

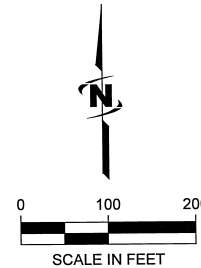
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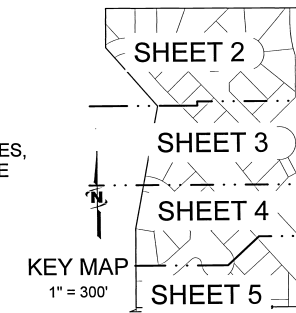
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=8 PBRIDGES \$11.00
PLAT
JUB ENGINEERS

_____ - SUBDIVISION BOUNDARY LINE
 _____ - LOT LINE
 _____ - RIGHT-OF-WAY LINE
 _____ - SECTION LINE
 _____ - CENTER LINE
 _____ - ADJACENT PROPERTY LINE
 _____ - MATCH LINE
 _____ - TIE LINE
 _____ - UTILITY EASEMENT LINE
 _____ - IRRIGATION EASEMENT LINE
 _____ - EXISTING DRAINAGE EASEMENT LINE
 _____ - EXISTING SEWER EASEMENT LINE
 _____ - NOBLE SLOUGH DRAIN EASEMENT LINE

-  — SECTION CORNER
-  — QUARTER SECTION CORNER
-  — SET 1/2-INCH x 24-INCH REBAR WITH PLASTIC CAP MARKED "JUB PLS 17665"
-  — SET 5/8-INCH x 24-INCH REBAR WITH PLASTIC CAP MARKED "JUB PLS 17665"
-  — SET 1-3/16-INCH BRASS PLUG IN CONCRETE MARKED "PLS 17665"
-  — FOUND 1/2-INCH REBAR AS NOTED
-  — FOUND 5/8-INCH REBAR AS NOTED
-  — DIMENSION POINT — NOT FIELD LOCATED
-  — CURVE COURSE NUMBER (TYPICAL)
-  — LINE COURSE NUMBER (TYPICAL)
-  — LOT NUMBER (TYPICAL)
-  — STAMPING FOUND ON MONUMENT
-  — SQUARE FEET (MORE OR LESS)
-  — CANYON COUNTY RECORDS
-  — WITNESS CORNER
-  — OVERALL DISTANCE



SEE SHEET 6 FOR NOTES,
EASEMENT NOTES, REFERENCES,
AND SURVEYOR'S NARRATIVE



8/19/202



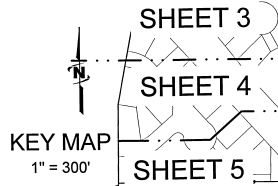
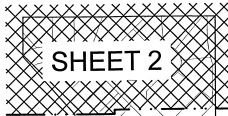
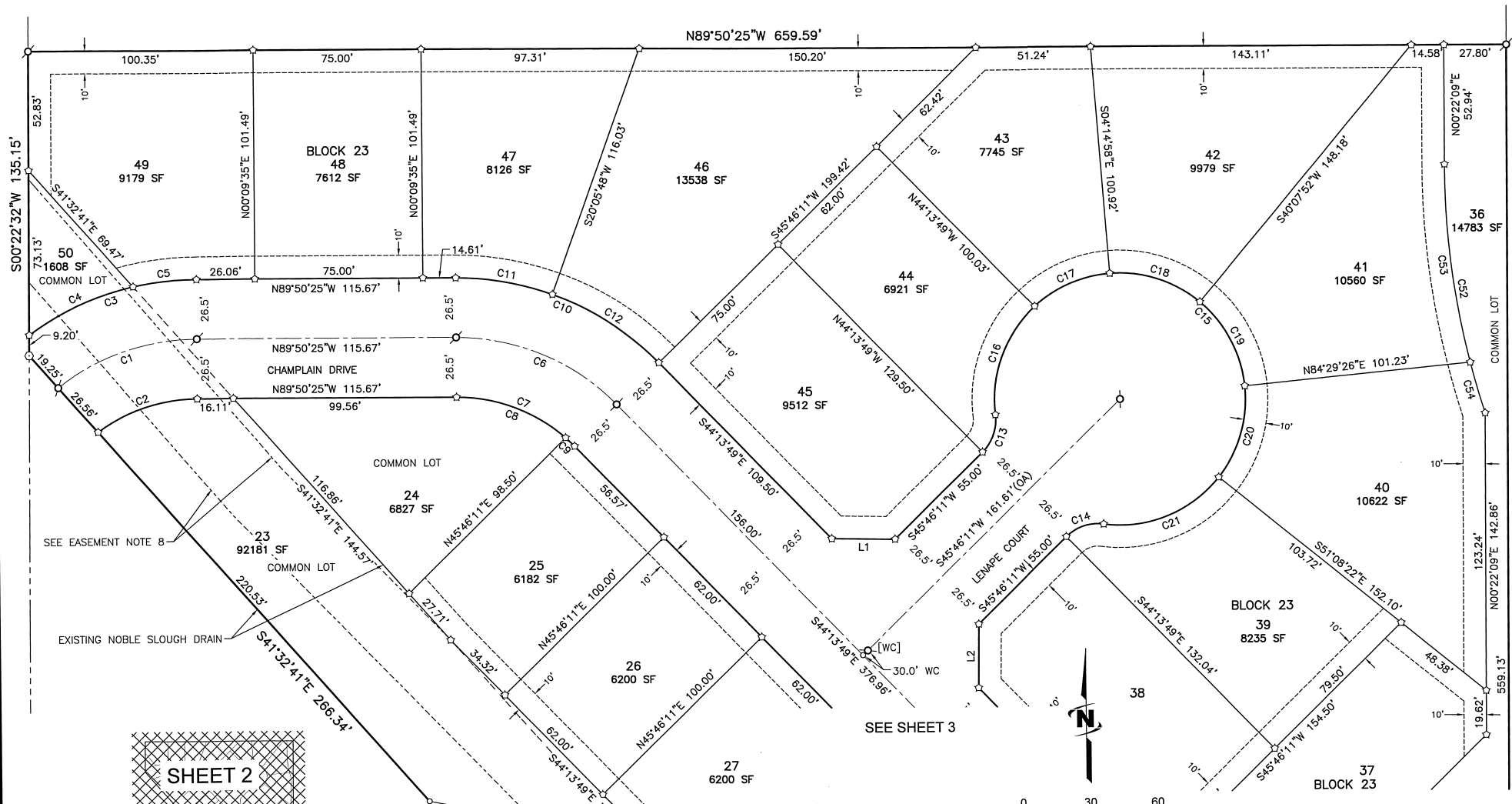
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2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313

208 376 7330 w www.jub.com SHEET 1 OF 8
JOB No. 10-19-108

\\boisefiles\public\Projects\JUB\10-19-108 Delaware at the Colonies\CAD\Survey\Dwg\10-19-108_Dataacre 1-9 V-FP.dwg, 08/18/21 05:04:53am, tharrigan

PLAT OF DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES

PLAT BOOK 53 PAGE 3



SEE SHEET 1 FOR LEGEND.
SEE SHEET 6 FOR NOTES,
EASEMENT NOTES, REFERENCES,
AND SURVEYOR'S NARRATIVE

NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C1	100.00'	38°18'23"	66.86'	S71°00'24"W	65.62'
C2	73.50'	37°04'44"	47.57'	S71°37'13"W	46.74'
C3	126.50'	36°13'41"	79.99'	S72°02'44"W	78.66'
C4	126.50'	23°18'58"	51.48'	S65°35'23"W	51.12'
C5	126.50'	12°54'43"	28.51'	S83°42'13"W	28.45'
C6	100.00'	45°36'36"	79.60'	N67°02'07"W	77.52'
C7	73.50'	45°36'36"	58.51'	N67°02'07"W	56.98'
C8	73.50'	41°22'17"	53.07'	N69°09'16"W	51.93'
C9	73.50'	4°14'19"	5.44'	N46°20'58"W	5.44'
C10	126.50'	45°36'36"	100.70'	N67°02'07"W	98.06'
C11	126.50'	19°56'12"	44.02'	N79°52'19"W	43.80'
C12	126.50'	25°40'23"	56.68'	N57°04'01"W	56.21'
C13	20.00'	52°16'38"	18.25'	N19°37'52"E	17.62'

NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C14	20.00'	52°16'38"	18.25'	S71°54'30"W	17.62'
C15	56.00'	284°33'16"	278.12'	N44°13'49"W	68.53'
C16	56.00'	54°12'24"	52.98'	S20°35'45"W	51.03'
C17	56.00'	38°11'15"	37.32'	S66°47'35"W	36.64'
C18	56.00'	44°15'43"	43.26'	N71°58'57"W	42.19'
C19	56.00'	44°13'51"	43.23'	N27°44'10"W	42.17'
C20	56.00'	44°18'17"	43.30'	N16°31'54"E	42.23'
C21	56.00'	59°21'46"	58.02'	N68°21'56"E	55.46'
C52	350.00'	18°21'05"	112.10'	S08°48'23"E	111.62'
C53	350.00'	14°32'05"	88.79'	S06°53'53"E	88.55'
C54	350.00'	3°49'01"	23.32'	S16°04'26"E	23.31'

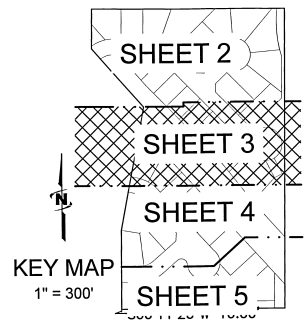
NO.	BEARING	DIST.
L1	S89°13'49"E	28.28'
L2	N00°46'11"E	28.28'



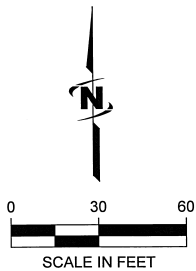
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PLAT OF DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES

PLAT BOOK 53 PAGE 3



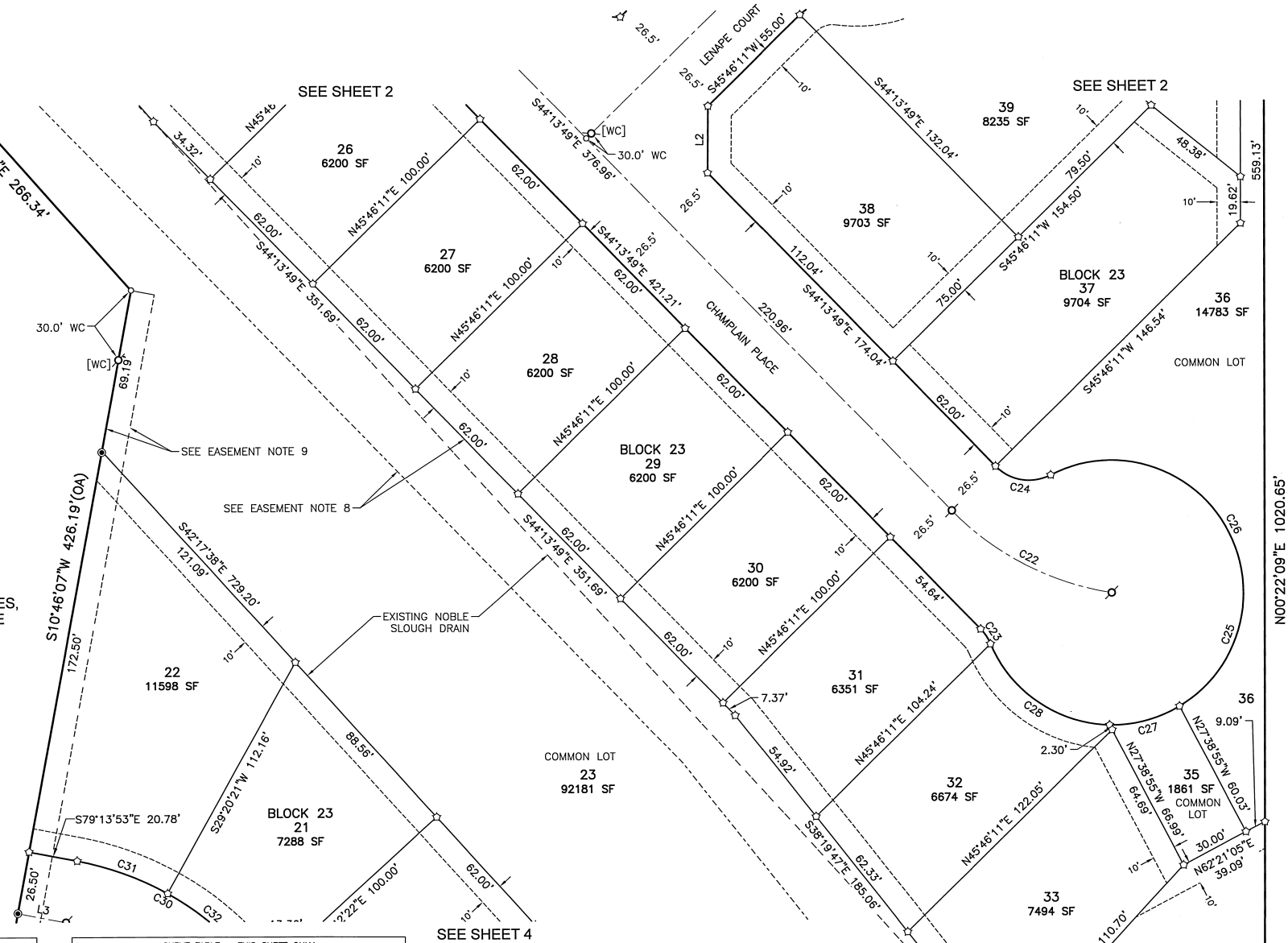
SEE SHEET 1 FOR LEGEND.
SEE SHEET 6 FOR NOTES,
EASEMENT NOTES, REFERENCES,
AND SURVEYOR'S NARRATIVE



NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C22	120.00'	37°00'02"	77.49'	S62°43'50"E	76.15'
C23	20.00'	21°35'49"	7.54'	N33°25'55"W	7.49'
C24	20.00'	72°54'33"	25.45'	S80°41'05"E	23.77'
C25	56.00'	274°30'22"	268.30'	N20°06'49"E	76.02'
C26	56.00'	176°35'10"	172.59'	N28°50'47"W	111.95'
C27	56.00'	31°55'11"	31.20'	N75°24'23"E	30.80'
C28	56.00'	66°00'01"	64.51'	S55°38'01"E	61.00'
C30	126.50'	36°56'15"	81.55'	N60°45'46"W	80.15'
C31	126.50'	18°34'14"	41.00'	N69°56'46"W	40.82'

NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C32	126.50'	18°22'01"	40.55'	N51°28'39"W	40.38'

NO.	BEARING	DIST.
L1	S89°13'49"E	28.28'
L2	N00°46'11"E	28.28'



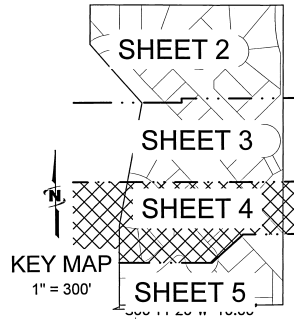
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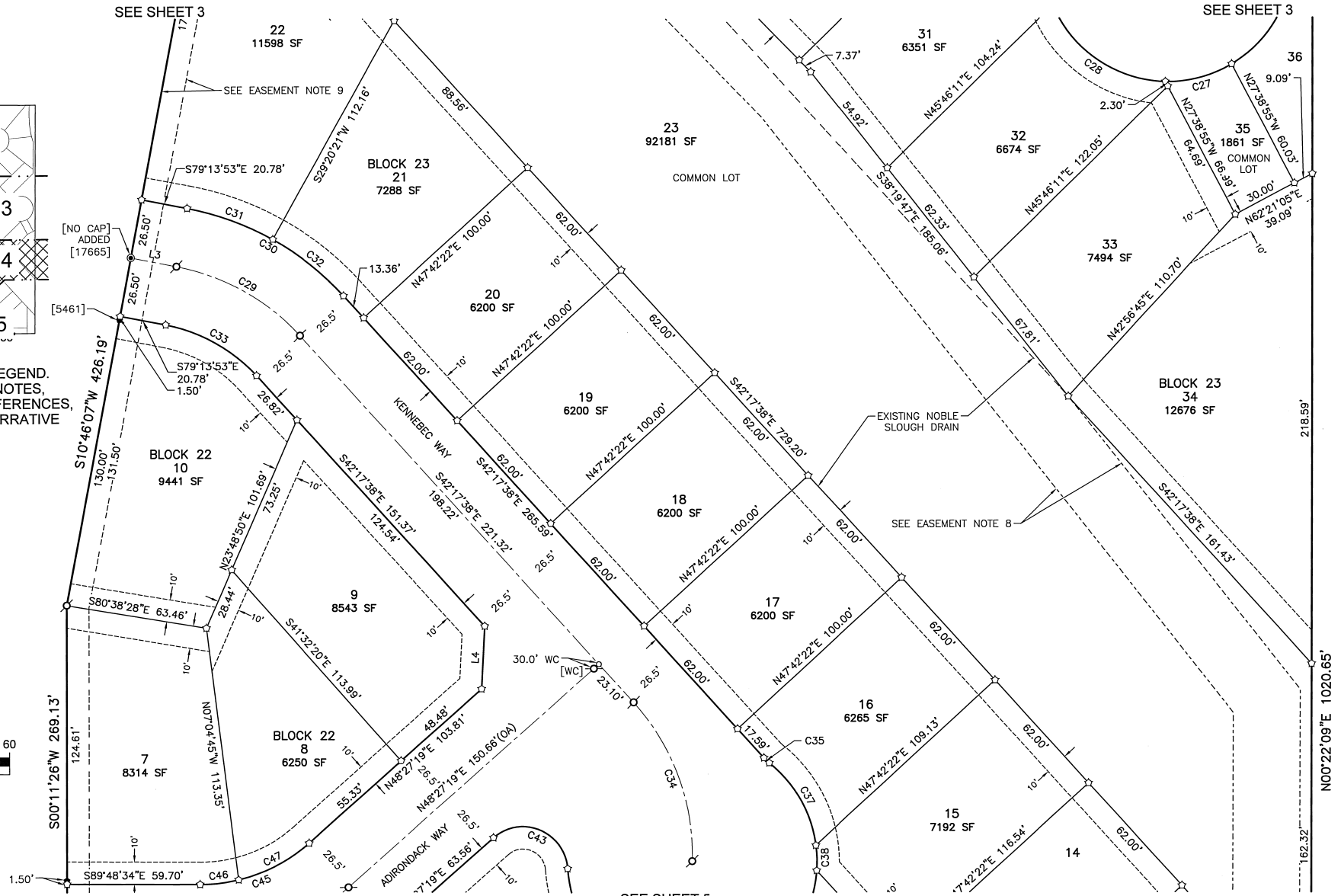
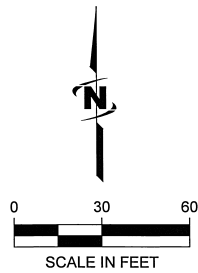
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PLAT OF **DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES**

PLAT BOOK **53** PAGE **3**



SEE SHEET 1 FOR LEGEND.
 SEE SHEET 6 FOR NOTES,
 EASEMENT NOTES, REFERENCES,
 AND SURVEYOR'S NARRATIVE



CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C29	100.00'	36°56'15"	64.47'	N60°45'46"W	63.36'
C30	126.50'	36°56'15"	81.55'	N60°45'46"W	80.15'
C31	126.50'	18°34'14"	41.00'	N69°56'46"W	40.82'
C32	126.50'	18°22'01"	40.55'	N51°28'39"W	40.38'
C33	73.50'	36°56'15"	47.38'	N60°45'46"W	46.57'
C34	100.00'	44°21'24"	77.42'	N20°06'56"W	75.50'
C35	20.00'	9°18'17"	3.25'	S46°56'47"E	3.24'
C37	56.00'	44°18'46"	43.31'	N29°26'33"W	42.24'

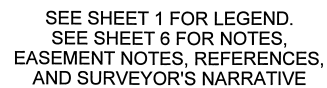
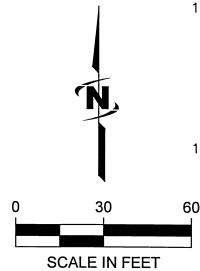
CURVE TABLE - THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C38	56.00'	11°37'22"	11.36'	N01°28'29"W	11.34'
C43	20.00'	128°05'13"	44.71'	N67°30'04"W	35.97'
C45	73.50'	41°44'07"	53.54'	N69°19'23"E	52.36'
C46	73.50'	13°36'22"	17.45'	N83°23'15"E	17.41'
C47	73.50'	28°07'45"	36.08'	N62°31'12"E	35.72'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	DIST.
L3	S79°13'53"E	20.78'
L4	N03°04'50"E	28.10'

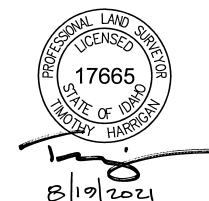


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PLAT BOOK 53 PAGE 3



CURVE TABLE -- THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C44	100.00'	41°44'07"	72.84'	N69°19'23"E	71.24'
C45	73.50'	41°44'07"	53.54'	N69°19'23"E	52.36'
C46	73.50'	13°36'22"	17.45'	N83°23'15"E	17.41'
C47	73.50'	28°07'45"	36.08'	N62°31'12"E	35.72'
C48	126.50'	41°44'07"	92.14'	N69°19'23"E	90.12'
C49	126.50'	2°51'13"	6.30'	N88°45'50"E	6.30'
C50	126.50'	23°53'44"	52.76'	N75°23'21"E	52.38'
C51	126.50'	14°59'10"	33.09'	N55°56'54"E	32.99'



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NOTES

1. LOTS 11, 12, 23, 24, 35, 36, AND 50 OF BLOCK 23 ARE COMMON LOTS WHICH SHALL BE OWNED AND MAINTAINED BY THE DELAWARE PARK SUBDIVISION HOMEOWNER'S ASSOCIATION.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF CALDWELL ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL, AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE CITY OF CALDWELL ZONING ORDINANCE.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION.
4. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE CITY OF CALDWELL.
6. THE AVAILABILITY OF BUILDING PERMITS FOR THIS DEVELOPMENT MAY BE LIMITED PURSUANT TO CALDWELL CITY CODE 11-04-07(4),(5) WHICH LIMITS THE NUMBER OF BUILDING PERMITS THAT MAY BE ISSUED PRIOR TO FINAL COMPLETION OF THE DEVELOPMENT. APPLICANT SHALL DISCLOSE TO LOT PURCHASERS WHETHER THE ISSUANCE OF BUILDING PERMITS IS IN FACT RESTRICTED BY CALDWELL CITY BUILDING DEPARTMENT PRIOR TO CLOSING.
7. THE AREAS SHOWN HEREON (SQUARE FEET AND/OR ACRES) ARE FOR CONVENIENCE AND ARE SUBORDINATE TO THE DIMENSIONS SHOWN HEREON.

EASEMENT NOTES

1. ALL UTILITY EASEMENTS SHOWN OR DESIGNATED HEREON ARE NON-EXCLUSIVE, PERPETUAL, SHALL RUN WITH THE LAND, ARE APPURTENANT TO THE LOTS SHOWN HEREON, AND ARE HEREBY RESERVED FOR THE INSTALLATION, MAINTENANCE, OPERATION, AND USE OF PUBLIC & PRIVATE UTILITIES, PRESSURIZED IRRIGATION, SEWER SERVICE, CABLE TELEVISION/DATA; APPURTENANCES THERETO; AND LOT DRAINAGE.
2. ALL DRAINAGE EASEMENTS SHOWN OR DESIGNATED HEREON ARE NON-EXCLUSIVE, PERPETUAL, AND ARE HEREBY GRANTED TO THE CITY OF CALDWELL FOR THE INSTALLATION, MAINTENANCE, OPERATION, AND USE OF DRAINAGE FACILITIES.
3. A PORTION OF LOT 23 AND LOT 50 OF BLOCK 23 IS ENCUMBERED BY THE EXISTING NOBLE SLOUGH DRAIN EASEMENT.
4. LOTS 11, 12, 23, 24, 35, 36, AND 50 OF BLOCK 23 ARE HEREBY DESIGNATED AS BEING SUBJECT TO A BLANKET UTILITY EASEMENT OVER SAID LOTS BY THE RECORDING OF THIS PLAT.
5. LOTS 11, AND 35 OF BLOCK 23 ARE HEREBY DESIGNATED AS BEING SUBJECT TO A BLANKET COMMON DRIVEWAY (INGRESS/EGRESS) EASEMENT OVER SAID LOT BY THE RECORDING OF THIS PLAT.
6. NO UTILITY EASEMENT CREATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING, PARKING, SIDE AND REAR PROPERTY LINE FENCES, OR OTHER SUCH NONPERMANENT IMPROVEMENTS.
7. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
8. SEE INSTRUMENT NO. 2019-000932 FOR AN EXISTING SEWER EASEMENT.
9. SEE INSTRUMENT NO. 2009012622 FOR AN EXISTING DRAIN EASEMENT.

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.
2. THE BOUNDARY LINES SHOWN HERE WERE ESTABLISHED BY HOLDING MONUMENTS FOUND PER THE PLAT OF DELAWARE PARK SUBDIVISION NO. 1 UNIT NO. 6 AT THE COLONIES (BOOK 49 OF PLATS, PAGE 12, CCR), MONUMENTS FOUND PER RECORD OF SURVEY INST. NO. 2014-016608, AND 2005074215, AND MONUMENTS FOUND FOR THE GOVERNMENT CORNERS OF SECTION 30 SHOWN HEREON.

REFERENCE DOCUMENTS

SUBDIVISIONS:
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 6 AT THE COLONIES (BOOK 35 OF PLATS, PAGE 18, CCR)
SADDLEBACK SUBDIVISION NO. 1 (BOOK 51 OF PLATS, PAGE 13, CCR)

SURVEYS:
2014-016608; 200574215

DEEDS:
2021-003094

EASEMENTS:
2019-000932; 2009012622



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SHEET 6 OF 8

PLAT OF
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES

PLAT BOOK 53 PAGE 3

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT CHALLENGER DEVELOPMENT, INC., AN IDAHO CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THAT REAL PROPERTY TO BE KNOWN AS DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES, AND THAT IT INTENDS TO INCLUDE SAID REAL PROPERTY, AS DESCRIBED BELOW, IN THIS PLAT:

A TRACT OF LAND SITUATE IN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30; THENCE FROM SAID POINT OF COMMENCEMENT THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH 00°24'04" EAST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1,327.59 FEET TO A 2-INCH ALUMINUM CAP STAMPED "PLS 16642" MARKING THE NORTH SIXTEENTH CORNER OF COINCIDENT TO SAID SECTION 30 AND SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
2. NORTH 00°21'47" EAST, CONTINUING COINCIDENT WITH THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1,327.57 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30;
3. NORTH 89°50'25" WEST, COINCIDENT WITH THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 1,319.12 FEET TO THE EAST SIXTEENTH CORNER COINCIDENT TO SAID SECTION 30 AND SECTION 19, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, AND
4. SOUTH 00°22'32" WEST, COINCIDENT WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 295.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, CONTINUING SOUTH 00°22'32" WEST, CONTINUING COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 135.15 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF DELAWARE PARK SUBDIVISION NO. 1 UNIT NO. 6 AT THE COLONIES (BOOK 35 OF PLATS, AT PAGE 18, CANYON COUNTY RECORDS); THENCE COINCIDENT WITH SAID EASTERLY BOUNDARY LINE, THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 41°32'41" EAST, A DISTANCE OF 266.34 FEET,
2. SOUTH 10°46'07" WEST, A DISTANCE OF 426.19 FEET, AND
3. SOUTH 00°11'26" WEST, A DISTANCE OF 269.13 FEET TO A 5/8-INCH REBAR MARKED "PLS 4347";

THENCE LEAVING SAID EASTERLY BOUNDARY LINE, SOUTH 89°58'59" EAST, A DISTANCE OF 557.78 FEET TO A 5/8-INCH REBAR MARKED "PLS 4347" MARKING A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00°22'09" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 1,020.65 FEET TO A POINT ON A LINE LYING 295.00- FEET SOUTHERLY OF, AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 30; THENCE LEAVING SAID EAST LINE, NORTH 89°50'25" WEST, COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF 659.59 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 13.09 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR ANY OTHER PURPOSES DESIGNATED HEREON, AND NO PERMANENT STRUCTURES, OTHER THAN FOR SUCH USES AND PURPOSES, ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL OF THE LOTS WITHIN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF CALDWELL, AND THE CITY OF CALDWELL HAS AGREED IN WRITING TO SERVE ALL LOTS WITHIN THE SUBDIVISION. IRRIGATION WATER HAS BEEN PROVIDED FROM PIONEER IRRIGATION DISTRICT VIA CALDWELL MUNICIPAL IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(B). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM PIONEER IRRIGATION DISTRICT VIA CALDWELL MUNICIPAL IRRIGATION DISTRICT.

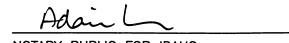
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND:

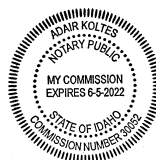

COREY D. BARTON, PRESIDENT
CHALLENGER DEVELOPMENT, INC.

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF ADA: SS.

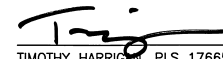
ON THIS 24th DAY OF February, IN THE YEAR 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF Idaho, PERSONALLY APPEARED COREY D. BARTON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF CHALLENGER DEVELOPMENT, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT CHALLENGER DEVELOPMENT, INC. EXECUTED THE SAME.


NOTARY PUBLIC FOR IDAHO
MY COMMISSION EXPIRES: 6-5-22



CERTIFICATE OF SURVEYOR

I, TIMOTHY HARRIGAN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT OF DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES IS TRUE AND CORRECT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND AS SHOWN HEREON, AND WAS SURVEYED IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.

 2/19/2021
TIMOTHY HARRIGAN, PLS 17665



J-U-B ENGINEERS, INC.

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313

P 208 376 7330 W www.jub.com

SHEET 7 OF 8

PLAT OF
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES

PLAT BOOK 53 PAGE 3

COUNTY RECORDER'S CERTIFICATE

APPROVAL OF CALDWELL CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 16th DAY OF August 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Robin Heyn
CALDWELL CITY CLERK

8/17/2021



APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLE) REPRESENTING THE CITY OF CALDWELL AND THE QLE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTIONS OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED, OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN THE SANITARY RESTRICTIONS MAY BE RE-IMPOSED, 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.

Brigida Carneberg
SOUTHWEST DISTRICT HEALTH DEPARTMENT

4.7.21
DATE

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND VAGATIONS. 50-1305

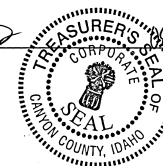
David R. Kinzer
CANYON COUNTY SURVEYOR UNDER 16 50-1305
DAVID R. KINZER FEELS 2659

7/21/21
DATE

CERTIFICATE OF COUNTY TREASURER

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

Travis Lloyd
CANYON COUNTY TREASURER



8/20/2021
DATE

APPROVAL OF CALDWELL CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT.

Don DH
CALDWELL CITY ENGINEER

8/12/21
DATE



J-U-B ENGINEERS, INC.
2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5313
p 208 376 7330 www.jub.com SHEET 8 OF 8

2021-063686	
RECORDED	
09/13/2021 11:40 AM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=16 LBERG	\$55.00
TYPE: MISC	
TITLEONE BOISE	
<i>ELECTRONICALLY RECORDED</i>	

EIGHTH SUPPLEMENTAL DECLARATION OF ANNEXATION ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR

DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9
AT THE COLONIES

EIGHTH SUPPLEMENTAL DECLARATION OF ANNEXATION
ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9
AT THE COLONIES

This Eighth Supplemental Declaration of Annexation Establishing Covenants, Conditions And Restrictions For Delaware Park Subdivision No. 1, Unit No. 9 At The Colonies (this "Eighth Supplement") is made this 9th day of September, 2021, by Challenger Development Inc., an Idaho corporation ("Grantor").

ARTICLE I: SUPPLEMENT AND AUTHORITY

1.1 Supplement to Declaration. This Eighth Supplement is a supplement to:

1) That certain Declaration Establishing Covenants, Conditions and Restrictions for Delaware Park At The Colonies Subdivision Phase II, recorded on the 27th day of February, 2002, as Canyon County, Idaho Instrument Number 200209365 ("Master Declaration");

2) That certain Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 1 at the Colonies, recorded on the 31st day of March, 2006, as Canyon County, Idaho Instrument Number 200623763 ("First Supplement");

3) That certain Second Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 2 at the Colonies, recorded on the 26th day of March, 2014, as Canyon County, Idaho Instrument Number 2014-010621 ("Second Supplement");

4) That certain Third Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 3 at the Colonies, recorded on the 21st day of November, 2016, as Canyon County, Idaho Instrument Number 2016-048497 ("Third Supplement");

5) That certain Fourth Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 4 at the Colonies, recorded on the 5th day of September, 2017, as Canyon County, Idaho Instrument Number 2017-038124 ("Fourth Supplement");

6) That certain Fifth Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 5 at the Colonies, recorded on the 12th day of December, 2019, as Canyon County, Idaho Instrument Number 2019-060493 ("Fifth Supplement");

7) That certain Sixth Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 6 at the Colonies, recorded on the 23rd day of September, 2020, as Canyon County, Idaho Instrument Number 2020-054745 ("Sixth Supplement"); and

8) That certain Seventh Supplemental Declaration of Annexation Establishing Covenants, Conditions and Restrictions for Delaware Park Subdivision No. 2, Unit No. 7 at the Colonies, recorded on

the 23rd day of June, 2021, as Canyon County, Idaho Instrument Number 2021-044752 (“Seventh Supplement”).

This Eighth Supplement supplements the Master Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement, Sixth Supplement and Seventh Supplement with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof (“Eighth Supplement Tract”). The Eighth Supplement Tract is shown on the Delaware Park Subdivision No. 1, Unit No. 9 at the Colonies final plat, a copy of which is attached hereto as Exhibit B and made a part hereof (“Eighth Supplement Plat”). The covenants, conditions and restrictions contained in this Eighth Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement, Sixth Supplement and Seventh Supplement, except insofar as the covenants, conditions and restrictions of the Master Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement, Sixth Supplement and Seventh Supplement are hereinafter expressly modified hereby.

1.2 Grantor is Successor in Interest to Dyver Development, LLC. Grantor is the successor in interest to Corey Barton pursuant to that certain Assignment and Assumption of Grantor’s Rights dated January 13, 2021, who was the successor in interest to Dyver Development, LLC, an Idaho limited liability company, the original “Grantor” and “Declarant” under the Master Declaration, pursuant to that certain Assignment and Assumption of Grantor’s Rights dated December 28, 2010. Accordingly, Grantor has the full and proper authority to execute this Eighth Supplement.

1.3 Eighth Supplement Tract is a Portion of Master Parcel. As contemplated in Sections 1.2, 3.12, 3.15 and 6.1 of the Master Declaration, the Eighth Supplement Tract is a portion of the Master Parcel, as that term is defined in the Master Declaration, and, as such, is subject to annexation into the Property, as that term is also defined in the Master Declaration.

ARTICLE II: DECLARATION

Pursuant to Sections 1.2, 3.12, 3.15 and 6.1 of the Master Declaration, Grantor hereby declares that the Eighth Supplement Tract and any parcel or portion thereof is hereby annexed into the Property and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the terms, covenants, conditions and restrictions of the Master Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement, Sixth Supplement, Seventh Supplement and this Eighth Supplement. All Owners of Building Lots within the Eighth Supplement Tract shall be subject to all the terms, covenants, conditions and restrictions of the Master Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement, Sixth Supplement, Seventh Supplement and this Eighth Supplement, including, without limitation, being voting members in the Association.

ARTICLE III: USES AND REGULATION OF USES

3.1 Common Area. Lots 11, 12, 23, 24, 35, 36 and 50, Block 23, as shown on the Eighth Supplement Plat, are Common Area to be owned and maintained by the Association.

3.2 Common Driveways. Common Area Lots 11 and 35, Block 23, as shown on the Eighth Supplement Plat, shall collectively be referred to herein as “Common Driveways” and individually as a “Common Driveway”.

EIGHTH SUPPLEMENT TO THE MASTER DECLARATION - 2

The Common Driveway located on Common Area Lot 35, Block 23, as shown on the Eighth Supplement Plat, shall be used only by the Association (for any reasonable purpose) and the Owners of Building Lots 33 and 34, Block 23, as well as their family members, invitees and licensees, for ingress to, and egress from, their respective Building Lots. Accordingly, the Owners of Building Lots 33 and 34, Block 23, as well as their family members, invitees and licensees, shall have a perpetual, non-exclusive easement on, over, across and through this Common Driveway for the purposes of vehicular and pedestrian ingress to, and egress from, their respective Building Lots.

The Association shall be responsible for the maintenance, repair and replacement of this Common Driveway and shall keep it in a neat, clean and well maintained condition. The costs of such maintenance, repair and replacement shall be passed on to the Owners of Building Lots 33 and 34, Block 23, in equal shares in the form of Limited Assessments (which may be budgeted and/or collected in advance); provided that if such maintenance, repair and/or replacement is caused by a specific Owner, or his or her family members, invitees or licensees, such cost shall be the sole responsibility of such Owner.

The Common Driveway located on Common Area Lot 11, Block 23, as shown on the Eighth Supplement Plat, shall be used only by the Association (for any reasonable purpose) and the Owners of Building Lots 13, 14 and 15, Block 23, as well as their family members, invitees and licensees, for ingress to, and egress from, their respective Building Lots. Accordingly, the Owners of Building Lots 13, 14 and 15, Block 23, as well as their family members, invitees and licensees, shall have a perpetual, non-exclusive easement on, over, across and through this Common Driveway for the purposes of vehicular and pedestrian ingress to, and egress from, their respective Lots.

The Association shall be responsible for the maintenance, repair and replacement of this Common Driveway and shall keep it in a neat, clean and well maintained condition. The costs of such maintenance, repair and replacement shall be passed on to the Owners of Building Lots 13, 14 and 15, Block 23, in equal shares in the form of Limited Assessments (which may be budgeted and/or collected in advance); provided that if such maintenance, repair and/or replacement is caused by a specific Owner, or his or her family members, invitees or licensees, such cost shall be the sole responsibility of such Owner.

Notwithstanding anything in this Eight Supplement to the contrary, 1) the Common Driveways cannot be used by any Persons other than the Persons described above, and 2) the parking or storage of any vehicle or other item in or on the Common Driveways is strictly prohibited.

3.3 Residential Building Lots. All platted lots comprising the Eighth Supplement Tract, other than the Common Area, shall be used and developed as residential Building Lots.

3.4 Landscaping. Notwithstanding any term or other provision contained in the Master Declaration to the contrary, Grantor shall have no duty or other obligation to install sod, hydroseed or any other grass product within any portion of a Building Lot.

Each Owner of a Building Lot originally purchased from Grantor shall complete his/her back and side yard landscaping within six (6) months from the closing date thereof. **Such landscaping shall be accordance with the landscaping plan(s) approved by the Architectural Committee and must adequately address on-site drainage and erosion control.**

In the event any such Owner violates either of the back yard or side yard landscaping time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

3.5 Watering Schedules/Over Watering. Each Owner and the Association agree to abide by any irrigation watering schedule enacted by any Person and/or the Association. In addition, neither Grantor nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Building Lot.

3.6 Parking. In addition to any other parking restrictions contained in the Master Declaration, all Owners within the Eighth Supplement Tract, as well as their family members, invitees and licensees, are hereby prohibited from parking vehicles in the front yards of Building Lots; provided however, that this restriction shall not prohibit Owners, or their family members, invitees or licensees, from temporarily parking operative motor vehicles on the driveway aprons of Building Lots.

ARTICLE IV: GENERAL PROVISIONS

4.1 Enforcement. The Association, Grantor and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms, covenants, conditions or restrictions imposed by the provisions of this Eighth Supplement. Failure by the Association, Grantor or any Owner to immediately enforce any such term, covenant, condition or restriction shall in no event be deemed a waiver of the right to do so in the future.

4.2 Severability. Invalidation of any one of these terms, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4.3 Term and Amendment. The terms, covenants, conditions and restrictions of this Eighth Supplement shall run with and bind the Eighth Supplement Tract for so long as the Master Declaration runs with and binds the Property. This Eighth Supplement may be amended pursuant to the same amendment terms contained in the Master Declaration.

4.4 Duration and Applicability to Successors. The terms, covenants, conditions, and restrictions set forth in this Eighth Supplement shall run with the land and shall inure to the benefit of and be binding upon the Grantor, the Association and all Owners and their successors in interest.

4.5 Governing Law. This Eighth Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

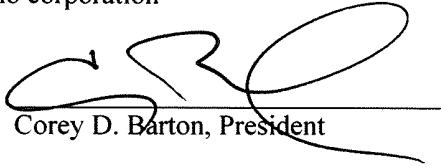
4.6 Definitions. Terms not otherwise defined herein shall have the same meanings as are ascribed to them in the Master Declaration.

[End of Text]

IN WITNESS WHEREOF, the undersigned has duly executed this Eighth Supplement as of the date first above written.

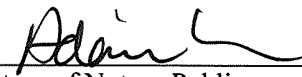
Challenger Development Inc.,
an Idaho corporation

By:


Corey D. Barton, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on September 9th, 2021, by Corey D. Barton as the President of Challenger Development Inc.



Signature of Notary Public

My commission expires: 6-05-22

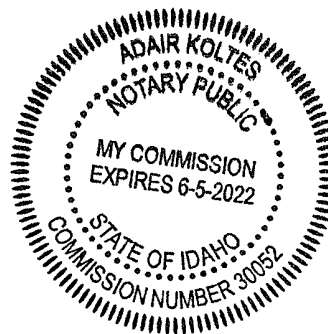


EXHIBIT A
LEGAL DESCRIPTION OF EIGHTH SUPPLEMENT TRACT

Lots 7 through 10, Block 22, and Lots 6 through 50, Block 23, Delaware Park Subdivision No. 1, Unit No. 9 at the Colonies, according to the official plat thereof, filed in Book 53 of Plats at Page 3, records of Canyon County, Idaho.

EXHIBIT B
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES FINAL PLAT

See attached.

PLAT OF
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES
 SITUATE IN THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF
 SECTION 30, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
 CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO
 2021

[no cap] N00°34'00"E 50.00'

U.S. HIGHWAY 20/26

N89°50'25"W 1319.12'

19

20

30

29

SECTION CORNER

2-INCH ALUM. CAP (10729)

CR# 2017-03090

UNPLATTED

POINT OF BEGINNING

S00°22'32"W 295.00'

135.15'

S00°22'32"W

UNPLATTED

N89°50'25"W 659.59'

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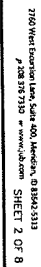
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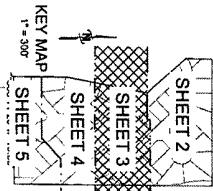
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53 PAGE 3

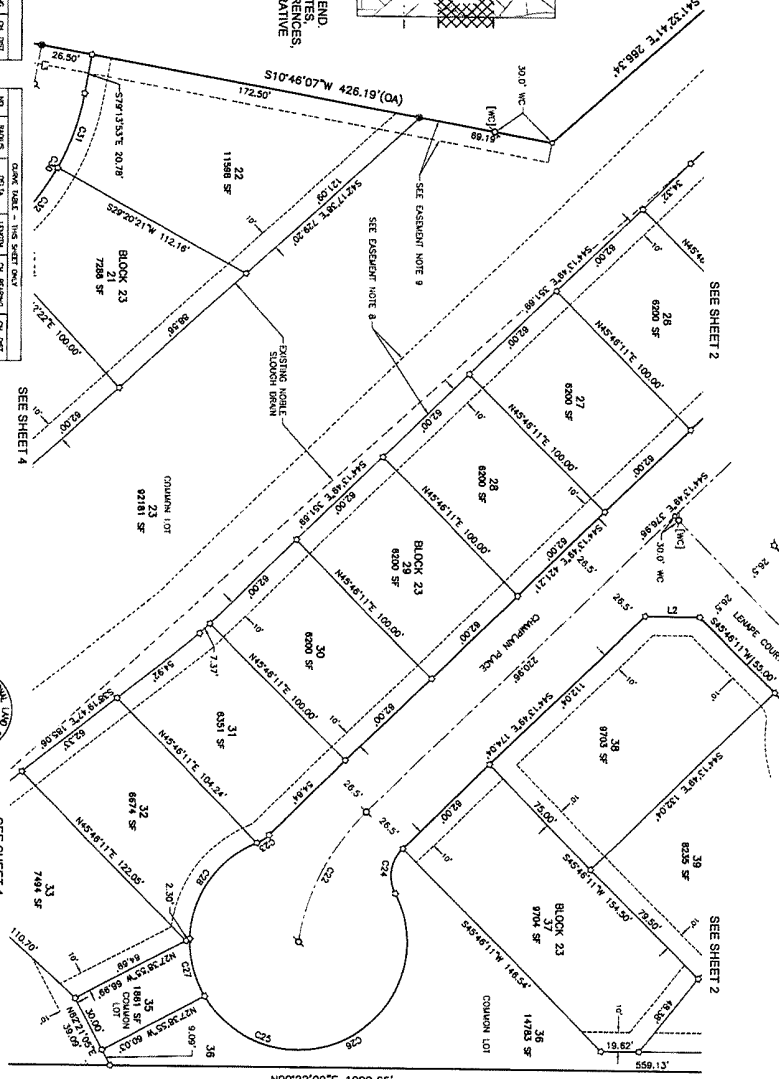
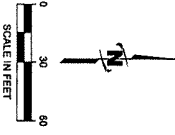


PLAT OF
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 8 AT THE COLONIES

PLATBOOK 53 PAGE 3



SEE SHEET 1 FOR LEGEND.
SEE SHEET 6 FOR NOTES.
EASTING, NORTHING, ELEVATION,
AND SURVEYOR'S NARRATIVE.



DATE: 10-1-11 THIS SHEET ONLY

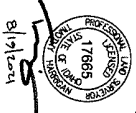
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DATE: 10-1-11 THIS SHEET ONLY

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DATE: 10-1-11 THIS SHEET ONLY

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JUB ENGINEERS, INC.
2700 West Delaware Ave., Suite 200, Wilmington, DE 19804-3114
Phone: 313.795.1100 Fax: 313.795.1101
SHEET 3 OF 8

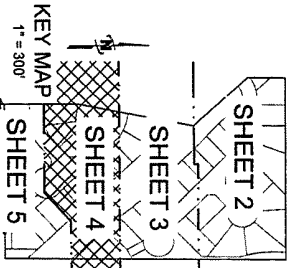
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES

PLAT OF

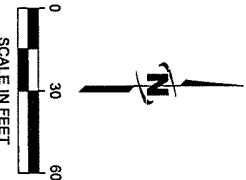
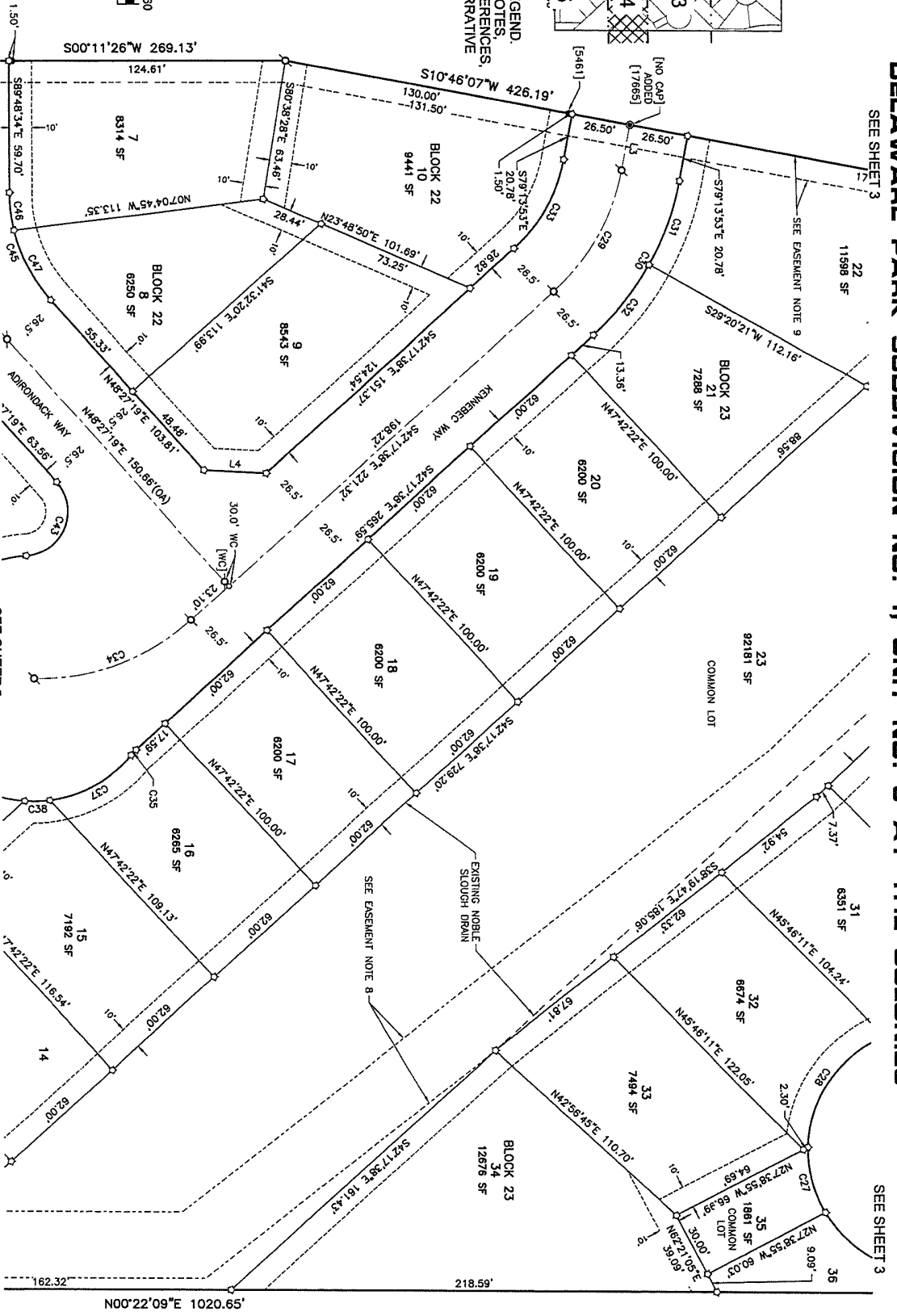
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SEE SHEET 6 FOR NOTES.
EASEMENT NOTES, REFERENCES,
AND SURVEYORS NARRATIVE



CURVE TABLE - THIS SHEET ONLY

NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C29	100.00'	35°56'15"	64.47'	N60°45'46"W	63.38'
C30	126.50'	35°56'15"	81.55'	N60°45'46"W	80.15'
C31	126.50'	18°23'01"	41.00'	N69°56'46"W	40.82'
C32	126.50'	18°23'01"	40.55'	N51°28'39"W	40.38'
C33	73.50'	35°56'15"	47.30'	N60°45'46"W	46.37'
C34	100.00'	44°21'24"	77.42'	N20°06'56"W	75.50'
C35	20.00'	9°16'17"	3.25'	S45°56'47"E	3.24'
C37	56.00'	44°19'45"	43.31'	N27°26'33"W	42.24'

CURVE TABLE - THIS SHEET ONLY

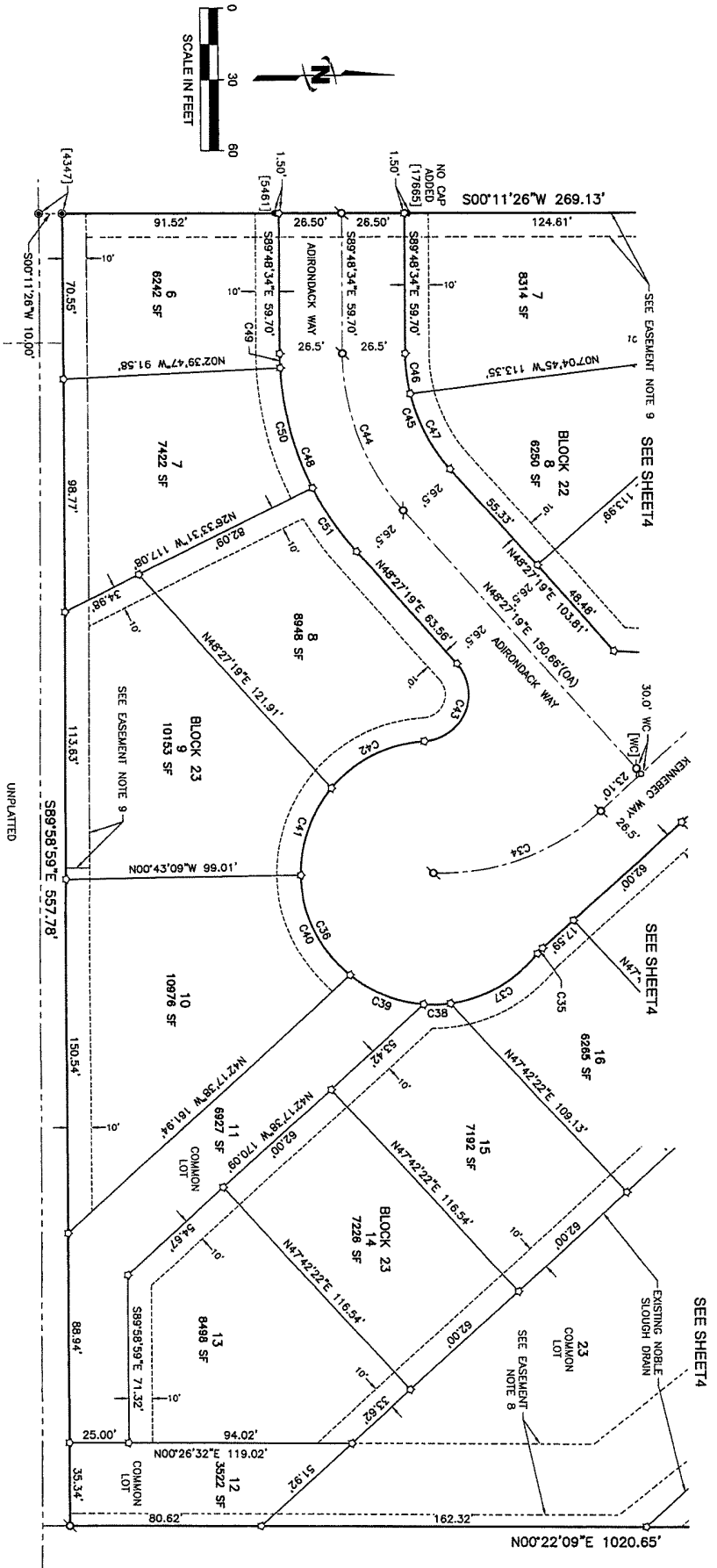
NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C38	56.00'	11°37'22"	11.36'	N01°28'29"W	11.34'
C43	20.00'	12°09'13"	44.71'	N67°30'04"W	35.97'
C45	73.50'	41°44'07"	53.64'	N67°19'23"E	52.98'
C46	73.50'	13°36'22"	17.46'	N63°23'15"E	17.41'
C47	73.50'	28°07'45"	38.08'	N62°31'12"E	35.72'

LINE TABLE - THIS SHEET ONLY

NO.	BEARING	DIST.
L3	S71°13'53"E	20.78'
L4	N03°04'50"E	28.10'



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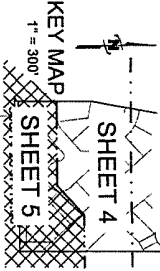


CURVE TABLE - THIS SHEET ONLY

NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C4	100.00'	44°21'24"	77.42'	N20°06'56\"W	75.50'
C5	20.00'	9°18'17"	3.25'	S46°58'47\"E	3.24'
C6	58.00'	22°08'28"	22.98'	N67°28'18\"E	102.28'
C7	58.00'	44°18'46"	43.31'	N27°28'33\"W	42.24'
C8	58.00'	11°37'22"	11.36'	N01°28'29\"W	11.34'
C9	56.00'	34°11'07"	33.80'	N21°40'46\"E	33.39'
C10	56.00'	50°15'32"	49.12'	N64°09'05\"E	47.56'
C11	56.00'	40°50'18"	39.81'	S70°18'00\"E	39.08'
C12	56.00'	46°25'32"	45.37'	S28°40'08\"E	44.14'
C13	20.00'	12°05'13"	4.71'	N67°30'04\"W	35.97'

CURVE TABLE - THIS SHEET ONLY

NO.	RADIUS	DELTA	LENGTH	CH. BEARING	CH. DIST.
C14	100.00'	41°44'07"	72.84'	N68°19'23\"E	71.34'
C15	73.50'	41°44'07"	63.84'	N68°19'23\"E	62.36'
C16	73.50'	13°38'22"	17.45'	N63°23'12\"E	17.41'
C17	73.50'	28°07'45"	36.08'	N62°31'12\"E	35.72'
C18	128.50'	41°44'07"	82.14'	N68°19'23\"E	80.12'
C19	128.50'	2°51'13"	8.30'	N68°45'50\"E	8.30'
C20	128.50'	23°53'44"	32.78'	N79°23'21\"E	32.38'
C21	128.50'	14°59'10"	33.08'	N55°56'54\"E	32.99'



SEE SHEET 1 FOR LEGEND.
SEE SHEET 6 FOR NOTES.
EASEMENT NOTES, REFERENCES,
AND SURVEYORS NARRATIVE



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NOTES

1. LOTS 11, 12, 23, 24, 35, 36, AND 50 OF BLOCK 23 ARE COMMON LOTS WHICH SHALL BE OWNED AND MAINTAINED BY THE DELAWARE PARK SUBDIVISION HOMEOWNERS'S ASSOCIATION.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF CALDWELL ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. BUILDING SETBACK LINES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE CITY OF CALDWELL ZONING ORDINANCE.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION.
4. THIS DEVELOPMENT RECOGNIZES SECTION 22-4903 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BECOME A NUISANCE, PRIVATE OR PUBLIC, IF THE OPERATOR HAS BEEN IN OPERATION FOR MORE THAN ONE YEAR. THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OPERATION. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE CITY OF CALDWELL.
6. THE AVAILABILITY OF BUILDING PERMITS FOR THIS DEVELOPMENT MAY BE LIMITED PURSUANT TO CALDWELL CITY CODE 11-1-0301(C) WHICH LIMITS THE NUMBER OF BUILDING PERMITS THAT MAY BE ISSUED FOR THE SUBDIVISION UNTIL THE COMPLETION OF THE DEVELOPMENT. APPLICANT SHALL DISCLOSE TO LOT PURCHASERS WHETHER THE ISSUANCE OF BUILDING PERMITS IS IN FACT RESTRICTED BY CALDWELL CITY BUILDING DEPARTMENT PRIOR TO CLOSING.
7. THE AREAS SHOWN HEREON (SQUARE FEET AND/OR ACRES) ARE FOR CONVENIENCE AND ARE SUBORDINATE TO THE DIMENSIONS SHOWN HEREON.

REFERENCE DOCUMENTS

SUBDIVISIONS:
DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 6 AT THE COLONIES (BOOK 35 OF PLATS, PAGE 18, CCR)
SADDLEBACK SUBDIVISION NO. 1 (BOOK 51 OF PLATS, PAGE 13, CCR)

SURVEYS:
2014-015608, 200574215

DEEDS:
2021-003094

EASEMENTS:
2019-000932, 2009012622

EASEMENT NOTES

1. ALL UTILITY EASEMENTS SHOWN OR DESIGNATED HEREON ARE NON-EXCLUSIVE, PERPETUAL, SHALL RUN WITH THE LAND, ARE APPURTENANT TO THE LOTS SHOWN HEREON AND ARE HEREBY RESERVED FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC & PRIVATE UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, CABLE TELEVISION/BAK, APPLIANCE SERVICES, AND LOT DRAINAGE.
2. ALL DRAINAGE EASEMENTS SHOWN OR DESIGNATED HEREON ARE NON-EXCLUSIVE, PERPETUAL, AND ARE HEREBY GRANTED TO THE CITY OF CALDWELL FOR THE INSTALLATION, MAINTENANCE, OPERATION, AND USE OF DRAINAGE FACILITIES.
3. A PORTION OF LOT 23 AND LOT 50 OF BLOCK 23 IS ENCUMBERED BY THE EXISTING NOBLE SLOUGH DRAIN EASEMENT.
4. LOTS 11, 12, 23, 24, 35, 36, AND 50 OF BLOCK 23 ARE HEREBY DESIGNATED AS BEING SUBJECT TO A BLANKET UTILITY EASEMENT OVER SAID LOTS BY THE RECORDING OF THIS PLAT.
5. LOTS 11, AND 35 OF BLOCK 23 ARE HEREBY DESIGNATED AS BEING SUBJECT TO A BLANKET COMMON DRIVEWAY (INGRESS/EGRESS) EASEMENT OVER SAID LOT BY THE RECORDING OF THIS PLAT.
6. NO UTILITY EASEMENT CREATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING, PARKING, SIDE AND REAR PROPERTY LINE FENCES, OR OTHER SUCH NONPERMANENT IMPROVEMENTS.
7. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.
8. SEE INSTRUMENT NO. 2019-000932 FOR AN EXISTING SEWER EASEMENT.
9. SEE INSTRUMENT NO. 2009012622 FOR AN EXISTING DRAIN EASEMENT.

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.
2. THE BOUNDARY LINES SHOWN HERE WERE ESTABLISHED BY HOLDING MONUMENTS FOUND PER THE PLAT OF DELAWARE PARK SUBDIVISION NO. 1 UNIT NO. 6 AT THE COLONIES (BOOK 49 OF PLATS, PAGE 12, CCR). MONUMENTS FOUND PER RECORD OF SURVEY INST. NO. 2014-015608, AND 2005074215, AND MONUMENTS FOUND FOR THE GOVERNMENT CORNERS OF SECTION 30 SHOWN HEREON.



JUB ENGINEERS, INC.

DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES

PLAT OF

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CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT CHALLENGER DEVELOPMENT, INC., AN IDAHO CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THAT REAL PROPERTY TO BE KNOWN AS DELAWARE PARK, SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES, AND THAT IT INTENDS TO INCLUDE SAID REAL PROPERTY, AS DESCRIBED BELOW, IN THIS PLAT:

A TRACT OF LAND SITUATE IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF CALDWELL, COUNTY OF CANNON, STATE OF IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30; THENCE FROM SAID POINT OF COMMENCEMENT THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1. NORTH 00°24'04" EAST, CONCORDANT WITH THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1,327.59 FEET TO A POINT OF BEGINNING, CONSIDERED TO BE THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1,327.59 FEET TO THE WEST, BOISE MERIDIAN;
2. NORTH 00°21'47" EAST, CONTINUING CONCORDANT WITH THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1,327.59 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30;
3. NORTH 89°50'23" WEST, CONSIDERED CONCORDANT WITH THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1,327.59 FEET TO THE EAST SIXTEENTH CORNER CONCORDANT TO SAID SECTION 30 AND SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, AND THE NORTHEAST QUARTER OF THE SOUTH 00°22'32" WEST, CONCORDANT WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 293.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
4. THENCE FROM SAID POINT OF BEGINNING, CONTINUING SOUTH 00°22'32" WEST, CONTINUING CONCORDANT WITH SAID WEST LINE, A DISTANCE OF 135.15 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF DELAWARE PARK SUBDIVISION NO. 1, UNIT NO. 6 AT THE COLONIES (BOOK 35 OF PLATS, AT PAGE 16, CANNON COUNTY RECORDS); THENCE CONCORDANT WITH SAID EASTERLY BOUNDARY LINE, THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES:

1. SOUTH 41°32'41" EAST, A DISTANCE OF 268.34 FEET;
2. SOUTH 10°46'07" WEST, A DISTANCE OF 428.19 FEET, AND
3. SOUTH 00°11'28" WEST, A DISTANCE OF 268.13 FEET TO A 5/8-INCH REBAR MARKED "P.S. 4347".

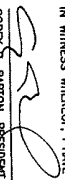
THENCE LEAVING SAID EASTERLY BOUNDARY LINE, SOUTH 89°58'59" EAST, A DISTANCE OF 557.78 FEET TO A 5/8-INCH REBAR MARKED "P.S. 4347" MARKING A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00°22'09" EAST, CONCORDANT WITH SAID EAST LINE, A DISTANCE OF 1,020.05 FEET TO A POINT ON A LINE LYING SOUTH 285.00- FEET SOUTHERLY OF, AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 30; THENCE LEAVING SAID EAST LINE, NORTH 89°50'23" WEST, CONCORDANT WITH SAID PARALLEL LINE, A DISTANCE OF 659.59 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 13.09 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER THE RIGHT TO USE SAID EASEMENTS IS HEREBY ASSIGNED TO THE USES SPECIFICALLY NOTED ON THE PLAT AND FOR ANY OTHER USES THAT MAY BE NECESSARY TO THE PROPER OPERATION OF THE SUBDIVISION. SUCH USES ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF CALDWELL, AND THE CITY OF CALDWELL HAS AGREED IN WRITING TO SERVE ALL LOTS WITHIN THE SUBDIVISION. IRRIGATION WATER HAS BEEN PROVIDED FOR THE SUBDIVISION DIRECTLY VIA CALDWELL MUNICIPAL IRRIGATION DISTRICT. IN COMPLIANCE WITH IDAHO RULES AND REGULATIONS (19) LOTS WITHIN THIS SUBDIVISION WILL BE EXEMPTED FROM IRRIGATION WATER RIGHTS, AND WILL BE ORDAINED FOR ASSESSMENTS FROM PIONEER IRRIGATION DISTRICT VIA CALDWELL MUNICIPAL IRRIGATION DISTRICT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND:


COREY D. BARTON, PRESIDENT
CHALLENGER DEVELOPMENT, INC.

ACKNOWLEDGMENT

STATE OF IDAHO, SS.
COUNTY OF ADAM, SS.
ON THIS 24th DAY OF February, IN THE YEAR 2021, BEFORE ME,
A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY
APPEARED COREY D. BARTON, PRESIDENT OF CHALLENGER DEVELOPMENT, INC., THAT EXECUTED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT CHALLENGER DEVELOPMENT, INC. EXECUTED THE SAME.


NOTARY PUBLIC FOR IDAHO
MY COMMISSION EXPIRES: 6-05-21



CERTIFICATE OF SURVEYOR

I, TIMOTHY HARRISON, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THE PLAT AND MAP OF THE SUBDIVISION NO. 1, UNIT NO. 9 AT THE COLONIES, IS TRUE, CORRECT AND ACCURATE, AND WAS SURVEYED IN ACCORDANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.


TIMOTHY HARRISON, PLS 17865
2/19/2021



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SHEET 7 OF 8

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND MEASUREMENTS. 10064875

7/2/12
DATE

[Signature]
CANTON COUNTY SHERIFF UNDER 1650-11865
DAVID R. KINZIE PETS 2655

CERTIFICATE OF COUNTY TREASURER
I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANTON, STATE OF IDAHO,
PER RESOLUTIONS OF IDAHO CODE 50-1206, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT
AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED
SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30)
DAYS ONLY.

Transferred by GP
 CANYON COUNTY TREASURER
 SEAL OF CANYON COUNTY, IDAHO
 TREASURER'S SEAL OF CANYON COUNTY, IDAHO
 DATE 08/20/2022

2/19/2021

(JUB)
JUB ENGINEERS, INC.
P.O. Box 400, Mendocino
California 94647