Grantor's Property to the general public.

5. **Indemnity.** Grantor shall not be liable to Grantee for any damage or harm to Grantee or Grantee's property or Grantee's employees, agents, guests or invitees caused by or arising out of use of the Easement. Grantee hereby agrees to protect, defend, indemnify and hold harmless Grantor, its members, managers, tenants, employees, guests, invitees or agents, from and against any and all liability, costs and expenses including, without limitation, reasonable attorney's fees, for the following: damages, losses, injuries, or death to persons, or damages, infringements or losses to or of property, whether personal, real or intangible; or violation of any statute, law, ordinance, regulation or code of any federal, state or local government entity which may be asserted against Grantor, its members, managers, tenants, employees, guests, invitees, or agents, arising out of or in relation to the use of the Easement by Grantee or the public. Grantee's obligation under this paragraph to indemnify and hold Grantor harmless shall not extend to damages caused by the gross negligence of Grantor.

6. **Notices.** Any notice or demand from Grantor to Grantee or from Grantee to Grantor, including notice of a change in address, shall be personally delivered by special courier, or mailed by first class United States mail addressed to the address set forth below or such other address as a party shall have last designated by notice in writing to the other party as provided herein. Notice shall be deemed delivered on the date actually received or two (2) days after mailing, whichever is first.

Grantor: Creighton Woods Development, Inc.
Attn: Carlene or Mark Canfield
P.O. Box 95
Meridian, ID 83680

Grantee: City of Eagle
c/o Department of Parks & Recreation
660 E. Civic Lane
P.O. Box 1520
Eagle, Idaho 83616

7. **Miscellaneous.**

- A. **Binding on Successors.** This Maintenance Agreement shall be recorded in the official records of Ada County, Idaho and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.
- B. **Counterparts.** This Maintenance Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.
- C. **Headings.** The headings of the several paragraphs contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction or meaning of the provisions of this Maintenance Agreement.
- D. **Non-Exclusive.** Grantee's right to use the Easement is not exclusive. The fee title holders of the Grantor's Property shall have the right to use its property for all purposes provided that the same shall not unreasonably interfere with the use of the Easement as provided herein.
- E. **Compliance with Law.** Grantee hereby agrees to comply in all respects with any and all, federal, state and local statutes, law, ordinances, codes, regulations and rules in connection with the use of the Easement.

- F. **Assignment.** Grantee may not assign, transfer, license, delegate and/or grant all or any part of its rights or privileges hereunder to any person or entity, except as expressly provided herein.
- G. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Maintenance Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs.
- H. **Authorization.** Grantee warrants and represents that this Maintenance Agreement has been authorized by resolution of the City Council of Eagle and approved by the Mayor.
- I. **Recording.** This Maintenance Agreement is subject to all matters of record on the date this Maintenance Agreement is recorded in the office of the Recorder of Ada County; Grantee shall record this Maintenance Agreement and return a copy of the recorded Maintenance Agreement to Grantor.

[remainder of page is intentionally blank]

IN WITNESS WHEREOF, the undersigned have caused this Maintenance Agreement to be executed the day and year first written above.

GRANTOR:

CREIGHTON WOODS DEVELOPMENT, INC, an Idaho limited liability company

By: Carlene M. Canfield
Carlene M. Canfield, President

By: [Signature]
Mark C. Canfield, Vice President

GRANTEE:

CITY OF EAGLE, a political subdivision of the State of Idaho

By: _____, Mayor

ATTEST:

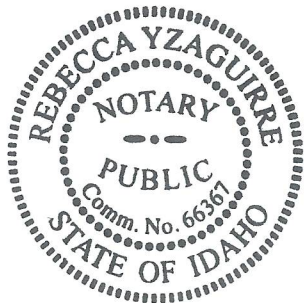
_____, City Clerk

[notary acknowledgments follow]

ACKNOWLEDGMENT

State of Idaho)
) ss.
County of Ada)

This record was acknowledged before me on February 27, 2020, by Carlene M. Canfield and Mark C. Canfield as President and Vice-President of Creighton Woods Development, Inc.



[Signature]
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 9-25-2021

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2020, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the Mayor of the CITY OF EAGLE, the municipal corporation that executed the instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____