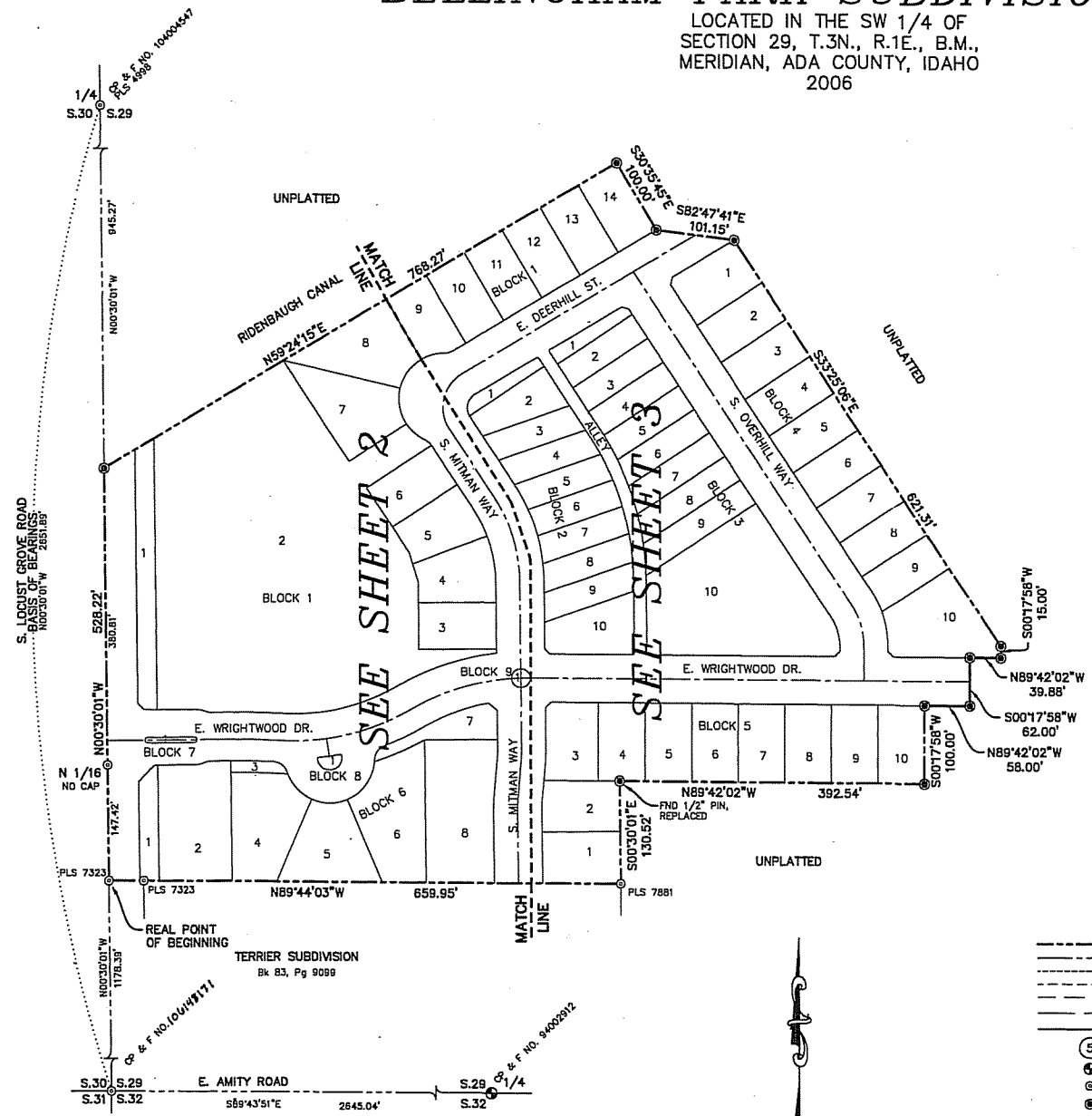


PLAT SHOWING BELLINGHAM PARK SUBDIVISION NO. 1

LOCATED IN THE SW 1/4 OF SECTION 29, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO 2006

Notes:

- 1) A ten (10) foot wide Permanent Public Utilities, Property Drainage, and Irrigation Easement is hereby designated along all lot lines common to a Public Right-of-Way and along all rear lot lines. A five (5) foot wide Irrigation, Public Utilities and Property Drainage Easement is hereby designated along each side of interior lot lines, except for the common lot lines between Lots 2 through 9, Block 2, and Lots 2 through 9, Block 3, as shown.
- 2) Any Re-Subdivision of this Plat shall be in compliance with the most recently approved Subdivision Standards of the City of Meridian.
- 3) Lots 1 and 2, Block 1, Lots 1 and 10, Block 2, Lots 1 and 10, Block 3, Lot 10, Block 4, Lots 1, 3 and 7, Block 8, Lot 1, Block 7, Lot 1, Block 8, and Lot 1, Block 9 are Common lots which shall be owned and maintained by the Bellingham Park Homeowner's Association.
- 4) This development recognizes Idaho Code Section 22-4503, Right to Farm Act, which states: "No Agricultural Operation or Appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding Nonagricultural Activities after the same has been in operation for more than One (1) year, when the Operation was not a nuisance at the time the Operation began; Provided that the Provisions of this Section shall not apply whenever a nuisance results from the improper or negligent Operation of any Agricultural Operation or Appurtenance to it."
- 5) Maintenance of any irrigation or drainage pipe or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an Irrigation/Drainage District. Irrigation water has been provided by the Nampa Meridian Irrigation District in compliance with Idaho Code Section 31-3805(b). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from the Nampa Meridian Irrigation District.
- 6) The bottom elevation of all structural footings shall be set a minimum of 12-inches above the highest established normal Ground Water Elevation.
- 7) Lots 1 and 2, Block 1 are subject to a twenty (20) foot wide Meridian City Sanitary Sewer Easement as shown Instrument No. 105122359.
- 8) Direct lot access to S. Locust Grove Road is prohibited.
- 9) Fencing on the common lot line of Lot 2, Block 1, shall be restricted to four-foot open fence per City of Meridian requirements.
- 10) Lot 1, Block 1, and Lot 1, Block 6 have a blanket ACHD sidewalk easement, Instrument No. 105100214.
- 11) Lots 2 through 9, Block 2, and Lots 2 through 9, Block 3, shall take access from the Alley.
- 12) A portion of Lot 1, Block 1, all of Lot 1 and a portion of Lot 10, Block 2, all of Lot 1 and a portion of Lot 10, Block 3, and a portion of Lot 1, Block 6 are servient to and contain the ACHD Storm Water Drainage System. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the Storm Water Drainage System are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the Operation and Maintenance of the Storm Water Drainage System.
- 13) Lot 8, Block 5, is subject to a temporary turnaround easement as shown, Instrument No. 105100215.
- 14) Front garage setbacks shall be 20 feet measured from the property line or back of sidewalk, whichever is more restrictive.
- 15) Lot 2, Block 1, has a 10 (ten) foot wide Gravity Irrigation Easement, as shown, for the benefit of Nampa Meridian Irrigation District for operation and maintenance of the Gravit Irrigation System. Lot 1, Block 1, has an Irrigation pumpstation easement as shown, for the benefit of Nampa Meridian Irrigation District for operation and maintenance of the pressure Irrigation pump station.

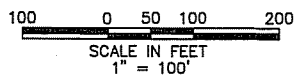


LEGEND

- Subdivision Boundary
- Section Line
- - - Easement line (See Note 1)
- - - Easement line (As noted)
- - - Easement line (See Note 12)
- Street Centerline
- Lot Line
- Lot Number
- Found Aluminum Cap Monument
- ⊙ Found 5/8" Iron Pin, as noted
- ⊙ Set 5/8" x 30" Iron Pin with Plastic Cap, PLS 4431
- ⊙ Set 1/2" x 24" Iron Pin with Plastic Cap, PLS 4431
- Survey Tie Line



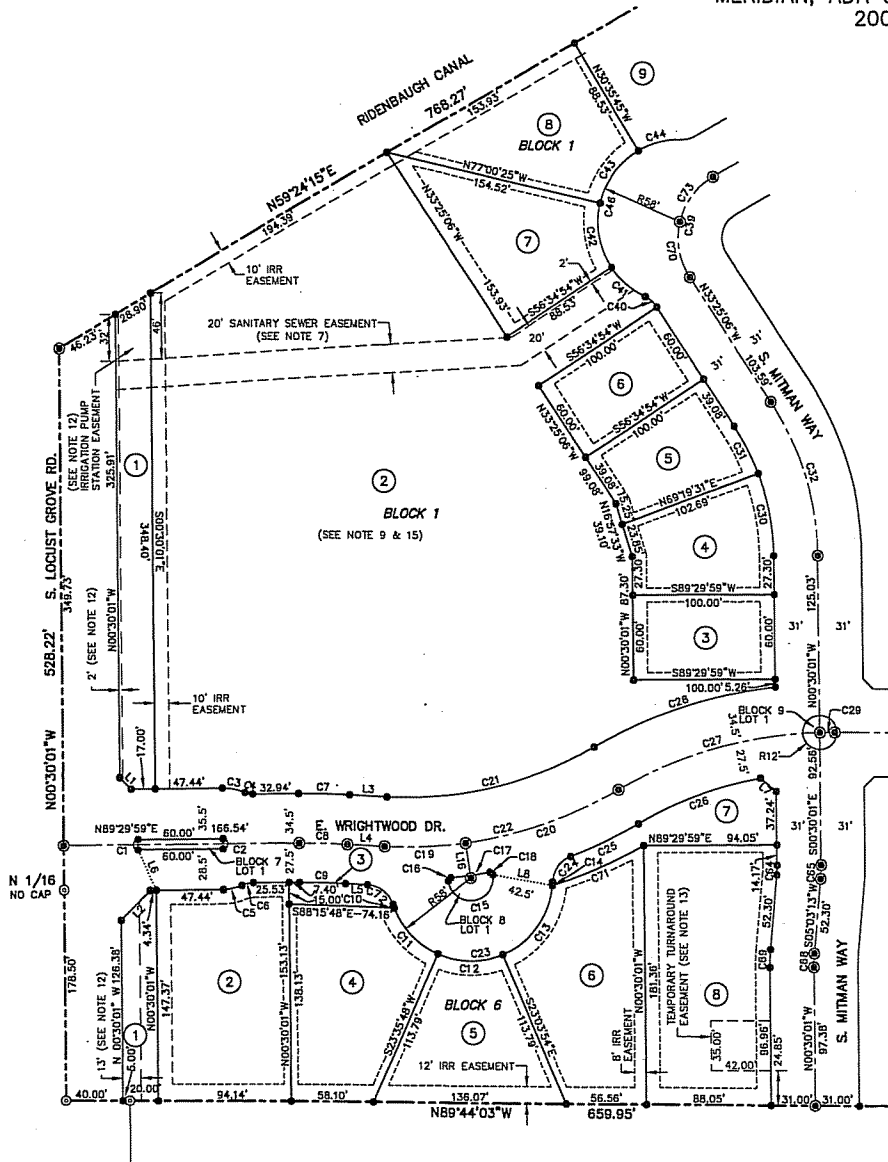
D. TERRY FEIGH, PLS 4431
1450 E. WATERTOWER STREET, STE. 150
MERIDIAN, ID 83542



Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
 1500 E. IRON EAGLE DR. TEL: 208-938-0013
 EAGLE, ID 83616 FAX: 208-938-0516

BELLINGHAM PARK SUBDIVISION NO. 1

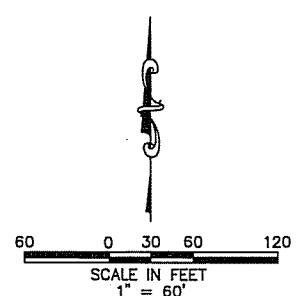
PLAT SHOWING
 A PORTION OF THE SW 1/4 OF
 SECTION 29, T.3N., R.1E., B.M.,
 MERIDIAN, ADA COUNTY, IDAHO
 2006



SEE SHEET 3

CURVE DATA:							
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BRG	
C1	180°00'00"	3.50'	11.00'	INFINITE	7.00'	500°30'01"W	
C2	180°00'00"	3.50'	11.00'	INFINITE	7.00'	N00°30'01"W	
C3	24°00'43"	39.00'	16.34'	8.29'	16.22'	N78°29'40"W	
C4	24°00'43"	13.00'	5.45'	2.76'	5.41'	S78°29'40"E	
C5	24°00'43"	32.00'	13.41'	6.81'	13.31'	N77°29'38"E	
C6	24°00'43"	20.00'	8.36'	4.25'	8.32'	S77°29'38"W	
C7	31°52'29"	634.50'	36.08'	18.05'	36.08'	N88°52'16"W	
C8	31°52'29"	600.00'	34.12'	17.06'	34.11'	N88°52'16"W	
C9	31°52'29"	572.50'	32.56'	16.28'	32.55'	N88°52'16"W	
C10	2°34'28"	58.00'	2.61'	1.30'	2.61'	S20°14'32"E	
C11	44°52'26"	58.00'	45.43'	23.95'	44.27'	S43°57'59"E	
C12	46°39'42"	58.00'	47.24'	25.02'	45.94'	S89°44'03"E	
C13	61°53'10"	58.00'	62.65'	34.77'	59.65'	N35°59'31"E	
C14	2°35'32"	58.00'	2.62'	1.31'	2.62'	N03°45'09"E	
C15	180°03'07"	16.00'	50.28'	INFINITE	32.00'	N81°49'08"E	
C16	91°54'06"	2.00'	3.21'	2.07'	2.87'	S38°13'09"W	
C17	4°42'09"	339.23'	27.84'	13.93'	27.84'	N81°49'08"E	
C18	91°54'06"	2.00'	3.21'	2.07'	2.87'	N54°34'54"W	
C19	10°56'20"	300.00'	57.28'	28.73'	57.19'	N87°17'18"E	
C20	22°00'46"	300.00'	115.26'	58.35'	114.55'	N70°48'45"E	
C21	32°57'06"	265.50'	152.69'	78.52'	150.60'	N78°16'55"E	
C22	32°57'06"	300.00'	172.53'	88.73'	170.17'	N78°16'55"E	
C23	158°25'30"	160.00'	53.90'	306.79'	113.90'	N81°49'08"E	
C24	65°37'05"	20.00'	23.25'	13.14'	21.87'	S35°45'56"W	
C25	91°16'06"	327.50'	52.98'	26.55'	52.92'	N64°26'25"E	
C26	19°28'37"	272.50'	92.63'	46.66'	92.19'	S69°32'41"W	
C27	28°29'10"	300.00'	149.15'	76.15'	147.62'	S74°02'57"W	
C28	23°17'15"	334.50'	135.95'	68.93'	135.02'	S71°26'59"W	
C29	2°00'26"	300.00'	10.51'	5.26'	10.51'	S89°17'45"W	
C30	20°10'28"	182.00'	59.51'	30.06'	58.20'	N10°35'16"W	
C31	12°44'37"	165.00'	37.69'	18.87'	37.51'	N12°35'47"W	
C32	32°55'05"	200.00'	114.91'	59.09'	113.33'	N16°52'13"W	
C33	5°28'37"	231.00'	22.08'	11.05'	22.07'	N03°14'20"W	
C34	9°02'52"	231.00'	36.48'	18.28'	36.44'	N10°30'04"W	
C35	8°56'18"	231.00'	36.04'	18.05'	36.00'	N19°28'39"W	
C36	9°03'06"	231.00'	36.49'	18.28'	36.46'	N28°29'21"W	
C37	0°24'12"	231.00'	1.63'	0.81'	1.63'	N33°13'00"W	
C38	92°49'21"	50.00'	30.78'	19.96'	27.52'	S12°35'25"W	
C39	92°49'21"	50.00'	81.00'	52.53'	72.43'	S12°35'25"W	
C40	31°28'18"	20.00'	10.99'	5.64'	10.85'	N49°09'15"W	
C41	31°28'18"	58.00'	31.86'	16.34'	31.46'	S49°09'15"E	
C42	46°24'41"	58.00'	46.98'	24.87'	45.71'	S10°12'46"E	
C43	46°24'41"	58.00'	46.98'	24.87'	45.71'	S36°11'55"W	
C44	31°28'18"	58.00'	31.86'	16.34'	31.46'	S75°08'24"W	
C45	31°28'18"	20.00'	10.99'	5.64'	10.85'	N75°08'24"E	
C46	155°45'56"	58.00'	157.68'	270.15'	113.42'	S12°35'25"W	
C47	13°24'39"	131.00'	30.66'	15.40'	30.59'	N26°42'46"W	
C48	20°18'25"	131.00'	46.43'	23.46'	46.19'	N09°51'15"W	
C49	33°43'04"	100.00'	58.85'	30.30'	58.00'	N16°33'34"W	
C50	33°43'04"	69.00'	40.61'	20.91'	40.02'	N16°33'34"W	
C51	1°50'09"	362.00'	11.60'	5.80'	11.60'	N32°30'02"W	
C52	5°43'10"	362.00'	36.14'	18.08'	36.12'	N28°43'22"W	
C53	4°58'10"	345.00'	30.01'	15.01'	30.00'	N32°56'01"W	
C54	5°59'50"	346.00'	36.22'	18.12'	36.20'	N25°27'01"W	
C55	5°47'48"	362.00'	36.62'	18.33'	36.61'	N22°57'53"W	
C56	5°56'23"	362.00'	37.53'	18.78'	37.51'	N17°05'48"W	
C57	5°57'51"	346.00'	36.02'	18.02'	36.00'	N19°28'10"W	
C58	5°59'46"	346.00'	36.21'	18.12'	36.19'	N13°29'22"W	
C59	6°09'53"	362.00'	38.95'	19.49'	38.93'	N11°02'39"W	
C60	6°29'59"	362.00'	41.07'	20.56'	41.04'	N04°42'43"W	
C61	6°05'49"	346.00'	36.82'	18.43'	36.80'	N07°26'34"W	
C62	3°53'38"	346.00'	23.52'	11.76'	23.51'	N02°26'50"W	
C63	0°57'42"	362.00'	6.08'	3.04'	6.08'	N00°58'52"W	
C64	5°33'14"	69.00'	6.69'	3.35'	6.69'	N02°16'36"E	
C65	5°33'14"	100.00'	9.69'	4.85'	9.69'	N02°16'36"E	
C66	5°33'14"	131.00'	12.70'	6.35'	12.69'	N02°16'36"E	
C67	5°33'14"	69.00'	6.69'	3.35'	6.69'	S02°16'36"W	
C68	5°33'14"	100.00'	9.69'	4.85'	9.69'	S02°16'36"W	
C69	5°33'14"	131.00'	12.70'	6.35'	12.69'	S02°16'36"W	
C70	46°24'41"	50.00'	40.50'	21.44'	39.40'	S10°12'46"E	
C71	11°47'35"	342.50'	70.50'	35.37'	70.37'	N66°28'03"E	
C72	68°17'14"	20.00'	23.84'	13.56'	22.45'	N53°05'54"W	
C73	46°24'41"	50.00'	40.50'	21.44'	39.40'	S36°11'55"W	

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.31	N45°30'01"W
L2	28.21	N44°28'58"E
L3	26.35	N87°14'32"E
L4	26.35	S87°14'32"E
L5	15.47	S87°14'32"E
L6	31.14	N24°16'49"W
L7	14.47	S60°02'23"E
L8	42.62	S70°16'29"E
L9	3.21	N51°31'17"W
L10	9.57	N44°53'58"E
L11	9.83	S45°06'02"E
L12	9.65	N77°00'25"W
L13	10.14	S12°59'35"W
L14	9.90	S44°42'02"E
L15	9.90	N45°17'58"E
L16	24.54	N08°10'59"W
L17	3.12	N14°43'05"W
L18	2.71	S22°11'24"E
L19	2.68	S21°24'38"W



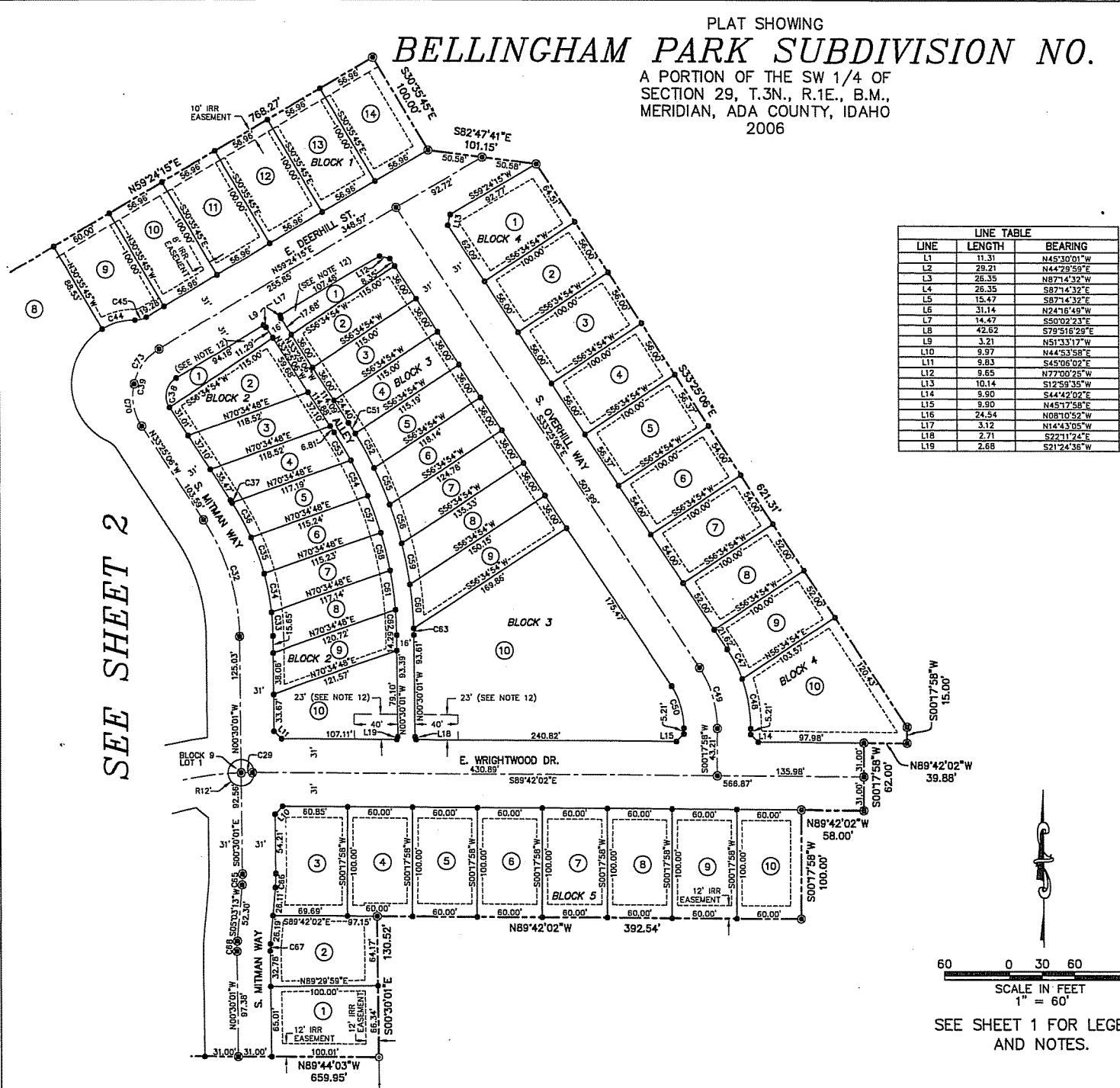
SEE SHEET 1 FOR LEGEND AND NOTES.



Bailey Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 1500 E. IRON EAGLE DR. EAGLE, ID 83616
 TEL 208-838-0813 FAX 208-838-0516

PLAT SHOWING BELLINGHAM PARK SUBDIVISION NO. 1

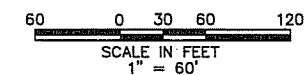
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MERIDIAN, ADA COUNTY, IDAHO
2006



CURVE	DELTA	RADIUS	CURVE DATA:			
			LENGTH	TANGENT	CHORD	CHORD BRG
C1	180°00'00"	3.50'	11.00'	INFINITE	7.00	S00°30'01"W
C2	180°00'00"	3.50'	11.00'	INFINITE	7.00	N00°30'01"W
C3	24°00'43"	39.00'	16.34'	3.29	16.22	N78°29'40"W
C4	24°00'43"	13.00'	5.45'	2.76	5.41	S78°29'40"W
C5	24°00'43"	32.00'	13.41'	6.81	13.31	N77°29'38"W
C6	24°00'43"	20.00'	9.38'	4.25	8.32	S77°29'38"W
C7	31°52'29"	634.50'	36.08'	36.08'	18.05	N88°52'16"W
C8	31°52'29"	600.00'	34.12'	17.06	34.11	N88°52'16"W
C9	31°52'29"	572.50'	32.56'	16.28	32.55	N88°52'16"W
C10	2°34'29"	58.00'	2.61'	1.30	2.61	S201°43'2"E
C11	44°52'26"	58.00'	45.43'	23.95	44.27	S43°57'59"E
C12	46°39'42"	58.00'	47.24'	25.02	45.84	S44°02'16"E
C13	61°53'10"	58.00'	62.10'	34.77	59.65	N35°59'31"E
C14	2°35'32"	58.00'	2.62'	1.31	2.62	N03°45'09"E
C15	180°03'10"	16.00'	50.28'	INFINITE	32.00	N81°49'08"E
C16	9°54'06"	2.00'	3.21'	2.07	2.87	S38°13'09"W
C17	4°42'09"	339.23'	27.84'	13.93	27.84	N81°49'08"E
C18	91°34'06"	2.00'	3.21'	2.07	2.87	N81°49'08"E
C19	10°58'20"	300.00'	57.28'	28.73	57.19	N87°18'16"E
C20	22°00'46"	300.00'	115.26'	58.35	114.55	N70°48'45"E
C21	32°57'06"	265.50'	152.69'	78.52	150.60	N76°16'55"E
C22	32°57'06"	300.00'	172.53'	88.73	170.17	N76°16'55"E
C23	158°35'19"	58.00'	160.54'	306.79	113.98	N81°45'03"E
C24	66°37'05"	20.00'	23.25'	13.14	21.97	S35°45'56"W
C25	97°16'05"	327.50'	52.98'	26.55	52.92	N64°26'25"E
C26	19°28'37"	272.50'	62.63'	46.66	92.19	S89°32'41"W
C27	28°29'10"	300.00'	166.15'	78.15	147.62	N74°56'57"W
C28	23°17'15"	334.50'	135.69'	68.93	135.02	S71°59'29"W
C29	2°00'26"	300.00'	10.51'	5.26	10.51	S89°17'45"W
C30	20°10'28"	169.00'	59.51'	30.06	59.20	N10°35'15"W
C31	12°44'37"	169.00'	37.59'	18.87	37.51	N12°27'47"W
C32	32°55'05"	200.00'	114.91'	59.09	113.33	N61°59'35"W
C33	57°37'37"	231.00'	22.08'	11.05	22.07	N03°14'20"W
C34	9°02'52"	231.00'	36.48'	18.28	36.41	N10°30'04"W
C35	8°56'18"	36.00'	36.04'	18.02	36.00	N16°33'34"W
C36	9°03'06"	231.00'	36.49'	18.28	36.46	N28°29'21"W
C37	0°24'12"	231.00'	1.63'	0.81	1.63	N33°13'00"W
C38	92°49'21"	19.00'	30.78'	19.96	27.52	S12°59'35"W
C39	92°49'21"	50.00'	81.00'	52.53	72.43	S12°59'35"W
C40	31°28'18"	20.00'	10.99'	5.64	10.85	N49°09'15"W
C41	31°28'18"	58.00'	31.86'	16.34	31.48	S49°09'15"E
C42	48°24'41"	58.00'	46.99'	24.87	45.71	S10°12'46"E
C43	48°24'41"	58.00'	46.99'	24.87	45.71	S38°11'55"W
C44	31°28'18"	58.00'	31.86'	16.34	31.46	S75°08'24"W
C45	31°28'18"	20.00'	10.99'	5.64	10.85	N75°08'24"E
C46	155°45'56"	58.00'	157.68'	270.15	113.42	S12°59'35"W
C47	137°43'29"	131.00'	20.86'	15.40	30.59	N26°42'46"W
C48	201°8'25"	131.00'	46.43'	23.46	46.19	N09°51'15"W
C49	33°43'04"	100.00'	58.85'	30.30	58.00	N16°33'34"W
C50	33°43'04"	89.00'	40.61'	20.91	40.02	N16°33'34"W
C51	1°50'09"	362.00'	11.60'	5.80	11.60	N32°30'02"W
C52	54°3'10"	362.00'	36.14'	18.08	36.12	N28°43'22"W
C53	4°58'10"	346.00'	30.01'	15.01	30.00	N30°56'01"W
C54	5°59'50"	346.00'	36.22'	18.12	36.20	N25°27'01"W
C55	54°7'48"	362.00'	36.62'	18.33	36.61	N22°57'53"W
C56	5°56'23"	362.00'	37.53'	18.78	37.51	N17°39'48"W
C57	5°57'51"	362.00'	36.02'	18.02	36.00	N19°28'10"W
C58	5°59'48"	346.00'	36.21'	18.12	36.19	N13°29'22"W
C59	6°09'53"	362.00'	38.95'	19.49	38.93	N11°02'39"W
C60	6°29'59"	362.00'	41.07'	20.56	41.04	N04°42'43"W
C61	6°05'49"	346.00'	36.82'	18.43	36.80	N07°26'34"W
C62	3°53'38"	346.00'	23.52'	11.76	23.51	N02°26'50"W
C63	0°57'42"	362.00'	6.08'	3.04	6.08	N00°58'52"W
C64	5°33'14"	69.00'	6.69'	3.35	6.69	N07°18'36"W
C65	5°57'51"	100.00'	9.69'	4.85	9.69	N07°18'36"W
C66	5°33'14"	131.00'	12.70'	6.35	12.69	N02°16'36"W
C67	5°33'14"	69.00'	6.69'	3.35	6.69	S02°16'36"W
C68	5°33'14"	100.00'	9.69'	4.85	9.69	S02°16'36"W
C69	5°33'14"	131.00'	12.70'	6.35	12.69	S02°16'36"W
C70	48°24'41"	50.00'	40.50'	21.44	39.40	S10°12'48"E
C71	11°47'35"	342.50'	70.50'	35.37	70.37	N68°28'03"E
C72	68°17'14"	20.00'	23.84'	13.56	22.45	N53°09'54"W
C73	48°24'41"	50.00'	40.50'	21.44	39.40	S38°11'55"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.31	N45°30'01"W
L2	29.21	N44°28'58"E
L3	26.35	N87°14'32"W
L4	26.35	S87°14'32"E
L5	15.47	N74°18'49"W
L6	31.14	N74°18'49"W
L7	14.47	S00°02'23"E
L8	42.62	S79°58'29"E
L9	3.21	N51°33'17"W
L10	9.97	N44°53'58"E
L11	9.83	S45°06'02"E
L12	9.85	N77°00'25"W
L13	10.14	S12°59'35"W
L14	9.90	S44°42'02"E
L15	9.90	N45°17'58"E
L16	24.54	N08°10'52"W
L17	3.12	N14°43'05"W
L18	2.71	S22°11'24"E
L19	2.68	S21°24'36"W

SEE SHEET 2



SEE SHEET 1 FOR LEGEND AND NOTES.



Bailey Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 1500 E IRON EAGLE DR. EAGLE, ID 83616 TEL: 208-938-0013 FAX: 208-938-0516

BELLINGHAM PARK SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents: That Bellingham Park, LLC., an Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the SW 1/4 of Section 29, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 30, 31, 32, and the said Section 29, from which the 1/4 corner common to said Sections 29 and 30 bears North 00°30'01" West, 2851.89 feet; Thence North 00°30'01" West, 1178.39 feet to the Northwest corner of Terrier Subdivision, as same is recorded in Book 83 of Plats at Page 9099, records of Ada County, Idaho, said point being the REAL POINT OF BEGINNING.

- Thence continuing North 00°30'01" West, 528.22 feet to a point on the southerly right-of-way of the Ridenbaugh Canal;
- Thence along said right-of-way North 59°24'15" East, 768.27 feet;
- Thence departing said right-of-way South 30°35'45" East, 100.00 feet;
- Thence South 82°47'41" East, 101.15 feet to a point on the southwesterly right-of-way of Ten Mile Creek;
- Thence along said right-of-way South 33°25'09" East, 621.31 feet;
- Thence departing said right-of-way South 00°17'58" West, 15.00 feet;
- Thence North 89°42'02" West, 39.88 feet;
- Thence South 00°17'58" West, 62.00 feet;
- Thence North 89°42'02" West, 58.00 feet;
- Thence South 00°17'58" West, 100.00 feet;
- Thence North 89°42'02" West, 392.54 feet;
- Thence South 00°30'01" East, 130.52 feet to the Northeast corner of said Terrier Subdivision;
- Thence along the North line of said subdivision North 89°44'03" West, 659.95 feet to the Point of Beginning. Containing 16.61 acres, more or less.

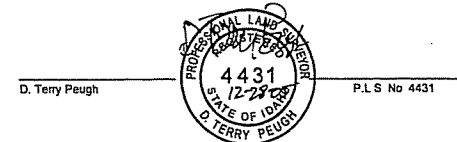
It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Meridian main line located adjacent to the subject subdivision, and City of Meridian has agreed in writing to serve all the lots in this subdivision.

Bellingham Park, LLC.

Steven L. Schmidt
Steven L. Schmidt, Manager

CERTIFICATE OF SURVEYOR

I, D. Terry Peugh, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



ACKNOWLEDGMENT

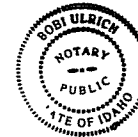
State of Idaho)
) s.s.
County of Ada)

On this 30th day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven L. Schmidt, known or identified to me to be the Manager of Bellingham Park, LLC., the Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company and acknowledged to me that such Limited Liability Company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

1-4-2011
My commission expires

Bob Ulrich
Notary Public for Idaho
Residing in Boise, Idaho



Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1500 E IRON EAGLE DR TEL 208-938-0013
EAGLE, ID 83616 FAX 208-938-0516

BELLINGHAM PARK SUBDIVISION NO. 1

SATISFACTION OF SANITARY RESTRICTION

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the State of Idaho, Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.



[Signature] 1/9/06
Central District Health Department Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 23rd day of June, 2006.



[Signature]
Chairman ACHD

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Meridian, Ada County, Idaho, hereby approve this plat.

[Signature] 8/1/06
City Engineer Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Meridian, Ada County, Idaho, hereby certify that at a regular meeting of the City Council held on the 15th day of November, 2005, this plat was duly accepted and approved.

[Signature]
City Clerk, Meridian, Idaho

CERTIFICATE OF COUNTY SURVEYOR

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

[Signature] 10-03-06
County Surveyor PLS 570

CERTIFICATE OF 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.

10-3-06
Date



[Signature] by [Signature]
County Treasurer

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 Bailey Engineering at 17 Minutes past 10 O'clock A M. on this 4th day of October, 2006, in Book 96 of plats at Pages 11946-11950.

Instrument no. 106158185

[Signature] Fee: \$26.-
Deputy

[Signature]
Ex-Officio Recorder

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1500 E. IRON EAGLE DR. TEL: 208-938-0013
EAGLE, ID 83616 FAX: 208-938-0516

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/20/06 10:54 AM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Pioneer

AMOUNT 168.00

56



ACCOMMODATION

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
BELLINGHAM PARK SUBDIVISION**

October 19, 2006

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF PROPERTY WITHIN THE BELLINGHAM PARK SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL HOME OWNERS AND OCCUPANTS.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BELLINGHAM PARK SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Bellingham Park Subdivision (this "Declaration") is made effective this 19th day of October, 2006, by Bellingham Park, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: RECITALS

Section 1. Property Covered. The property subject to this Declaration is the property legally described in the attached Exhibit A, which is made a part hereof, together with any other property made subject to this Declaration pursuant to the terms herein (the "Property"). This Declaration is for the benefit of Declarant and any and all Owners of any portion of the Property.

Section 2. Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property, and use of any and all portions thereof. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

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

ARTICLE III: DEFINITIONS

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

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

Section 3. "Association" shall mean the Bellingham Park Subdivision Homeowners' Association, Inc., its successors and/or assigns.

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

Section 5. "Common Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit B, which is made a part hereof.

Section 6. "Declarant" shall mean Bellingham Park, LLC, an Idaho limited liability company.

Section 7. "Dwelling Unit" shall mean single family, detached residential houses to be

constructed on each Lot.

Section 8. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes.

Section 9. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to Common Lots or the Pressurized Irrigation System, or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 10. "Lot" shall mean any plot of land shown on the Plat, and/or any other recorded subdivision plat of the Property, with the exception of the Common Lots.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 15. "Plat" shall mean the Bellingham Park Subdivision No. 1 final plat filed in Book 96 of Plats at Pages 11946 through 11950, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, and made a part hereof.

Section 16. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article VI.

Section 17. "Property" shall mean that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 18. "Public Alley" shall mean that certain Alley located between Blocks 2 and 3 as shown on the Plat.

Section 19. "Regular Assessments" shall mean the cost of maintaining, improving, repairing,

managing and operating the Common Lots, including all Improvements thereon or thereto, and the Pressurized Irrigation System, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

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

Section 21. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments paid to the Association pursuant to the provisions of this Declaration or any supplemental declaration.

Section 22. "Swales" shall mean those storm water drainage swales located within all Ada County Highway District ("ACHD") Right-of-Ways within the Property.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

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

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed. No Dwelling Units shall be more than two stories above ground.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;
- (b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and
- (c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the

Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations do not increase the burdens on the streets or Public Alley within the Property (including increased traffic).** If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the streets or the Public Alley, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by them, regardless of the impact on the streets or Public Alley.

Section 4. Vehicle Storage. Unenclosed areas, which include driveways and all other areas within the Property, are restricted to use for temporary parking of operative motor vehicles of guests, invitees and licensees of Owners, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Dwelling Unit. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. **Notwithstanding the foregoing, parking in the Public Alley is strictly prohibited.**

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

Section 5. Compliance With Laws and Waste. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances. No waste shall be permitted in any Common Lots, Lot or any Dwelling Unit.

Section 6. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 8. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling

Unit, Common Lots or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit or on any building without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner, enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. The cost of any such repairs and maintenance shall be treated as a Limited Assessment to such Owner. In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their guests or invitees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 10. Outbuildings. Only one outbuilding per Lot will be allowed. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 11. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as six foot dog eared cedar, or vinyl. Chain link fences are prohibited. No fence shall be higher than six feet. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as to not unreasonably interfere

with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable, nuisance or noxious use.

Section 12. Antennae. Antennae and/or satellite dishes shall be placed in the back yards or mounted on the back or side of all Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 14. Drainage. All Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two and no more than three vehicles. To the extent possible, garage doors must remain closed at all times.

Section 16. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 17. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, and tiled irrigation lines, if any, free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good sound condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 18. Garbage Pick-Up. Garbage and recycle containers can be placed on the appropriate sidewalks or driveways on garbage and recycle collection days, but such containers must be removed no later than 6:00pm that evening.

Section 19. Public Alley. The Public Alley is for the use and benefit of Declarant, the Association and all Owners. This Public Alley shall be maintained by the Ada County Highway District. **No parking is allowed in the Public Alley at anytime.**

Section 20. Swales. The primary purpose of the Swales is for storm water retention. The Association and Owners shall maintain the Swales in good condition and repair including, without limitation, mowing, trimming and irrigation. ACHD shall have the right to inspect the Swales and perform any required maintenance it deems advisable. The Association shall reimburse ACHD for any costs and/or expenses incurred by ACHD for this maintenance. In the event of non-payment by the Association, ACHD shall have the right to lien all Lots within the Property. Other than normal and customary maintenance and repairs, the Swales cannot be altered without the prior written consent of ACHD. Parking in the Swales is strictly prohibited.

Notwithstanding any other provision found in this Declaration, this Section may only be amended with the prior written consent of ACHD.

Section 21. Other Association Rights, Duties and Obligations. In addition to all other Association rights, duties and obligations contained in this Declaration, the Association is hereby assigned, and the Association hereby assumes, all the rights, duties and obligations of the Declarant under 1) that certain License Agreement by and between Declarant and the Nampa & Meridian Irrigation District, a copy of which is attached hereto as Exhibit D and made a part hereof, 2) that certain License Agreement by and between Declarant and ACHD, a copy of which is attached hereto as Exhibit E and made a part hereof, and 3) that certain Public Right-Of-Way Easement (Sidewalk) by and between Declarant and ACHD, a copy of which is attached hereto as Exhibit F and made a part hereof.

ARTICLE V: POOL/CLUBHOUSE AND ESTANCIA SUBDIVISION

Lot 10, Block 3 as shown on the Plat is a Common Lot to be owned and maintained by the Association. A pool, clubhouse and/or other Improvements may be constructed on this Lot for the common use and enjoyment of all Owners and their families and invitees. The residents of the neighboring Estancia Subdivision shall also be entitled to use and enjoy these Improvements. This use and enjoyment is conditioned upon such residents abiding by any and all rules and regulations adopted by the Association and such residents (through their homeowners' association) paying their proportionate share of all costs and expenses to operate and maintain all Improvements located on Lot 10, Block 3. The Estancia Subdivision residents' proportionate share of all costs and expenses to operate and maintain Lot 10, Block 3 shall equal 36% of all such costs and expenses. The Association can invoice these amounts to the Estancia Subdivision homeowners' association monthly, quarterly or annually, at its discretion. In the event the Estancia Subdivision homeowners' association does not pay these amounts within thirty days of the invoice date, the Association shall have the right to preclude any Estancia Subdivision residents from using any portion of Lot 10, Block 3.

ARTICLE VI: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the Nampa & Meridian Irrigation District utilizing a pressurized irrigation system which includes main lines, pumps, sprinkling clocks, service lines, valves, and other facilities located on the Property ("Pressurized Irrigation System"). Declarant shall have the right to sell this Pressurized Irrigation System to the Association at cost and the Association shall have the right to levy Assessments to raise the acquisition cost of such purchase.

The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property, each Owner hereby agrees to pay its proportionate share of Assessments associated with the operation and maintenance of the Pressurized Irrigation System and covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to their children, guests, agents, or invitees caused by the Pressurized Irrigation System.

ARTICLE VII: INSURANCE

Section 1. Insurance. The Association shall obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association

deems necessary or advisable, which shall include, without limitation, the following policies to the extent its is possible for the Association to obtain the same:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and other property located within the Common Lots and for the Pressurized Irrigation System;

(b) Comprehensive general liability insurance insuring the Association and its agents and employees, invitees and guests against any liability incident to the ownership, management, maintenance and/or use of the Common Lots and Pressurized Irrigation System;

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

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

ARTICLE VIII: MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

ARTICLE IX: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefor is deemed to covenant and agree to pay to the Association all Assessments levied thereby.** These Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The

personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for any construction, maintenance, and operation of the Common Lots and Pressurized Irrigation System.

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

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

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$15.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or Pressurized Irrigation System or abandonment of his or her Lot.

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

ARTICLE X: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and by-laws, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and by-laws and this Declaration, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Common Lots and Pressurized Irrigation System, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots and Pressurized Irrigation System. The Board may arrange for special metering of utilities as appropriate.

(c) Maintenance and repair of storm drains located on the Property, if any, except for those storm drains located on or within the right-of-way of any street, road, alley or other land dedicated to public use.

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

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

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

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

(h) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Lots responsible to the extent of their responsibility.

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

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

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes

of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

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

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

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

ARTICLE XI: ARCHITECTURAL COMMITTEE

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

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required

by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

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

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

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

(b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

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

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

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

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

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

ARTICLE XII: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation. Additional residential property and/or Common Lots may be annexed to the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest.

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

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

[End of Text]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 19th day of October, 2006.

Bellingham Park, LLC,
an Idaho limited liability company

By: [Signature]
Name: Steve Schmidt
Its: MANAGER

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Schmidt, known or identified to me to be a manager of Bellingham Park, LLC, the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 6.1.2011

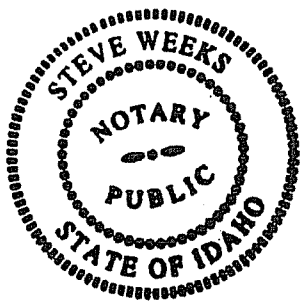


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 14, Block 1; Lots 1 through 10, Block 2; Lots 1 through 10, Block 3; Lots 1 through 10, Block 4; Lots 1 through 10, Block 5; Lots 1 through 8, Block 6; Lot 1, Block 7; Lot 1, Block 8 and Lot 1, Block 9 of Bellingham Park Subdivision No. 1, according to the official plat thereof, filed in Book 96 of Plats at Pages 11946 through 11950, Records of Ada County, Idaho.

EXHIBIT B
LEGAL DESCRIPTION OF COMMON LOTS

Lots 1 and 2, Block 1; Lots 1 and 10, Block 2; Lots 1 and 10, Block 3; Lot 10, Block 4; Lots 1, 3 and 7, Block 6; Lot 1, Block 7; Lot 1, Block 8 and Lot 1, Block 9 of Bellingham Park Subdivision No. 1, according to the official plat thereof, filed in Book 96 of Plats at Pages 11946 through 11950, Records of Ada County, Idaho.

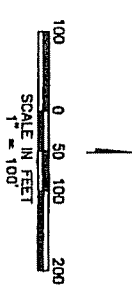
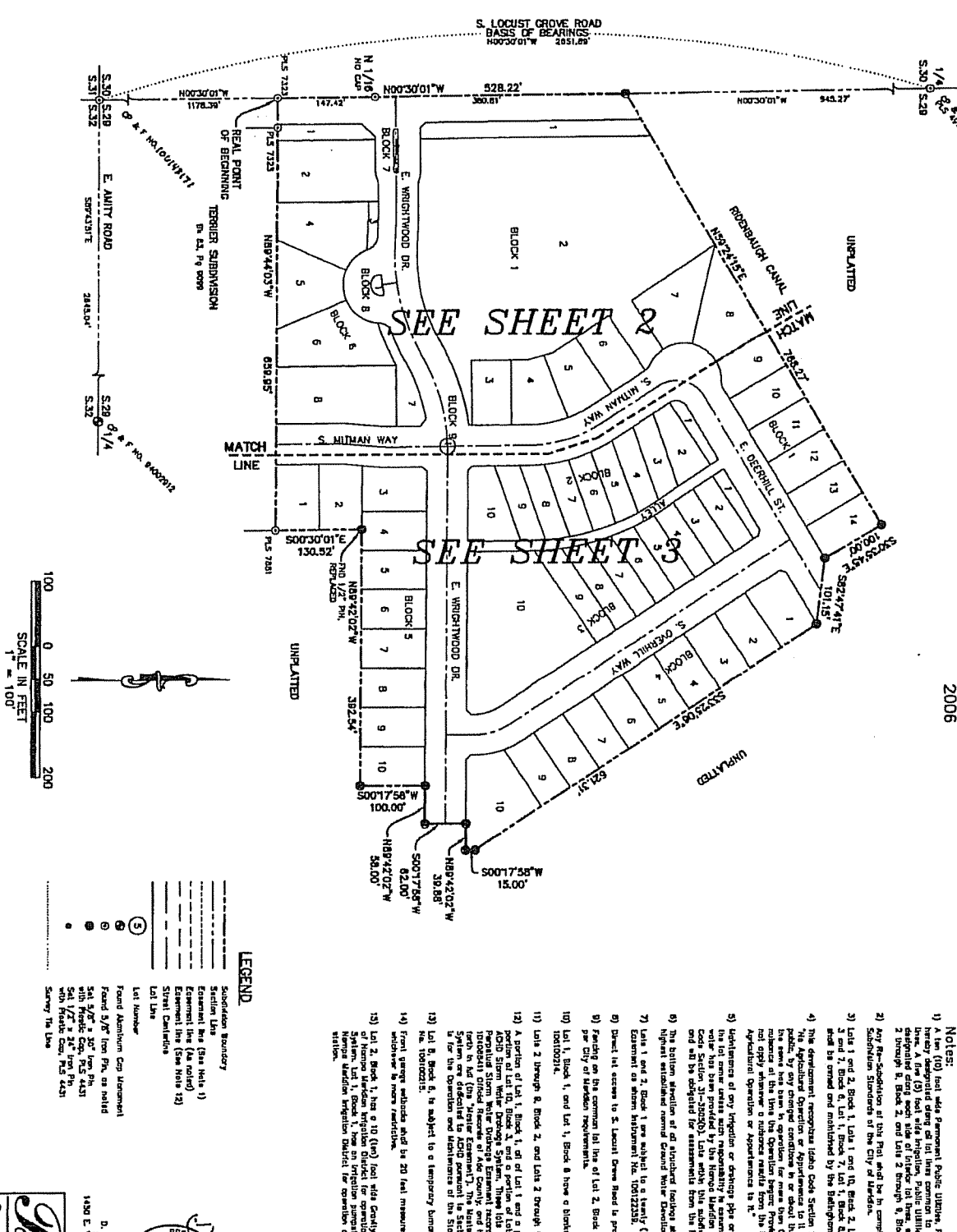
EXHIBIT C
BELLINGHAM PARK SUBDIVISION NO. 1 FINAL PLAT

Recorded 10-4-06

Inst. # 106158185 Blc 9b 11946-11950

BELLINGHAM PARK SUBDIVISION NO. 1

PLAT SHOWING
LOCATED IN THE SW 1/4 OF
SECTION 29, T.3N., R.1E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO
2006



LEGEND	
(Symbol)	Section Boundary
(Symbol)	Subdivision Boundary
(Symbol)	Setback Line
(Symbol)	Street Line (See Note 1)
(Symbol)	Corner Point (See Note 2)
(Symbol)	Survey Line

SHEET 1 OF 5

11) Lots 2 through 4, Block 2, and Lots 2 through 4, Block 3, shall take access from the alley.

12) A portion of Lot 1, Block 1, and a portion of Lot 10, Block 2, all of Lot 1 and a portion of Lot 10, Block 2, all of Lot 1, Block 2, and a portion of Lot 1 and a portion of Lot 10, Block 2, shall take access from the alley.

13) The portion of Lot 1, Block 1, and a portion of Lot 10, Block 2, all of Lot 1 and a portion of Lot 10, Block 2, shall take access from the alley.

14) Front garage setbacks shall be 20 feet measured from the property line or back of setback, whichever is more restrictive.

- Notes:
- 1) A ten (10) foot wide permanent public utility, property setback, and utility easement to be established and owned by the City of Meridian, Idaho, shall be established along each side of the following streets, except for the common lot lines between Lots 2 through 4, Block 2, and Lots 2 through 4, Block 3, as shown.
 - 2) Any Re-subdivision of this Plat shall be in compliance with the most recently approved Subdivision Standards of the City of Meridian.
 - 3) Lots 1 and 2, Block 1; Lots 1 and 10, Block 1; Lot 10, Block 1; Lot 10, Block 4; Lot 1, 5 and 7, Block 6; Lot 1, Block 7; Lot 1, Block 8; and Lot 1, Block 9 are Common lots which shall be owned and maintained by the Bellingham Park Homeowners' Association.
 - 4) The development, operation or maintenance of any form of agricultural, public or private, agricultural operation or other use on any lot is prohibited by any ordinance, rule or regulation of any governmental entity having jurisdiction over such use, unless such use is specifically approved by the City of Meridian. No person shall engage in agricultural operation or other use on any lot unless such use is specifically approved by the City of Meridian.
 - 5) Maintenance of any irrigation or drainage pipe or other facility on a lot is the responsibility of the lot owner unless otherwise specifically provided for in the subdivision plat or otherwise.
 - 6) The subdivision plat shown hereby is subject to the provisions of the City of Meridian's Code of Ordinances, particularly those provisions relating to the use of water and sewer service.
 - 7) Lots 1 and 2, Block 1 are subject to a ten-foot (10') front yard setback requirement as shown in the subdivision plat, as amended.
 - 8) Front setbacks to the common lot line of Lot 2, Block 1, shall be maintained to the minimum setback shown on the subdivision plat, as amended.
 - 9) Front setbacks to the common lot line of Lot 2, Block 1, shall be maintained to the minimum setback shown on the subdivision plat, as amended.
 - 10) Lot 1, Block 1, and Lot 1, Block 8 have a blanket ADU10 setback requirement, independent of the minimum setback shown on the subdivision plat, as amended.
 - 11) The portion of Lot 1, Block 1, and a portion of Lot 10, Block 2, all of Lot 1 and a portion of Lot 10, Block 2, shall take access from the alley.
 - 12) A portion of Lot 1, Block 1, and a portion of Lot 10, Block 2, all of Lot 1 and a portion of Lot 10, Block 2, shall take access from the alley.
 - 13) The portion of Lot 1, Block 1, and a portion of Lot 10, Block 2, all of Lot 1 and a portion of Lot 10, Block 2, shall take access from the alley.
 - 14) Front garage setbacks shall be 20 feet measured from the property line or back of setback, whichever is more restrictive.

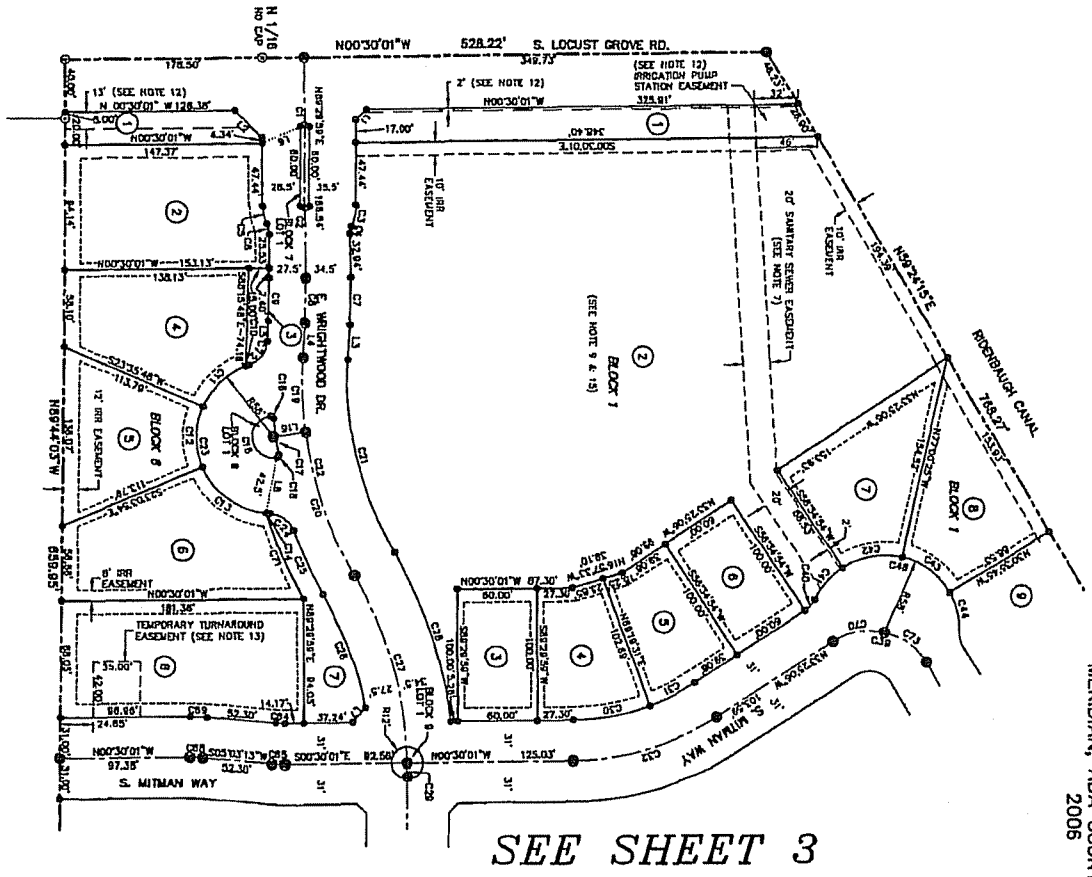
PROFESSIONAL ENGINEER
STATE OF IDAHO
No. 4431
DAVID J. HENRY

PROFESSIONAL ENGINEER
STATE OF IDAHO
No. 4431
DAVID J. HENRY

D. THOMAS HENRY, PLS 4431
1430 E. MERIDIAN, ID 83404
PH: 208-753-2222

Balley Engineering, Inc.
CIVIL ENGINEERING/PLANNING/CADD
1500 E. MERIDIAN, ID 83404
PH: 208-753-2222

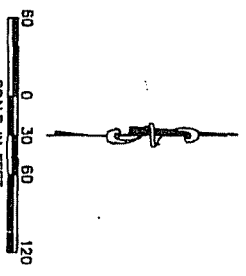
PLAT SHOWING
BELLINGHAM PARK SUBDIVISION NO. 1
 A PORTION OF THE SW 1/4 OF
 SECTION 29, T.3N., R.1E., B.M.,
 MERIDIAN, ADA COUNTY, IDAHO
 2006



SEE SHEET 3

STATION	CHORD	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.
1+00.00	100.00	N 00°00'00" W	100.00	N 00°00'00" W	100.00
1+05.00	95.16	N 00°00'00" W	95.16	N 00°00'00" W	95.16
1+10.00	90.32	N 00°00'00" W	90.32	N 00°00'00" W	90.32
1+15.00	85.48	N 00°00'00" W	85.48	N 00°00'00" W	85.48
1+20.00	80.64	N 00°00'00" W	80.64	N 00°00'00" W	80.64
1+25.00	75.80	N 00°00'00" W	75.80	N 00°00'00" W	75.80
1+30.00	70.96	N 00°00'00" W	70.96	N 00°00'00" W	70.96
1+35.00	66.12	N 00°00'00" W	66.12	N 00°00'00" W	66.12
1+40.00	61.28	N 00°00'00" W	61.28	N 00°00'00" W	61.28
1+45.00	56.44	N 00°00'00" W	56.44	N 00°00'00" W	56.44
1+50.00	51.60	N 00°00'00" W	51.60	N 00°00'00" W	51.60
1+55.00	46.76	N 00°00'00" W	46.76	N 00°00'00" W	46.76
1+60.00	41.92	N 00°00'00" W	41.92	N 00°00'00" W	41.92
1+65.00	37.08	N 00°00'00" W	37.08	N 00°00'00" W	37.08
1+70.00	32.24	N 00°00'00" W	32.24	N 00°00'00" W	32.24
1+75.00	27.40	N 00°00'00" W	27.40	N 00°00'00" W	27.40
1+80.00	22.56	N 00°00'00" W	22.56	N 00°00'00" W	22.56
1+85.00	17.72	N 00°00'00" W	17.72	N 00°00'00" W	17.72
1+90.00	12.88	N 00°00'00" W	12.88	N 00°00'00" W	12.88
1+95.00	8.04	N 00°00'00" W	8.04	N 00°00'00" W	8.04
2+00.00	3.20	N 00°00'00" W	3.20	N 00°00'00" W	3.20

LINE	LENGTH	BEARING
L1	11.31	N 45°00'00" W
L2	28.23	N 45°00'00" W
L3	45.15	N 45°00'00" W
L4	62.07	N 45°00'00" W
L5	78.99	N 45°00'00" W
L6	95.91	N 45°00'00" W
L7	112.83	N 45°00'00" W
L8	129.75	N 45°00'00" W
L9	146.67	N 45°00'00" W
L10	163.59	N 45°00'00" W
L11	180.51	N 45°00'00" W
L12	197.43	N 45°00'00" W
L13	214.35	N 45°00'00" W
L14	231.27	N 45°00'00" W
L15	248.19	N 45°00'00" W
L16	265.11	N 45°00'00" W
L17	282.03	N 45°00'00" W
L18	298.95	N 45°00'00" W
L19	315.87	N 45°00'00" W
L20	332.79	N 45°00'00" W



SEE SHEET 1 FOR LEGEND AND NOTES.



B Bailey Engineering, Inc.
 CIVIL ENGINEERING/PLANNING/CADD
 100 E. MIDWAY BLVD. #100
 BOISE, IDAHO 83725
 TEL: 208-333-2318
 FAX: 208-333-2318

BELLINGHAM PARK SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Known as man by these presents: That Bellingham Park, LLC, an Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the SW 1/4 of Section 20, T.3N, R.1E, B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 20, 31, 32, and the said Section 20, from which the 1/4 corner common to said Sections 20 and 30 bears North 00°20'01" West, 2553.89 feet; Thence North 00°20'01" West, 1172.39 feet to the Northwest corner of Terrier Subdivision, as same is recorded in Book 83 of Plats at Page 6706, records of Ada County, Idaho, said point being the REAL POINT OF BEGINNING.

Thence continuing North 00°20'01" West, 328.22 feet to a point on the southerly right-of-way of the Ridersburgh Canal;

Thence along said right-of-way North 59°24'15" East, 788.27 feet;

Thence departing said right-of-way South 30°35'45" East, 100.00 feet;

Thence South 82°47'41" East, 101.15 feet to a point on the southeasterly right-of-way of Ten Mile Creek;

Thence along said right-of-way South 33°25'06" East, 821.31 feet;

Thence departing said right-of-way South 00°17'58" West, 15.00 feet;

Thence North 89°42'02" West, 318.88 feet;

Thence South 00°17'58" West, 82.00 feet;

Thence North 89°42'02" West, 58.00 feet;

Thence South 00°17'58" West, 100.00 feet;

Thence North 89°42'02" West, 302.54 feet;

Thence South 00°20'01" East, 130.52 feet to the Northeast corner of said Terrier Subdivision;

Thence along the North line of said subdivision North 89°42'02" West, 859.85 feet to the Point of Beginning. Containing 16.81 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to declare to the public, the public records as shown on this plat. 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 designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water services from an existing City of Meridian main line located adjacent to the subject subdivision, and City of Meridian has agreed in writing to serve all the lots in this subdivision.

Bellingham Park, LLC.

Steve S. Schmidt, Manager
Steven L. Brandt, Manager

CERTIFICATE OF SURVEYOR

I, O. Terry Pugh, do hereby certify that I am a Professional Land Surveyor Examined by the State of Idaho, and that the plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

O. Terry Pugh



P.L.S. No. 4231

ACKNOWLEDGMENT

County of Ada) s.s.

On this 30th day of December, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven L. Brandt, known or identified to me to be the Manager of Bellingham Park, LLC, the Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company and acknowledged to me that said Limited Liability Company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate set above written.

1-4-2011

My commission expires _____



Bob Mink
Notary Public for Idaho
Residing in _____, Idaho, is also _____

Balley Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CAD
1500 E. MAIN STREET, STE. 100
BOISE, ID 83725
TEL: 208-343-0413 FAX: 208-358-0318

BELLINGHAM PARK SUBDIVISION NO. 1

SATISFACTION OF SANITARY RESTRICTION

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the State of Idaho, Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.



[Signature]
 Central District Health Department
 Date 11/1/04

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 28th day of June, 2004.



[Signature]
 Chairman ACHD


APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Meridian, Ada County, Idaho, hereby approve this plat.

[Signature]
 City Engineer
 Date 8/1/04

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Meridian, Ada County, Idaho, hereby certify that at a regular meeting of the City Council held on the 15th day of November, 2005, this plat was duly accepted and approved.

[Signature]
 City Clerk, Meridian, Idaho


CERTIFICATE OF COUNTY SURVEYOR

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



[Signature]
 County Surveyor 10-03-02

CERTIFICATE OF 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.



[Signature]
 County Treasurer

10-3-04
 Date

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 _____ at _____ Minutes past _____ O'clock _____ M. on this _____ day of _____ in Book _____ of plate at Pages _____ Instrument no. _____

Deputy _____
 Ex-Officio Recorder

Balley Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 1400 E. MONROE DR.
 BOISE, ID 83702
 TEL: 208-333-0111
 FAX: 208-333-0218

EXHIBIT D
NAMPA & MERIDIAN IRRIGATION DISTRICT LICENSE AGREEMENT

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/13/06 09:11 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Nampa & Meridian Irrigation

AMOUNT 30.00 10



LICENSE AGREEMENT

LICENSE AGREEMENT, made and entered into this 7th day of March, 2006, by and among NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, hereinafter referred to as the "District", and

BELLINGHAM PARK, LLC, an Idaho limited liability company,
228 E. Plaza, Ste. H, Eagle, Idaho 83616

party or parties of the second part, hereinafter collectively referred to as the "Licensee",

WITNESSETH:

WHEREAS, Licensee is the owner of real property (burdened with the easement of the District hereinafter mentioned) particularly described in the "Legal Description" attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the District owns the irrigation ditch or canal known as the RIDENBAUGH CANAL AND TEN MILE DRAIN (hereinafter collectively referred to as "ditch or canal"), an integral part of the District's irrigation works and system, together with the easement therefor to convey irrigation and drainage water, operate, clean, maintain, and repair the ditch or canal, and access the ditch or canal for those purposes; and,

WHEREAS, said ditch or canal and easement crosses and intersects Licensee's real property as shown on Exhibit B attached hereto and by this reference made a part hereof; and,

WHEREAS, the District is also the owner of real property in fee title adjacent to Licensee's property and Licensee desires to cross said real property with a sewer line; and

WHEREAS, Licensee desires a license to engage in construction or activity affecting said real property and ditch or canal or the District's easement in its course across the lands of the Licensee in the manner and under the terms and conditions hereinafter set forth; and,

WHEREAS, it is necessary that the District protect ditches and its right of way along its ditches;

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

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

2. This agreement pertains only to the Licensee's modification of said ditch or canal or encroachment to the District's easement for the purposes and in the manner described herein. The Licensee shall not change the location of the ditch or canal, bury the ditch or canal in pipe, or otherwise alter the ditch or canal in any manner not described in this agreement without first obtaining the written permission of the District.

3. Each facility ("facility" as used in this agreement means any object or thing of any nature installed in or on the District's easement by the Licensee or the Licensee's predecessor in interest) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

4. 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 water in the ditch or canal or the delivery of irrigation water by the District;
- c. an increase in seepage or any other increase in the loss of water from the ditch or canal;
- d. the subsidence of soil within or adjacent to the easement;
- e. any other damage to the District's easement and irrigation works.

5. 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, 4.a. through 4.e., 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.

6. Licensee agrees that the work performed and the materials used in such construction shall at all times be subject to inspection by the District and the District's engineers, and that final acceptance of 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.

7. The District reserves the right, at the District's option, to remove any facility installed by the Licensee and to repair any alteration by the Licensee of said ditch or canal and the easement therefor which does not comply with the terms of this agreement, and to remove any impediment to the flow of water in said ditch or canal and any unsafe condition or hazard caused by the Licensee, at any time, and the Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. If the Licensee shall fail in any respect to properly maintain and repair such facility, then the District, at its option, and without impairing or in anywise 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 notice to the Licensee 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 of the District.

8. Neither the terms of this agreement, the permission granted by the District to the Licensee, the Licensee's activity which is the subject of this agreement, nor the parties exercise of any rights or performance of any obligations of this 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 ditches, canals, drains, irrigation works and facilities which did not apply to the District's operations and activities prior to and without execution of this agreement. 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 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 agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this agreement.

9. 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 agreement.

10. The Licensee agrees that the District shall not be liable for any damages which shall occur to any facility, structure, plant, or any other improvement of any kind or nature whatsoever which the Licensee shall install on the said easement area of the District in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of said ditch or canal. The Licensee further agrees to suspend its use of the said easement area when the use of the easement area is required by the District for maintenance or repair under this or any other paragraph of this agreement.

11. Licensee shall place no structures, pathways or landscaping of any kind above or within the District's easement area except as referred to in this agreement or exhibits hereto without the prior written consent of the District. Nor shall Licensee permit, authorize or grant any other person or entity to excavate, discharge, construct or place any structures, pathways or landscaping within the District easement without the prior written consent of the District.

12. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this 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.

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

14. Nothing herein contained shall be construed to impair the right of way of the District in the said ditch or canal and all uses of said ditch or canal by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the District to the use of said ditch or canal for the transmission and delivery of irrigation and drainage water.

15. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this 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 said ditch or canal, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or canal by the District with its equipment for the maintenance of its said ditch or canal may be removed by the District.

16. The Licensee agrees to pay attorney fees or engineering fees charged by the attorney for the District or by the engineers for the District in connection with the preparation of this License Agreement or in connection with negotiations covering the terms and conditions of this License Agreement. Licensee also agrees to pay any fees incurred in connection with the recording of this Agreement.

17. Nothing in this agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against District.

18. This agreement is not intended for the benefit of any third party and is not enforceable by any third party.

19. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this agreement shall remain in full force and effect.

20. The word "Licensee", if used in the neuter in this agreement, includes the masculine and feminine genders, the singular number includes the plural, and the plural number includes the singular.

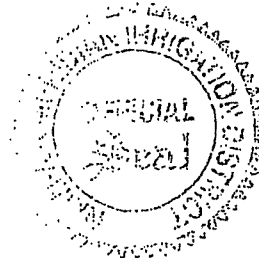
The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of the Licensee described in said Exhibit A, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them,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

NAMPA & MERIDIAN IRRIGATION DISTRICT

By Ronald R. Beeber
Its President

ATTEST:

David Coon
Its Secretary



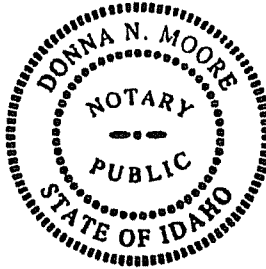
BELLINGHAM PARK, LLC, an Idaho limited liability company,

[Handwritten signature]

STATE OF IDAHO)
) ss:
County of Canyon)

On this 7th day of March, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald R. Becker and Daren R. Coon, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation 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.

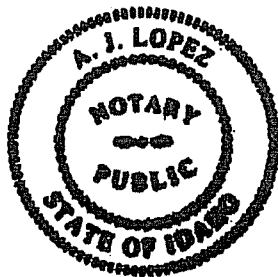


Donna N. Moore
Notary Public for Idaho
Residing at Caldwell, Idaho
My Commission Expires: 11/04/2006

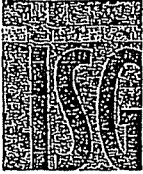
STATE OF IDAHO)
)ss.
County of Ada)

On this 6 day of March, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Steve Schmidt known to me to be the member of BELLINGHAM PARK, LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity executed the same.

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



A. J. Lopez
Notary Public for Idaho
Residing at Boise
My Commission Expires: 1-04-2011



IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-8570
Fax (208) 884-5399

Project No. 04-063

**Bellingham Park
Subdivision**

May 13, 2004
Revised June 22, 2004

A parcel of land located in the Southwest $\frac{1}{4}$ of Section 29, T. 3N., R. 1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Sections 30, 31, 32, and the said Section 29, from which the $\frac{1}{4}$ corner common to said Sections 29 and 30 bears North $00^{\circ}30'01''$ West, 2651.89 feet; thence North $00^{\circ}30'01''$ West, 1325.80 feet to the South $\frac{1}{16}$ corner common to said Sections 29 and 30, said point being the **REAL POINT OF BEGINNING**.

Thence continuing North $00^{\circ}30'01''$ West, 380.82 feet to a point on the Southerly right-of-way of the Ridenbaugh Canal;

Thence along said right-of-way North $59^{\circ}24'15''$ East, 1547.40 feet;

Thence North $00^{\circ}07'33''$ West, 149.12 feet to the C-W $\frac{1}{16}$ corner;

Thence South $89^{\circ}38'08''$ East, 669.96 feet to the Northeast corner of the West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$;

Thence along the East line of the West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ South $00^{\circ}03'35''$ West, 1270.84 feet to a point on the Northeasterly line of Ten Mile Creek;

Thence along said line North $33^{\circ}25'06''$ West, 1310.96 feet to a point on the Southerly right-of-way of said Ridenbaugh Canal;

Thence along said right-of-way South $59^{\circ}24'15''$ West, 110.13 feet to a point on the Southwesterly line of the Ten Mile Drain;

Thence along said line South $33^{\circ}25'06''$ East, 1306.51 feet to a point on the South line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

Thence along said line North $89^{\circ}42'02''$ West, 568.47 feet to the Southwest $\frac{1}{16}$ corner;

Thence along the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ South $00^{\circ}07'38''$ East, 16.50 feet;

Exhibit A, page 1

Professional Land Surveyors

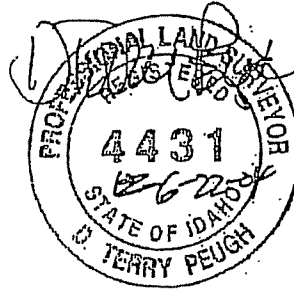
Thence departing said East line North 89°42'02" West, 671.18 feet;

Thence South 00°30'01" East, 130.52 feet;

Thence North 89°44'03" West, 659.95 feet to a point on the West line of the Southwest ¼ of the Southwest ¼;

Thence North 00°30'01" West, 147.41 feet to the Point of Beginning. Containing 43.18 acres, more or less.

Prepared By:
Idaho Survey Group, P.C.



D. Terry Peugh

Ridenbaugh Canal and Ten
Mile Drain in SW1/4, S.29,
T.3N, R.1E, B.M., Ada County,
Idaho (August 1994)

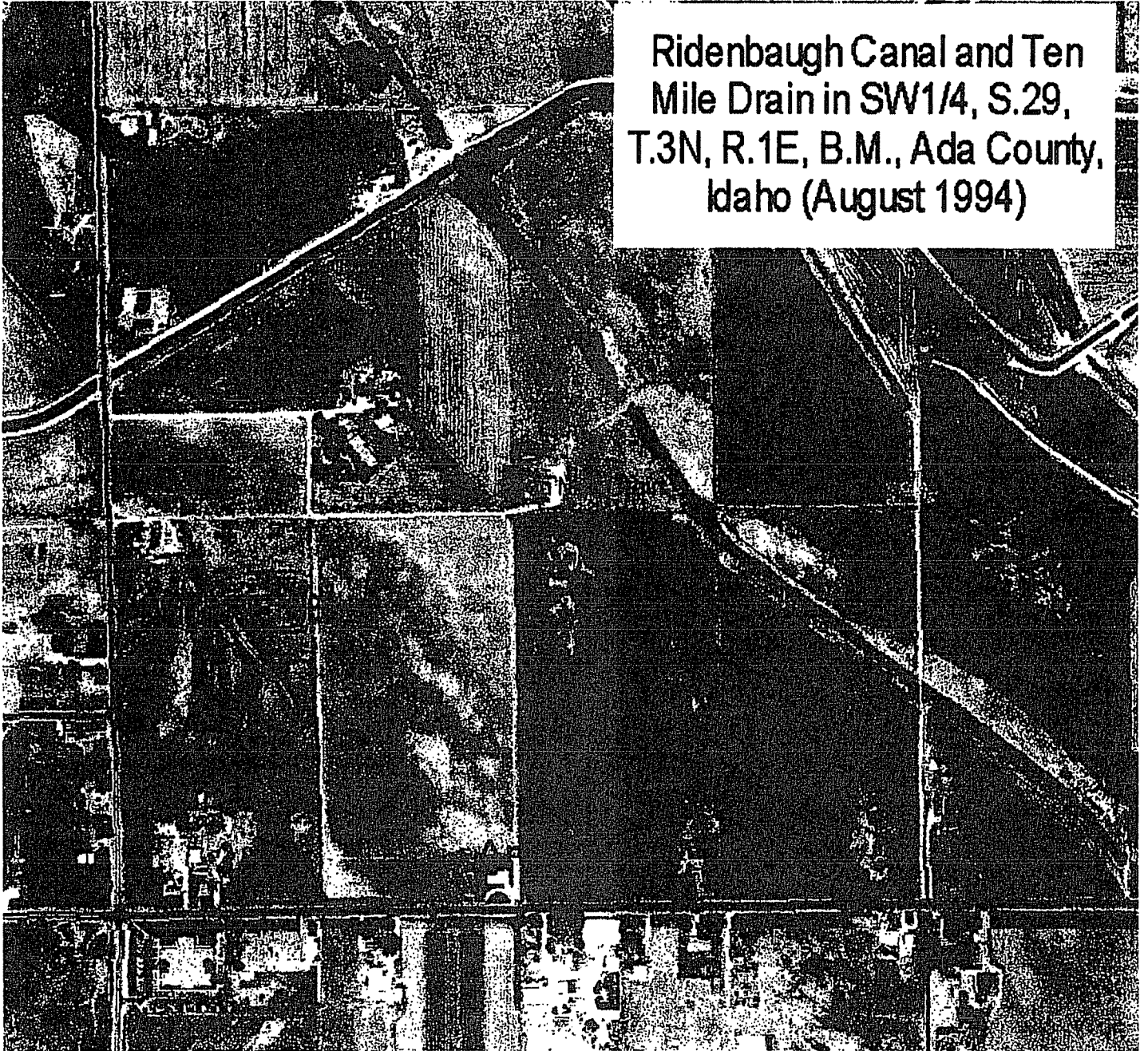


Exhibit B

EXHIBIT C
Purpose of License

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

1. construct and install a water line and sewer line under and across the Ridenbaugh Canal within the road right-of-way for Locust Grove Road;
2. construct and install a sewer line under and across the Ridenbaugh Canal;
3. construct and install a sewer line across the Ten Mile Drain;
4. construct and install an eighteen inch headgate in the Ridenbaugh Canal, near Locust Grove Road, to provide Licensee's irrigation water; and
5. construct and install a sewer line across a portion of the District's fee title property,

all within or near Licensee's real property, described in Exhibit A, Bellingham Park Subdivision, located southeast of the intersection of Victory Road and Locust Grove Road in Meridian, Ada County, Idaho.

EXHIBIT D
Special Conditions

a. Construction shall be in accordance with certain plans consisting of six sheets: sheet 7 entitled "Bellingham Park Subdivision No. 2, Sewer & Water Plan and Profile" bearing engineer's stamp dated December 21, 2005; sheet S-1 entitled "Bellingham Park Subdivision, Cover Sheet," bearing engineer's stamp dated November 21, 2005; sheet S-2 entitled "Bellingham Park Subdivision, Locust Grove Sewer and Water Plan and Profile," bearing engineer's stamp dated November 18, 2005; sheet S-3 entitled "Bellingham Park Subdivision, Locust Grove Restoration Plan and Profile," bearing engineer's stamp dated November 21, 2005; sheet S-4 entitled "Bellingham Park Subdivision, Sewer Details," bearing engineer's stamp dated November 21, 2005; and sheet S-5 entitled "Bellingham Park Subdivision, Water Details," bearing engineer's stamp dated November 21, 2005. These plans have been delivered to the District's water superintendent, are in his possession in his offices, and are hereby incorporated by this reference.

b. With regard to the crossing of the District's fee title property with a sewer line, the applicable terms, covenants and conditions of this Agreement shall also be binding upon Licensee and shall apply to said crossing, including, but not limited to, Licensee shall not cause any damage to the District's property as specifically provided in paragraph 4 and shall indemnify the District for any damages as specifically provided in paragraphs 5 and 9 of this Agreement. The District shall grant the Licensee, along with Licensee's successor, the City of Meridian, an Easement for the construction, installation, operation and access to the sewer line where it crosses the District's fee title property. Said easement shall be granted in accordance with the terms and conditions of this License Agreement.

c. Licensee shall notify the water superintendent of the District prior to and immediately after construction so that he or the District's engineer's may inspect and approve the construction.

d. The Licensee recognizes and acknowledges that the license granted in this agreement as to the crossings of the Ridenbaugh Canal and Ten Mile Drain by the District 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 agreement shall be of no force and effect.

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, 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 discharge and other 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. 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 Ridenbaugh Canal and Ten Mile Drain except as referred to in this agreement or exhibits thereto without the prior written consent of the District. The District's easement for the Ridenbaugh Canal is 100 feet, 50 feet to either side of the centerline. The District's easement for the Ten Mile Drain is 100 feet, 50 feet to either side of the centerline.

j. Construction of the crossings across the Ridenbaugh Canal and the headgate in the Ridenbaugh Canal shall be completed prior to March 15, 2006. All other construction shall be completed one year from the date of this Agreement. Time is of the essence.

EXHIBIT E
ACHD LICENSE AGREEMENT

Property Management No. 2931 - 1723 - 0606
Street: Bellingham Park Subdivision~ Locust Grove
T.3N., R.1E., S 29

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this 19th day of June, 2006, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho, ("ACHD") and Bellingham Park LLC, an LLC (collectively "Licensees").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

SECTION 1. RECITALS.

1.1 ACHD owns and has exclusive jurisdiction over the public right-of-way located in Ada County, Idaho, more particularly described and/or depicted on Exhibit "A" attached hereto (the "Right-of-Way").

1.2 Licensees desire a license to use the Right-of-Way for the limited purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, ACHD is willing to extend such license to Licensees.

SECTION 2. LICENSE; LICENSE NOT EXCLUSIVE.

2.1 On the terms and conditions hereinafter set forth, ACHD hereby extends to Licensees a license on, over, across and under the Right-of-Way for the following uses and purposes ("Authorized Use") and no others:

Licensee is to construct, install and maintain landscaping consisting of grass and landscape irrigation system only per Exhibit A located within the swale area at the detached sidewalk within ACHD RW along E. Wrightwood Dr., S. Mitman Wy., E. Deerhill St., S. Overhill Wy. Licensee is to construct, install, and maintain landscaping consisting of grass, shrubs and landscape irrigation system within ACHD RW along S. Locust Grove Rd. within Bellingham Park Subdivision.

Final grading of landscaped areas shall slope away from Right of Way "hardscape" improvements including the edge of pavement, curbing and sidewalks. In general, licensee to install landscaping and sprinklers in a manner to eliminate irrigation flows and/or ponding of irrigation water within the ACHD Right of Way. Licensee to construct and maintain borrow ditch along Locust Grove Road per ISPWC SD 802 requirements. Licensee will not install landscaping or irrigation lines between edge of pavement and flow line of ditch.

Infiltration areas shall not be covered with sod or non-free draining materials/soil, unless other wise approved by ACHD. Grass can be hydro seeded or planted in these areas with approved soils mix. Access to inlets and outlets of ACHD Drainage Areas shall not be planted with trees, shrubs or any landscaping that would impede heavy equipment vehicle access. Licensee to observe the 40' sight triangle within the subdivision and will not plant any shrubs or trees within the area or over any utility lines. All trees in the public Right of Way to be maintained by Licensee for clearance of 14' over all roadways measured at gutter plate and 8' over all sidewalks. Licensee to contact Digline Inc., prior to start of construction. Licensee to contact Construction Services at 387-6280 to verify if a construction permit is required.

2.2 This Agreement does not extend to Licensees the right to use the Right-of-Way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use public right-of-way. If the Right-of-Way has been opened as a public Highway (as used in the Agreement the term "Highway" is as defined in *Idaho Code* § 40-109(5)) Licensees' Authorized Use is subject to the rights of the public to use the Right-of-Way for Highway purposes. Licensees' Authorized Use is also subject to the rights of holders of easements of record or obvious on inspection of the Right-of-Way and statutory rights of utilities to use the public right-of-way. This Agreement it is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.

SECTION 3. CONSTRUCTION, OR INSTALLATION OF IMPROVEMENTS. Any repairs or maintenance, of the Licensees' improvements currently located in the Right-of-Way or the installation or construction of improvements by Licensees in the Right-of-Way as permitted by the Authorized Use, (the "Improvements"), shall be accomplished in accordance with designs, plans and specifications approved in advance and in writing by ACHD as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Improvements, and the responsibility therefor shall be and remain in Licensees.

SECTION 4. WAIVER AND ESTOPPEL STATEMENT BY LICENSEES. Licensees acknowledge and agree that the license granted herein is temporary, non-transferable, and merely a permissive use of the Right-of-Way pursuant to this Agreement Licensees further acknowledge and agree that it specifically assumes the risk that the license pursuant to this Agreement may be terminated before Licensees have realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Improvements, and Licensees hereby waive and estop themselves from asserting any claim that the license is in any way irrevocable because Licensees have expended funds

7.3 Notwithstanding the provisions of section 7.2, should an emergency exist related to the Licensees' use of this license which threatens the stability or function of the Highway on or adjacent to the Right-of-Way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of, and at the cost of Licensees necessary emergency repairs.

7.4 Licensees will be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of Improvements by Licensees in the Right-of-Way.

SECTION 8. RELOCATION OF IMPROVEMENTS. If during the term of this Agreement ACHD requires, in its sole discretion, at any time, and from time to time, that the Highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, Licensees hereby accept responsibility for all costs for relocating, modifying or otherwise adapting the Improvements to such realignment and/or relocation and/or reconstruction if required by ACHD, which shall be accomplished by Licensees according to designs, plans and specifications approved in advance by ACHD in writing; provided Licensees may elect to terminate this Agreement in lieu of complying with this responsibility, and further provided ACHD gives Licensees adequate written notice as necessary to allow Licensees to redesign, relocate, modify or adapt the Improvements to the realignment and/or relocation and/or reconstruction of the Highway and also licenses Licensees such additional area of its right-of-way, if any, as may be necessary for the proper operation of the Improvements.

SECTION 9. PERMIT. If the proposed construction and installation of the Improvements, or any reconstruction, relocation or maintenance thereof requires Licensees to obtain a permit under ACHD policies, Licensees shall first obtain such permit from ACHD (Construction Services Division) before commencing such work, and pay the required fees and otherwise comply with the conditions set forth therein.

SECTION 10. NO TITLE IN LICENSEES. Licensees shall have no right, title or interest in or to the Right-of-Way other than the right to temporarily use the same pursuant to the terms of this Agreement.

SECTION 11. NO COSTS TO ACHD. Any and all costs and expenses associated with Licensees' Authorized Use of the Right-of-Way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of Licensees.

SECTION 12. TAXES AND ASSESSMENTS. Licensees agree to pay all special assessments and personal property taxes that may be levied and assessed on the Improvements during the term of this Agreement.

SECTION 13. RESTORATION ON TERMINATION. Upon termination of this Agreement, Licensees will promptly remove all Improvements and restore the Right-of-

Way to at least its present condition. Should Licensees fail or neglect to promptly remove the Improvements and restore the Right-of-Way, ACHD may do so, and assess Licensees for the costs thereof. Provided, ACHD and Licensees may agree in writing that some or all of such Improvements are to remain on the Right-of-Way following termination, and by entering into such an agreement Licensees thereby disclaim all right, title and interest in and to the same, and hereby grants such Improvements to ACHD, at no cost. Further provided, if the Authorized Use of the Right-of-Way under this Agreement is for landscaping in ACHD right-of-way and the irrigation and maintenance thereof, and the general purpose government with jurisdiction has adopted ordinances, rules and regulations governing the landscaping and maintenance of such right-of-way by owners of the adjacent property, to the extent such owners are obligated to maintain and irrigate the landscaping Licensees need not remove the same from the Right-of-Way.

SECTION 14. INDEMNIFICATION. Licensees hereby indemnify and hold ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens, arising out of the failure or neglect of Licensees, Licensees' employees, contractors and agents, to properly and reasonably make Authorized Use of the Right-of-Way or properly construct, install, plant, repair or maintain the Improvements thereon, or that otherwise result from the use and occupation of the Right-of-Way by Licensees, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by Licensees hereunder. For claims or actions arising out of failures or neglects occurring during the term of this Agreement Licensees' obligations pursuant to this section shall survive the termination of this Agreement.

SECTION 15. COMPLIANCE WITH LAW; WASTE AND NUISANCES PROHIBITED. In connection with Licensees' use of the Right-of-Way, throughout the term of this Agreement Licensees covenant and agree to: (i) comply and observe in all respects any and all, federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Right-of-way of any Hazardous Materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future); (ii) obtain any and all permits and approvals required by ACHD or any other unit of government; and (iii) commit no waste or allow any nuisance on the Right-of-Way. Licensees covenant and agree to indemnify and hold ACHD harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorneys' fees), arising directly or indirectly from or in any way connected with the breach of the foregoing covenant. These covenants shall survive the termination of this Agreement.

SECTION 16. ASSIGNMENT. Licensees cannot sell, assign or otherwise transfer this Agreement, the license herein extended, or any of its rights hereunder except with the

prior written consent of ACHD, which consent will not be granted unless the assignee assumes all obligations, warranties, covenants and agreements of Licensees herein contained.

SECTION 17. ATTORNEYS' FEES. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

SECTION 18. NOTICE. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mails, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mails, (c) the day of delivery to the overnight courier, or (d) the day facsimile delivery is electronically confirmed.

If to ACHD:

Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714
Attn: Right of Way Division

If to Licensees:

Bellingham Park LLC
228 E. Plaza Ste. H
Eagle, ID 83616

SECTION 19. SUCCESSORS AND ASSIGNS. This Agreement, the license herein extended, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and, if consented to by ACHD under section 16, Licensees assigns.

SECTION 20. EXHIBITS. All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein.

SECTION 21. NO RECORDATION. This Agreement shall not be recorded in the Official Real Property Records of Ada County, Idaho.

SECTION 22. Warranty of Authority to Execute.

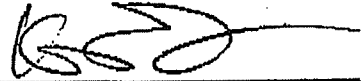
22.1 The person executing this Agreement on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.

22.2 If Licensees are not a natural person, the person executing the Agreement on behalf of Licensees represent and warrant due authorization to do so on

behalf of Licensees, and that upon execution of this Agreement on behalf of Licensees, the same is binding upon, and shall inure to the benefit, of Licensees.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

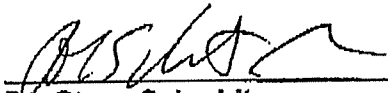
ADA COUNTY HIGHWAY DISTRICT



Kathy Smith, Right of Way Supervisor

LICENSEE:

Bellingham Park LLC



By: **Steve Schmidt**

Its: **Manager**

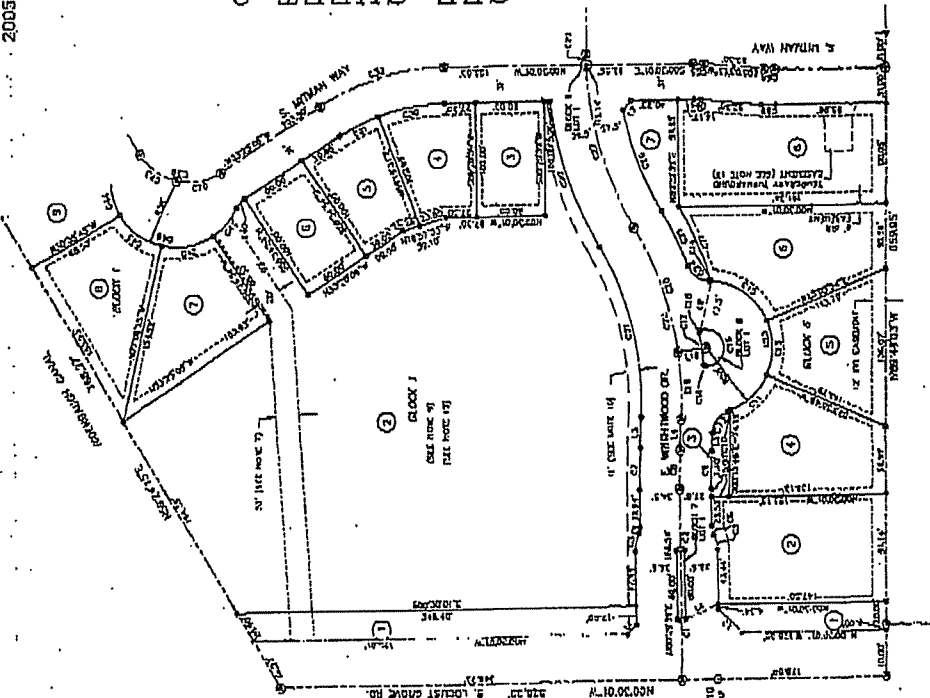
EXHIBITS

Exhibit "A"-Description and depiction of Right-of-Way

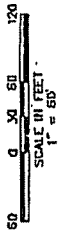
BELLINGHAM PARK SUBDIVISION NO. 1

PLAT SHOWING
A PORTION OF THE SW 1/4 OF
SECTION 29, T.3N., R.1E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO
2005

SEE SHEET 3



LIFE	LENGTH	BEARING
1	100.00	N 89° 00' 00" W
2	100.00	N 00° 00' 00" E
3	100.00	S 89° 00' 00" W
4	100.00	S 00° 00' 00" E
5	100.00	N 89° 00' 00" W
6	100.00	N 00° 00' 00" E
7	100.00	S 89° 00' 00" W
8	100.00	S 00° 00' 00" E
9	100.00	N 89° 00' 00" W
10	100.00	N 00° 00' 00" E
11	100.00	S 89° 00' 00" W
12	100.00	S 00° 00' 00" E
13	100.00	N 89° 00' 00" W
14	100.00	N 00° 00' 00" E
15	100.00	S 89° 00' 00" W
16	100.00	S 00° 00' 00" E
17	100.00	N 89° 00' 00" W
18	100.00	N 00° 00' 00" E
19	100.00	S 89° 00' 00" W
20	100.00	S 00° 00' 00" E
21	100.00	N 89° 00' 00" W
22	100.00	N 00° 00' 00" E
23	100.00	S 89° 00' 00" W
24	100.00	S 00° 00' 00" E
25	100.00	N 89° 00' 00" W
26	100.00	N 00° 00' 00" E
27	100.00	S 89° 00' 00" W
28	100.00	S 00° 00' 00" E
29	100.00	N 89° 00' 00" W
30	100.00	N 00° 00' 00" E
31	100.00	S 89° 00' 00" W
32	100.00	S 00° 00' 00" E
33	100.00	N 89° 00' 00" W
34	100.00	N 00° 00' 00" E
35	100.00	S 89° 00' 00" W
36	100.00	S 00° 00' 00" E
37	100.00	N 89° 00' 00" W
38	100.00	N 00° 00' 00" E
39	100.00	S 89° 00' 00" W
40	100.00	S 00° 00' 00" E



SEE SHEET 1 FOR LEGEND AND NOTES.



B Bailey Engineering, Inc.
 CARL ENGINEERING AND PLANNING (CROD)
 1001 S. WILKINSON WAY
 BOISE, IDAHO 83725

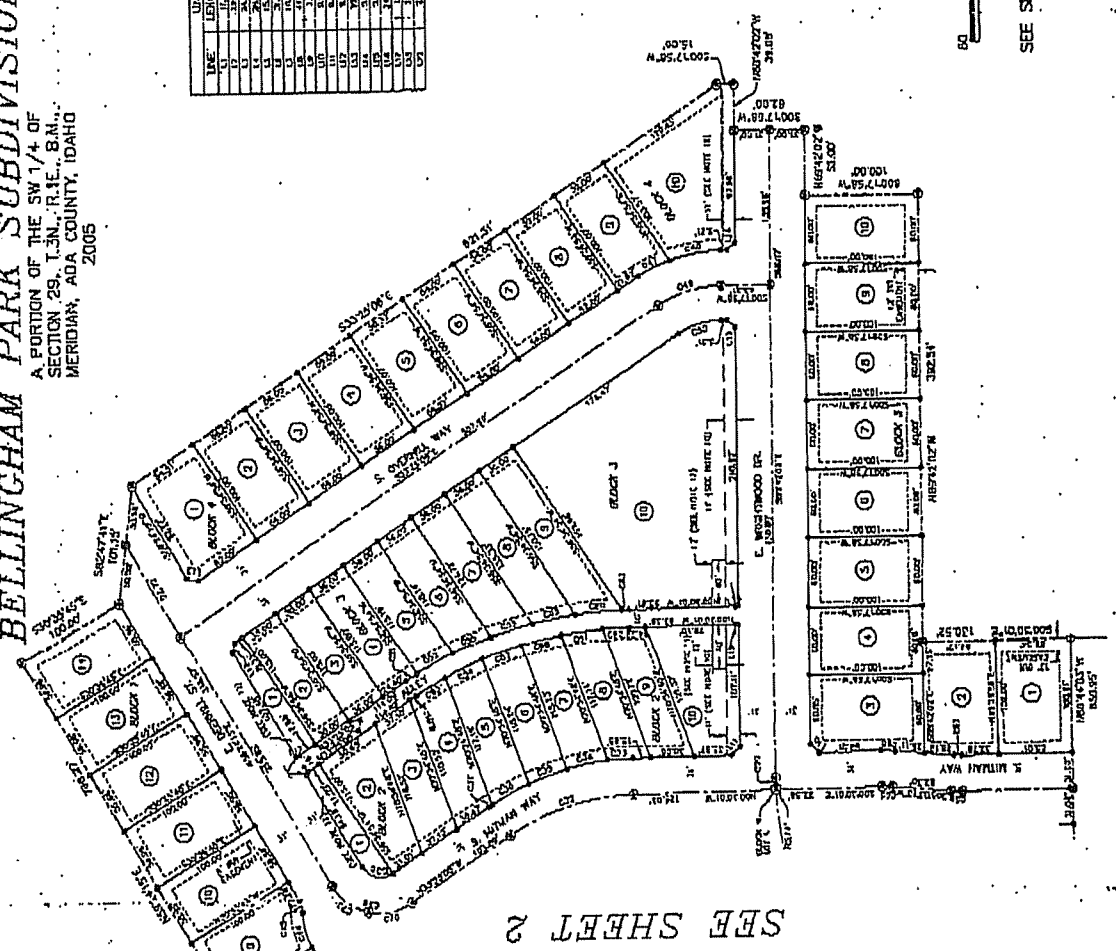
PLAT SHOWING
BELLINGHAM PARK SUBDIVISION NO. 1
 A PORTION OF THE SW 1/4 OF
 SECTION 29, T.3N., R.1E., B.M.,
 MERIDIAN, ADA COUNTY, IDAHO
 2005

BLOCK	AREA		PERCENT		CORNER DATA		GRADE
	AC	SQ. FT.	AREA	PERCENT	POINT	BEARING	
1	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
2	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
3	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
4	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
5	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
6	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
7	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
8	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
9	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
10	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
11	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
12	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
13	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
14	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
15	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
16	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
17	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
18	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
19	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12
20	0.0341	4651	0.13	3.85	31.80	S 81° 43' 36" W	115.12

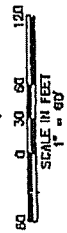


B Bailey Engineering, Inc.
 CIVIL ENGINEERING/PLANNING/CADD
 1202 S. STATE ST. MERIDIAN, IDAHO 83402
 (208) 873-8800
 www.baileyeng.com

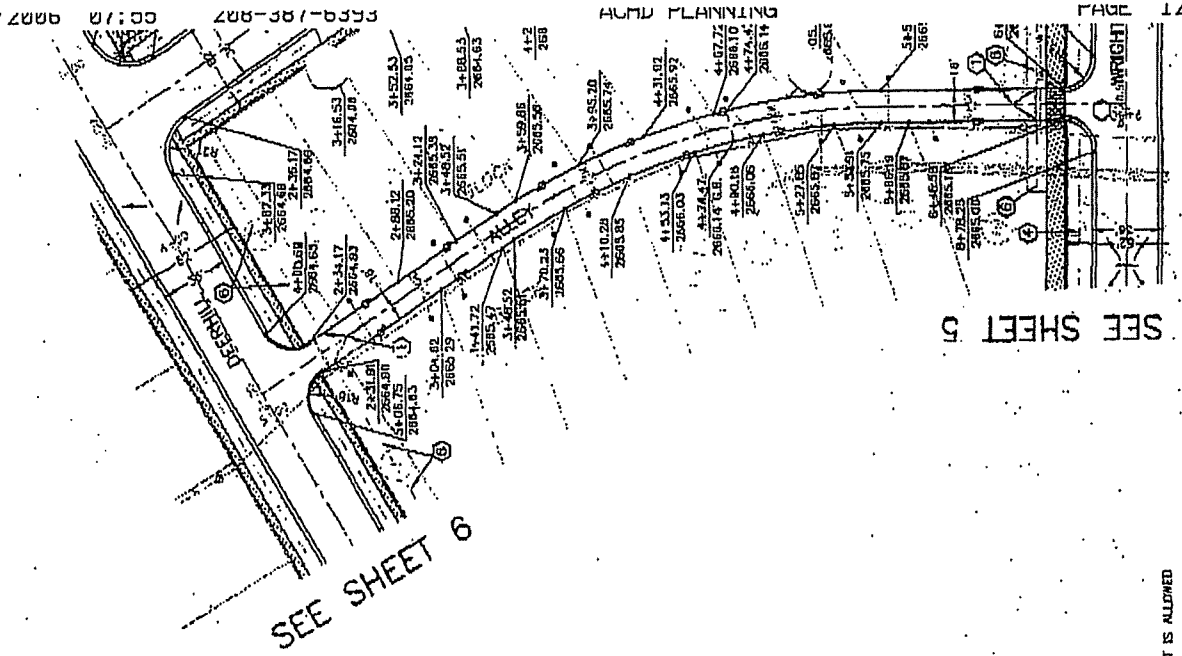
LINE	LENGTH	BEARING
1	107.31	S 81° 43' 36" W
2	115.12	S 81° 43' 36" W
3	115.12	S 81° 43' 36" W
4	115.12	S 81° 43' 36" W
5	115.12	S 81° 43' 36" W
6	115.12	S 81° 43' 36" W
7	115.12	S 81° 43' 36" W
8	115.12	S 81° 43' 36" W
9	115.12	S 81° 43' 36" W
10	115.12	S 81° 43' 36" W
11	115.12	S 81° 43' 36" W
12	115.12	S 81° 43' 36" W
13	115.12	S 81° 43' 36" W
14	115.12	S 81° 43' 36" W
15	115.12	S 81° 43' 36" W
16	115.12	S 81° 43' 36" W
17	115.12	S 81° 43' 36" W
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19	115.12	S 81° 43' 36" W
20	115.12	S 81° 43' 36" W



SEE SHEET 2

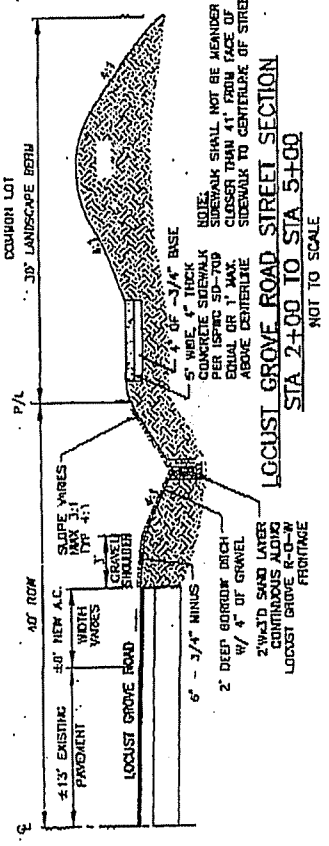


SEE SHEET 1 FOR LEGEND
AND NOTES.

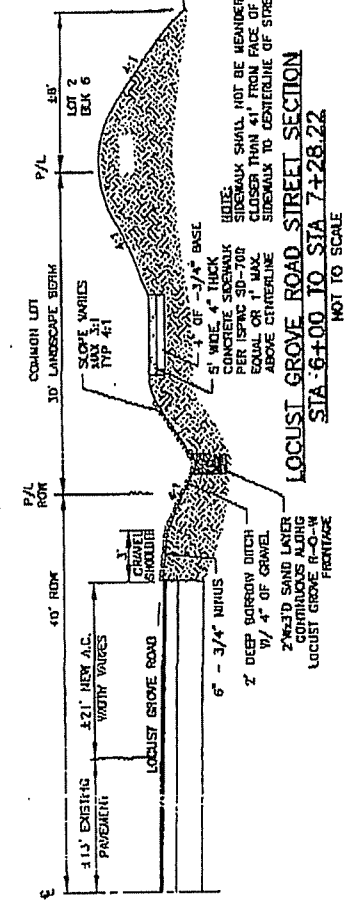


SEE SHEET 6

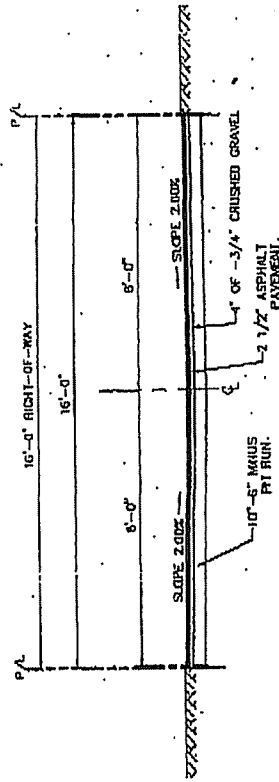
SEE SHEET 5



LOCUST GROVE ROAD STREET SECTION
 STA 2+00 TO STA 5+00
 NOT TO SCALE

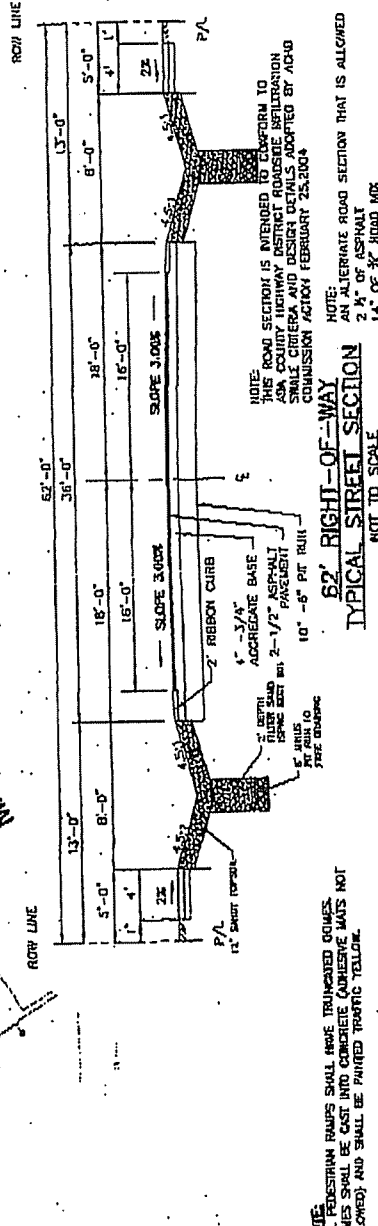


LOCUST GROVE ROAD STREET SECTION
 STA 6+00 TO STA 7+28.22
 NOT TO SCALE



16' ALLEY
 (SD-803)
 NOT TO SCALE

NOTE:
 AN ALTERNATE ROAD SECTION THAT IS ALLOWED
 2" OF ASPHALT
 1" OF 3/4" ROAD MIX

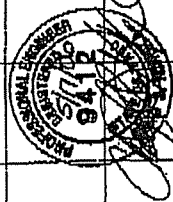
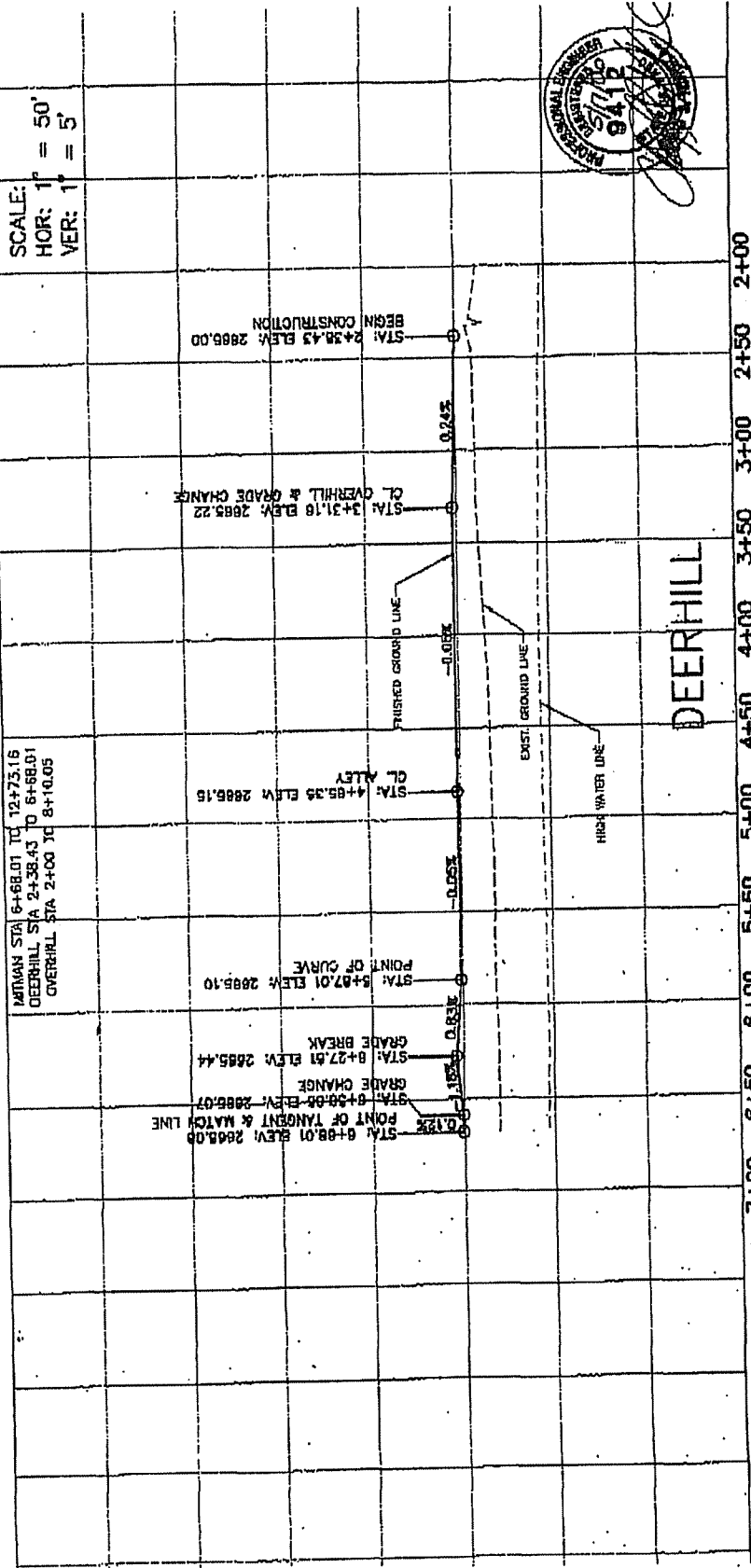


NOTE: THIS ROAD SECTION IS EXTENDED TO THE RIGHT TO ACCOMMODATE FUTURE ROADWAY WIDENING. SEE COMMENTS AND DESIGN DETAILS ADAPTED BY ACHD CIVIL DIVISION ACTION FEBRUARY 25, 2004.

NOTE: AN ALTERNATE ROAD SECTION THAT IS ALLOWED 2' OF ASPHALT 14' OF 3/4\"/>

**82' RIGHT-OF-WAY
TYPICAL STREET SECTION**
NOT TO SCALE

MATIMAN STA 6+68.01 TO 12+73.16
DEERHILL STA 2+38.43 TO 6+68.01
OVERHILL STA 2+00 TO 8+10.05



NO.	DATE	DESCRIPTION
1	10-20-05	AS-10 COMMENTS
2	11-17-05	REVISION PW COMMENTS
3	02-10-06	AS-10 COMMENTS, TUSH AROUND
4	02-10-06	AS-10 COMMENTS, ALLEY, SWALES
5	02-10-06	AS-10 COMMENTS, TUSH AROUND

1500 E. FORT ENGLE BL. ENGLE, MD 21040-0001

DEERHILL

7+00 6+50 6+00 5+50 5+00 4+50 4+00 3+50 3+00 2+50 2+00

SCALE:
HOR: 1" = 50'
VER: 1" = 5'

DRAWN BY: RJC CHECKED BY: CHD S. WARDEN PROJECT NO. 07-25-06 DATE: 07-25-06

STREET PLAN AND PROFILE

Bailey Engineering, Inc.
BELLINGHAM PARK SUBDIVISION NO. 1
CIVIL ENGINEERING/PLANNING/CADD
GEMSTAR PROPERTIES

EXHIBIT F
ACHD SIDEWALK EASEMENT

COPY Sent 11-15-04

(Reserved for Ada County Recorder)

PUBLIC RIGHT-OF-WAY EASEMENT
(SIDEWALK)

THIS RIGHT-OF-WAY EASEMENT (SIDEWALK) (the "Easement"), is made and entered into this ___ day of _____, 2006, by and between Bellingham Park, LLC, an Idaho limited liability company, whose current address is 228 E Plaza, Ste 1, Eagle Id 83616, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter "Servient Estate") and is in the process of developing the property adjoining the Servient Estate, and on the terms and conditions hereinafter set forth, GRANTOR desires to grant this easement on, over and across the Servient Estate to ACHD for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk (hereinafter the "Improvement") thereon.

1.2 On the terms and conditions hereinafter set forth ACHD desires to extend its system of public sidewalks to include that to be constructed by GRANTOR on the Servient Estate, and upon GRANTOR's completion of construction of the Improvement on, over and across the Servient Estate, and when ACHD has accepted the same, ACHD desires that the Improvement and the Servient Estate become a part of its system of Highways (hereinafter "Highways") as that term is defined in *Idaho Code*, section 40-109(5), for ACHD and the public use hereinafter described. ACHD's system of Highways is hereinafter referred to as the "Dominant Estate".

1.3 As provided in *Idaho Code*, section 40-1412, ACHD Ordinance Number 190 and the ACHD Policy Manual, the adjacent property owner has the responsibility to pay for the repair and maintenance of the Improvement.

Sidewalk Easement, page 1

(11-19-01)

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SECTION 2. Grant and Authorized Use.

GRANTOR hereby grants to ACHD a perpetual and exclusive easement for a public right-of-way on, over and across the Servient Estate for the Improvement, 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 ACHD, its employees, agents and contractors access to inspect, repair and maintain the Improvement.

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.

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

SECTION 4. GRANTOR's Indemnification. GRANTOR shall indemnify and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions or judgments for damages, injury or death caused by or arising out of the construction of the Improvement, and including reimbursement for any costs of suit and fees of its attorneys which are incurred should ACHD be required to defend any such claims or actions.

SECTION 5. Term of Easement. The term of the Easement herein granted to ACHD is perpetual.

SECTION 6. Covenants Run with the Land .

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.

SECTION 7. Recordation.

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

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

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, (b) GRANTOR

Sidewalk Easement, page 2

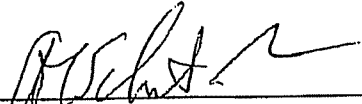
(11-19-01)

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warrants to the ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

IN WITNESS WHEREOF, this Easement has been duly executed by the GRANTOR the day, month and year herein first above written.

GRANTOR
Bellingham Park LLC

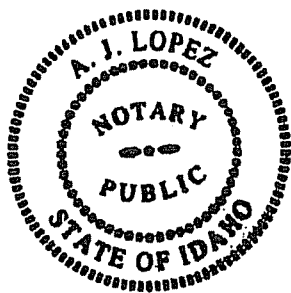


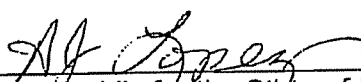
Steve Schmidt, Manager

State of Idaho)
County of Ada) ss.

On this 15 day of June in the year 2006, before me, AJ Lopez, a Notary Public in and for the State of Idaho, personally appeared **Steve Schmidt**, Manager, known or identified to me to be the Manager or designated agents of Bellingham Park LLC, the limited liability company that executed this instrument and the Manager or designated agents who executed this instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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





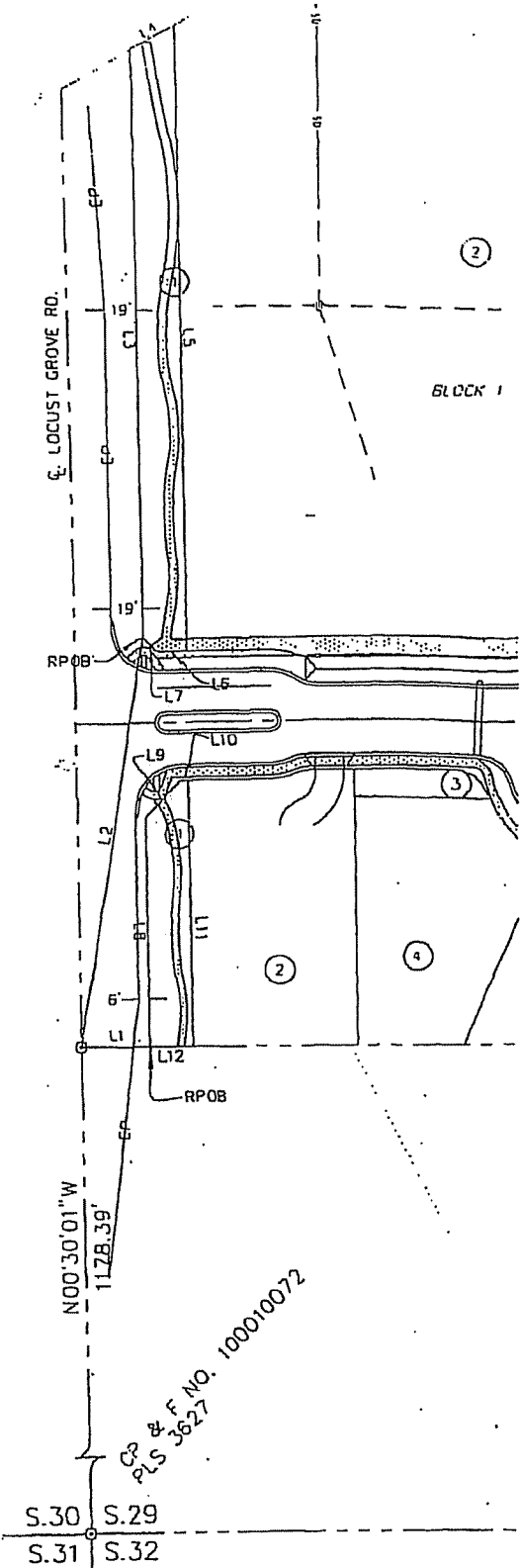
Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission expires 01-04-2011

Sidewalk Easement, page 4

(11-19-01)

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LINES DESCRIBED IN THE LINE TABLE ON THIS SHEET, ARE THE R-O-W AND LOT LINES OF THE LOTS CONTAINING THE PROPOSED MEANDERING SIDEWALK.



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00	S89°44'03"E
L2	279.02	N09°33'31"E
L3	325.91	N00°30'01"W
L4	28.90	S59°24'15"E
L5	348.40	S00°30'01"E
L6	17.00	S89°29'59"W
L7	11.31	N45°30'01"W
L8	126.38	N00°30'01"W
L9	29.21	N44°29'59"E
L10	4.34	N89°29'59"E
L11	142.37	S00°30'01"E
L12	25.00	N89°44'03"W



SCALE: 1" = 100'

Bailey Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 1500 E. IRON EAGLE DR. TEL 208-938-0013
 EAGLE, ID 83616 FAX 208-938-0516

ACHD SIDEWALK EASEMENT EXHIBIT
 BELLINGHAM PARK SUBDIVISION NO. 1

DRAWN BY: HJ	06/08/06
CK'D BY:	SCALE: 1" = 100'
LOCATED IN THE SW 1/4 OF SECTION 29, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO	
DRAWING NO:	SHEET <u> 1 </u> OF <u> 1 </u>